

# ARCHITECT-ENGINEER (A-E) SERVICES

## Appendix C

### Bass Road Widening - Zebulon Rd to Riverside Dr

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#### **1. DESCRIPTION OF WORK**

The A-E shall conduct a concept and scoping study of the transportation corridor of Bass Rd from Zebulon Rd to Riverside Drive. Applicable GDOT PI number and project name are to be determined.

History: A concept study of the “Western Loop” was completed in approximately 2003. The Western Loop corridor ran from Eisenhower Parkway along Fulton Mill Rd to Heath Road to Tucker Rd to Foster Rd and then along Bass Road to Riverside Dr. Costs were identified for the work on this corridor and a roadway cross section was planned for each of the road segments. This concept study is available for use by the selected A-E.

Macon-Bibb County now desires to focus on the northern end of the corridor, from Zebulon Rd. to Riverside Dr. We desire a scoping study and concept plan be conducted that will confirm or change the decisions of the earlier concept study, and identify any potential environmental, utility, financial, or other problems that would prevent or seriously impact the completion of this project. We also desire that this segment of the road be divided into at least two phases to accommodate the commercial development that is occurring from Providence Blvd. to Riverside Dr. However, we desire that the engineer develop phases that will be most likely to receive GDOT funding at the earliest possible time. We desire that the entire corridor from Zebulon Rd. to Riverside Dr. be investigated since we consider these to be points of logical termini.

Projected traffic must meet GDOT requirements for the anticipated service life. Projected traffic for each alternative including a no-build alternative shall be analyzed and compared. A recommendation of the preferred alternative shall be provided.

Based upon the projected traffic and crash data, the need and purpose of the project and the project justification of the preferred alternative shall be provided.

The concept and scoping study will include typical sections with a conceptual layout of the preferred alternative.

The concept and scoping study will identify potential environmental impacts that will have to be mitigated and options for addressing environmental impacts. Environmental impacts to be identified include, but are not limited to, wetlands, streams, soil erosion, historical properties, air quality, noise, ecology, archaeology, freshwater aquatics, and hazardous material sites.

The concept and scoping study shall validate the need for providing sidewalks on both sides of the road and bike lanes. We desire to see options for greater protection for bike lanes, not just wider pavement with paint stripes.

The concept and scoping study shall include cost estimates of all alternatives and construction phases of the proposed project.

The concept and scoping study shall determine and estimate the cost of right-of-way for all alternatives of the proposed project.

The concept and scoping study shall identify existing utilities and identify utility relocation requirements and cost estimates of the utility relocation for all alternatives and the proposed project. Particular attention shall be paid to the impacts on Georgia Power's transmission lines along the corridor to minimize financial impact on the project.

The concept and scoping study shall investigate the need to install any roundabouts or whether to use signalization for traffic control.

The concept and scoping study shall identify in general terms the anticipated landscaping plans for the right-of-way.

The concept and scoping study shall identify in general terms the anticipated lighting requirements of the corridor.

All documents and submittals shall consider GDOT standards and requirements necessary to allow GDOT to expend federal and state funds for the project.

The concept development will include at least one public information open house conducted by the A-E to present preliminary plan development and obtain public input on the preliminary concept.

Review meetings will be held at a mutually agreeable location for all phases, though it is anticipated that review meetings will be in the local area.

The government may negotiate with the A-E for subsequent additional concept, design, environmental, right-of-way acquisition and/or for construction inspection services.

## **2. SCOPE OF SERVICES.**

- a. General: The Architect-Engineer (A-E) shall perform all the services and furnish all materials required for the production of the study to the Engineer including field investigations, surveys, calculations, drawings, cost estimates, and electronic files as stated below.
- b. Work in Excess of Scope: Should requests be received for work that may be beyond scope, the A-E shall immediately notify the Engineer of work he deems beyond the scope of the contract. Work shall not be started on such requests until a contract modification has been approved by Macon-Bibb County. An increase in construction costs over the initial budget program cost shall not be a basis for claim against the Government to increase the A-E fee unless it has been caused by a change in the approved scope of the work by the A-E. Should an enlarged or decreased scope result from the review of surveys and recommendations, adjustments in the A-E fee will be negotiated.
- c. Objectives: In general, the requirements presented are objectives and the Architect-Engineer is encouraged to suggest changes where they would not seriously deviate from the overall requirements and would result in (1) substantial economic savings, (2) improved performance, or (3) greater environmental sustainability in arriving at the end results.

### 3. **ADMINISTRATIVE INFORMATION:**

- a. General: The Macon-Bibb County Procurement Department is responsible for the administration of this contract. No change shall be made in the provisions of this contract without a written contract modification.
- b. Channels for Obtaining Information: Except as specified herein, all requests for information necessary to do this work shall be made to the Project Manager or his supervisor. The A-E shall at all times maintain close liaison with that office by appropriate means to assure maximum coordination of the work.
  - (1) A-E Personnel: The A-E shall appoint a Project Engineer/Manager for this contract to serve as the primary point of contact and liaison between the A-E and the Government. The A-E's project engineer/manager shall be responsible for the complete coordination of all work required for the projects.
- c. Government Furnished Information: The Government will furnish applicable data and information as available for the described work.

### 4. **QUALIFICATIONS**

- a. Prime Consultants are defined as the team submitting the Statement of Qualifications and the firm with whom Macon-Bibb County will contract. The Team is defined as the Prime Consultant and their sub-consultants who are considered team members. The Prime Consultant must be prequalified in the GDOT area classes identified below in Section 4.a.(1). The Prime Consultant or sub-consultant team members must be prequalified in the area classes identified below in section 4.a.(2). Respondents must submit a standard summary form used by GDOT which details the required area classes for the Prime Consultant and all sub-consultants or joint-venture of consultants on the Team. The area classes listed on the

summary form must meet all required area classes or the team will be disqualified. The Prequalification Expiration Date must be current by the deadline stated for this solicitation.

(1) The Prime Consultant must be prequalified by GDOT in the area classes listed below:

<b>Number</b>	<b>Area Class</b>
3.02	Urban Roadway Design

(2) The Team (either the Prime Consultant and/or one or more of their sub-consultant team members) must be prequalified by GDOT in the area classes listed below.

<b>Number</b>	<b>Area Class</b>
1.06(a)	NEPA Documentation
1.06(b)	History
1.06(c)	Air Studies
1.06(d)	Noise Studies
1.06(e)	Ecology
1.06(f)	Archaeology
1.06(g)	Freshwater Aquatic Surveys
1.10	Traffic Studies
3.06	Traffic Operations Studies
3.08	Landscape Architecture
3.10	Utility Coordination
3.13	Bicycle and Pedestrian Facility Design
3.15	Highway Lighting and Outdoor Lighting

## **5. RESPONSIBILITY AND DOCUMENTATION:**

a. Responsibility of the A-E:

- (1) General: Regardless of any review, acceptance, or approval by the Government, the A-E is responsible for the professional and technical quality of all studies, drawings, specifications, and other material produced under this contract. The scoping study shall comply with good engineering practice as determined by the Engineer. The A-E is also responsible for the professional quality and adequacy of the service and materials furnished and for compliance with criteria specified by the Government for use under this contract. The A-E shall incorporate all review comments as directed by the project manager, even if there is a disagreement between the A-E and the Engineer. The A-E may, at his option, note any disagreement with those comments in the project submittal. The A-E shall make corrections to the final submittal as may be required by other review agencies.
- (2) Conferences and Meetings: The A-E shall provide to the Engineer a written record of all conferences and meetings held between the Government and the A-E during which the scoping study of the project is discussed. Written records of conferences and meetings held between the Government and the A-E will not be accepted as a "Notification of Change". Provide each record within 7 days after the conference or meeting.

6. **FIELD SURVEY, SITE ANALYSIS, AND VISITS:**

a. Field Work and Site Analysis:

(1) Visit the project site prior to commencing the study and perform sufficient fieldwork necessary to determine the existing conditions at the site of the work to complete the study.

(2) Verify the accuracy of drawings furnished to him by the Government.

b. Visits: Make as many visits as deemed necessary for effective accomplishment of the work. The project manager may direct further field investigation if it becomes apparent that the A-E's original effort was deficient.

7. **PHASES:** The development of these projects shall be accomplished in phases as indicated Below unless otherwise specified. The A-E shall complete the work as described below:

a. Preliminary Concept and Scoping Phase: Conduct a survey, investigation and study based on broad guidance furnished herein and as may be supplemented by other Government-Furnished material. Perform a scoping study and furnish a report for approval. This phase may include limited design work but must include a cost estimate. This phase will consist of a preliminary environmental analysis, preliminary traffic analysis, preliminary right-of-way analysis, preliminary landscape analysis, and preliminary lighting analysis. These studies shall be sufficient to validate the road alignment, lane configurations, road cross sections and other features that will be needed for government review of the project. Of particular interest will be the effect on the Georgia Power transmission lines. The A-E shall contact the project manager as often as necessary to discuss the study. The study will be submitted to GDOT for review and will be reviewed in conference at the County Engineer's office, Macon, Georgia or in the Mayor's conference room in the Government Center.

b. Public Information Open House: Following approval of the preliminary concept plan, the A-E will refine documents as required based on comments from reviewing agencies and then conduct a public information open house where the drawings illustrating the road concept and right-of-way requirements are shown to the public. The A-E will provide personnel to answer questions from the public and methods to receive comments from the public. The A-E will advertise the meeting in at least two local newspapers, one targeted to the minority community, and provide public notices posted on the right-of-way of the road in advance of the meeting. The A-E will provide a Spanish language interpreter. The government will provide a satisfactory location for the meeting and incur any expenses needed to acquire the meeting space. The public meeting and comment gathering will be structured to meet any requirements for public comment by the Federal Highway Administration and GDOT, including all applicable Title VI requirements.

c. Final Concept and Scoping Phase: After review of the preliminary concept and scoping study submittal by Macon-Bibb officials and GDOT, and after receiving the results of the public information open house, prepare and submit the final package. This will include the traffic analysis, environmental considerations, lane configurations, typical cross sections, landscape considerations, lighting considerations, utility relocation requirements, cost estimate, and phasing considerations.

8. **SCHEDULE:** The A-E shall complete all work and services under this contract within the period of time specified to be issued and deliver the submittals to the project manager in accordance with the schedule. The time required by the Government to review submissions made by the A-E under this contract will vary with the workload. The review periods established in the completion schedules set forth are the maximum anticipated periods required. Every effort will be made to accomplish reviews within shorter periods.

9. **MAIL AND REQUIRED COPIES OF DOCUMENTS:**

a. All documents shall be sent not less than first class mail. Federal Express or other fast delivery may be required in certain instances to meet these deadlines, at no additional expense to the Government. Addresses to use are as follows:

Macon-Bibb County Engineering Department  
Attn: David Fortson  
780 Third St  
Macon, GA 31201

b. Required copies of Documents: The AE shall furnish the required material in the number of copies indicated in the specific requirements below.

10. **DRAWINGS:**

- a. CADD Software: Where CADD drawings are needed, we strongly encourage the designers to use Microstation to conform to GDOT requirements.
- b. The final documentation will be in hard and pdf formats. The A-E is responsible to make any required corrections to the electronic versions to ensure any subsequent hard copies printed out at our office exactly match the hard copy versions of the Corrected Finals.

11. **SCHEDULE AND SUBMITTALS:**

- a. Delivery: Deliver the material as called for in accordance with the schedule noted below. The following schedule is a guide that can be negotiated after award. The reference date is seven days from the award date of the contract.
- b. Schedule Changes: This schedule can later be amended by mutual agreement of the project manager and the A-E. If the schedule is amended, the A-E shall confirm the new schedule with a letter to the project manager. This new schedule becomes contractually binding unless the county notifies the A-E, within 5 days, and in writing, that we disagree with the new schedule.
- d. When almost ready to submit a package, contact the project manager to obtain a time and date for the review conference. With this information, prepare a cover letter and the rest of the package for each office listed in the submittal distribution list below.
- e. Mail the packaged items directly to each office listed.

f. Preliminary Scoping Report:

(1) 45 calendar days after reference date. Provide separately bound submittal packages addressed to the following offices. Each package shall have the following attachments in the order listed.

<u>OFFICE</u>	<u>LIST OF ATTACHMENTS (Abbreviations at end)</u>
Project Manager (2 Cy)	TL, CS, CE
GDOT	TL, CS, CE, (All electronic)
Facilities Management	TL, LtR
Parks & Beautification	TL, LsR

g. Review conference in the County Engineer's office or City Hall with the AE 55 calendar days after reference date. Written review comments will be provided at or within 5 calendar days after the review conference.

h. Public Information Open House:

(1) Conduct the public information open house within 85 days following reference date.

<u>OFFICE</u>	<u>LIST OF ATTACHMENTS (Abbreviations at end)</u>
Display Material	SP, RWA, Comment Sheets

i. Final Concept and Scoping Report:

Final report submittal 140 days after reference date. Provide separately bound submittal packages addressed to the following offices. Each package shall have the following attachments in the order listed.

<u>OFFICE</u>	<u>LIST OF ATTACHMENTS (Abbreviations at end)</u>
Project Manager (2 Cy)	TL, CS, CE, EPC, AC
GDOT	TL, CS, CE, EPC, AC (All electronic)
Facilities Management	TL, LtR
Parks & Beautification	TL, LsR

j. Abbreviations: The above listings of attachments use the following abbreviations:

**Letters/Memos:**

TL Transmittal letter in county format, for that phase

**Narratives/Packages:**

CS Concept/Scoping Study  
DA Design Analysis  
AC Annotated Comments  
APC Annotated Preliminary Comments  
AFC Annotated First Final Review Comments.  
AP Property Appraisal Cost  
EPC Evaluation of Public Comments

LsR Landscape Report  
LtR Lighting Report

**Drawings/Sketches:**

SP Site plan  
BD Blackline or Blueline  
OD Original drawings, signed and sealed  
RD Record drawings/as-builts  
RWA Right-of-way plan on aerial photo.  
RW Right-of-way plan

**Forms:**

CE Cost Estimate

**Computer Products:**

CADD Files of CADD Drawings on CD-ROM with index.  
PDF Project specifications, design analysis (scan hard copies if needed to provide full electronic copy of that portion for future reference), etc. on CD-ROM.

**12. DETAILED TECHNICAL CONSIDERATIONS:** The study shall be accomplished in English (inch-pound) units

**13. CONCEPT, DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION**

**INSPECTION** The government may negotiate with the A-E at a subsequent date to provide an expanded design concept if needed, final construction plans, final environmental documents, right-of-way acquisition and/or construction inspection services for the construction.

**14. DEFECTIVE WORK:** Under this contract, payment by the county and beneficial use of the work will not constitute acceptance of the work that is not in strict conformance to the requirements of the contract or that is determined to result in incomplete, defective, or deficient work. Payment to the A-E of any amount shall not imply release of the A-E from claims or liability due to incomplete, defective, or deficient work, either known or unknown prior to any payments made by the county to the A-E.

**15. INSURANCE:** The A-E shall provide documentation from his insurer providing evidence of coverage of insurance as specified in the general provisions clauses of this contract. At a minimum, this will include \$1,000,000 in Errors and Omissions insurance. All insurance certificates must provide that such insurance cannot be cancelled or modified without giving the Macon-Bibb County Purchasing Department written 30 day notice prior to such cancellation or modification to the to the insurance policy. The insurance must name Macon-Bibb County as an additional insured under the liability and auto insurance policies.





**ENGINEERING SERVICES /DESIGN  
PROFESSIONAL CONTRACT  
FOR TRADITIONAL DESIGN/BID/BUILD PROCESS**

FOR

**MACON-BIBB COUNTY**

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**Concept and Scoping Study for Bass  
Road Widening from Zebulon Road to  
Riverside Drive**

Design Professional: [COMPANY NAME]

Owner: MACON-BIBB COUNTY

**ENGINEERING SERVICES CONTRACT**

**FOR PROJECT NAME: CONCEPT AND SCOPING STUDY FOR BASS ROAD WIDENING FROM ZEBULON ROAD TO RIVERSIDE DRIVE**

**PROJECT ADDRESS: BASS ROAD**

**THIS ENGINEERING SERVICES CONTRACT** (hereinafter "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

**Macon-Bibb County**, Georgia, a political subdivision of the State of Georgia, by and through its duly elected Board of Commissioners, hereinafter "**Owner**" and

\_\_\_\_\_, hereinafter "**Design Professional.**"  
An incorporated architectural and engineering firm

*Design Professional's SSN or Business FEIN:* \_\_\_\_\_  
Georgia State Registration Number of the Registered Professional Sealing the Construction Documents:  
\_\_\_\_\_

1. AMOUNT OF CONSTRUCTION COST LIMITATION: \$ \_\_\_\_\_
2. OWNER'S AUTHORIZED AGENT: Robert A.B. Reichert, Mayor
3. NAME OF DESIGN PROFESSIONAL OF RECORD: [Type Name and Title of DP of Record Signing documents]
4. FEES.
  - a. Basic Design Services Fee. **Lump Sum** \$ \_\_\_\_\_
  - b. Additional Services Fees. \$ \_\_\_\_\_ (See Exhibit A)
  - c. Additional Services Hourly Rates. (See Exhibit B)
5. SCHEDULE. The Design Professional shall provide the services required by this Contract in conformance with the design schedule incorporated in Exhibit C. The Design Professional agrees to complete the Concept study not later than 140 calendar days following execution of this Contract.
6. REPRESENTATIONS. The Design Professional represents the following:
  - a. It is an organization of professionals experienced in the type of services the Owner is engaging the Design Professional to perform;
  - b. It is authorized and licensed to provide professional services in the State of Georgia;
  - c. It is qualified, willing, and able to perform professional services for the Project;
  - d. It has the expertise and ability to provide professional services that will meet the Owner's objectives and requirements; and
  - e. It has the expertise to comply with the requirements of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project.
7. CERTIFICATES. By executing this Contract, the Design Professional agrees that it has reviewed the certificates required by the Design Professional Services Requirements, which it must execute with reference to this Project. The Owner and Design Professional agree that the required certifications do not require knowledge, services, or responsibilities that are beyond the scope of this Contract.
8. ENTIRE CONTRACT. The Design Professional Services Requirements and all Exhibits are incorporated into and made a part of this Contract by reference. This Contract represents the entire and integrated Contract between the Owner and the Design Professional and supersedes all prior negotiations, representations or

contracts, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Design Professional.

For Design Professional (\_\_\_\_\_)

For Owner (Macon-Bibb County)

\_\_\_\_\_  
[Type Name and Title]  
[Company Name]

\_\_\_\_\_  
Robert A.B. Reichert  
Mayor Macon-Bibb County

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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**DESIGN PROFESSIONAL SERVICES REQUIREMENTS  
FOR TRADITIONAL DESIGN/BID/BUILD PROCESS**

**SECTION 1 - GENERAL**

**PART 1 – PRELIMINARY MATTERS**

**1.1.1 Project Parameters.**

1.1.1.1 Objectives/Use. The project is being designed to meet a requirement for the Owner as identified in the Contract.

1.1.1.2 Physical Parameters. The project will be constructed on public property of Owner. An A-E Services Statement of Work (SOW) describing the project requirements is included at Exhibit C.

1.1.1.3 Owner's Pre-design Study. The Design Professional will design the project in accordance with the Owner's Pre-design Study, if any, as amended, a copy of which is included in Exhibit C and incorporated into and made a part of this document by reference. If no Pre-design Study is available, the Design Professional will design the project in accordance with the Owner's SOW included in Exhibit C.

1.1.1.4 Time and Schedule. A Design Schedule, including major milestones for the production of the design and construction documents, as well as the anticipated time required for design is included in the SOW at Exhibit C and is incorporated into and made a part of this Contract by reference. The Design Professional and the Owner agree that the time limits shown in the schedule are reasonable and achievable. Changes in the major milestone dates will require the consent of both parties, which shall not unreasonably be withheld.

1.1.1.5 Delays. The Design Professional is responsible for the timely performance of its design and engineering services, but shall not be responsible for delays due to persons or conditions beyond the Design Professional's control. The Design Professional assumes full responsibility for the timely performance of its consultants.

1.1.1.5.1 Delays by Design Professional

If the completion of the design is delayed by reason of ordinary negligence on the part of the Design Professional, the Design Professional shall indemnify the Owner against all reasonable costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional shall provide accelerated services at its own expense to make up time lost because of such delay.

1.1.1.5.2 Delay by the Owner

If the Design Professional is delayed in performance of its services by any act or omission of the Owner, or by changes ordered by the Owner, or by causes beyond the Design Professional's control, or by a delay authorized by the Owner, then Design Professional may request an equitable adjustment of its performance schedule.

**1.1.2 Project Team.**

1.1.2.1 Owner's Authorized Agent. For the purpose of administration of this Contract, the Owner's Authorized Agent is the Owner's Representative. The Owner's Authorized Agent has the right and power to bind the Owner in all project matters, requiring approvals, authorization, written notice and Change Orders.

1.1.2.1.1 Designated Representative. For the purposes of performance of this Contract, the Designated Representative of the Owner's Authorized Agent is the Macon-Bibb County Engineer. The Designated Representative shall be fully acquainted with project and provide

the Design Professional the information and services required of the Owner and the Owner's Authorized Agent by this contract so as not to delay the services of the Design Professional. The Design Professional shall render all services pursuant to this Contract under the direction and supervision of the Designated Representative.

1.1.2.2 Review of Services of the Design Professional. The Design Professional agrees that the Owner is at liberty to engage consultants for the purpose of checking, reviewing, and commenting upon the deliverables provided under this Contract. The Owner is hereby authorized to deliver a certified copy of this Contract to Design Professionals or consultants, or both, as selected by the Owner for the foregoing purposes, and such delivery will constitute the unqualified consent and agreement on the part of the Design Professional and its consultants to the checking, reviewing and commenting upon the deliverables provided under this Contract.

1.1.2.3 The Owner's Consultants. If the Owner elects to engage an independent consultant for any reason, the Design Professional agrees to cooperate with such consultant in the professional services provided under this Contract. The Owner will provide a copy of the contract with such consultant to the Design Professional upon a written request from the Design Professional.

1.1.2.4 The Design Professional's Team.

1.1.2.4.1 Design Professional of Record. The Design Professional of Record is the individual identified in the Contract. The Design Professional of Record shall not be changed without written permission from the Owner, unless the Design Professional is incapacitated, is unable to perform, or leaves the firm. In that event, the replacement is subject to approval by the Owner.

1.1.2.4.2 Key Personnel and Consultants. The Design Professional agrees that the Project will be performed substantially with the key personnel and consultants presented at the time of selection. The Design Professional's key personnel and consultants who have been assigned to the Project, along with a description of the role and duties of such personnel are listed in Exhibit M hereof. The Design Professional acknowledges that the Owner has relied upon the designated assignments and roles of the key personnel and consultants in its decision to enter into this Agreement. Without good cause shown, the key personnel and consultants shall remain assigned to the Project throughout the duration of the Project and shall not be changed without the Owner's prior written approval, which approval will not be unreasonably withheld.

1.1.2.4.3 Design Team. The Design Professional represents that it has or will secure at its own expense, all personnel required in the performance of this Contract, except for personnel required to be furnished by the Owner. The Design Professional's personnel shall not be employees of the Owner. The Design Professional further represents that all of the services required hereunder will be performed by the Design Professional or under its supervision, and, as applicable, all personnel so engaged shall be fully qualified and shall be authorized under State or local law to perform such services.

1.1.2.5 Change in Business Form. In the event the Design Professional changes its business form, it shall notify the Owner in writing and include appropriate tax identification information. The Owner shall make all future payments in accordance with such notice and a signed amendment to this Contract.

1.1.2.6 Acquisition of Consulting Services. The Design Professional shall select, using a qualifications-based selection process, the following:

1.1.2.6.1 Registered Professional Engineers and Other Licensed Consultants. The Design Professional may select registered professional engineers or other licensed consultants to render professional services to the Design Professional.

1.1.2.6.2 Stamp of Registered Professional Engineer or Other Licensed Consultants. The Design Professional agrees that all drawings and specifications for engineering services shall be performed by registered professionals in its own organization, or the Design Professional agrees to employ without additional cost to the Owner, the services of registered professionals regularly engaged in delivering such professional services. Design documents so prepared shall bear the stamp of responsible registered professionals licensed in the State of Georgia.

1.1.2.6.3 Geotechnical Engineer. The Design Professional may select a licensed geotechnical engineer, as necessary to accomplish the project requirements without additional cost to the Owner

1.1.2.6.4 Other Consultants. Without diminishing its duties hereunder, but to assist the Design Professional in performing its services, the Design Professional may select other consultants to render professional services to the Design Professional

1.1.2.6.5 Incorporation of Terms in Consultant Contracts. The Design Professional agrees to incorporate all of the material provisions of this Contract into each Consultant Contract, and that failure to accomplish such incorporation by an express provision in each Consultant Contract is a breach of an essential covenant of this Contract. In the event of such breach the Design Professional shall, within five (5) calendar days after demand of the Owner, furnish proof in writing that the deficiency has been remedied to the end that no subcontractor or consultant may maintain that it has not assumed toward the Design Professional all the obligations and responsibilities that the Design Professional has assumed toward the Owner.

1.1.2.7 Notification of Design Professional's Consultants. As soon as practicable after award of the Contract, the Design Professional shall furnish in writing to the Owner the names of persons or entities proposed to be consultants on the Project not previously selected under Subparagraph 1.1.2.4.3. The Owner will promptly reply to the Design Professional in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within fifteen calendar days shall constitute notice of no reasonable objection. A list of consultants and key personnel that will be retained by the Design Professional for the Project (along with a description of their respective role or services), and that have been pre-approved by the Owner, as of the date of this Contract, is attached hereto as Exhibit M. All consultants shall be duly licensed pursuant to any applicable requirements and regulations of the State of Georgia. The Design Professional shall not, without good cause and only after obtaining the approval of the Owner, change a consultant (or its role or services) previously selected. The Design Professional shall be responsible to the Owner for the acts of, and services provided by, its consultants. The Owner's review, approval, or rejection of consultants or their respective proposal or contracts, will not relieve the Design Professional of its responsibilities under the Contract, nor will it relieve the Design Professional of its responsibilities for the acts or omissions of such consultants.

1.1.2.8 Coordination. The Design Professional shall coordinate all the services of all design consultants for the project. The Owner shall require a reciprocal coordination clause in each of its separate consultant contracts.

### **1.1.3 Project Team Cooperation, Partnering.**

1.1.3.1 Concept. It is the Owner's expectation that the Program Manager, if any, the Design Professional, the Owner, Owner-retained consultants, any Separate Contractors and the CM, if any, shall work as a project team to effect the commencement of and completion of the



project in accordance with the Contract Documents. By its various contracts with the other parties, the Owner will require that each team member communicate with all other team members to encourage and facilitate overall coordination, cooperation and efficiency, and cooperate fully with and coordinate fully with each other team member in order to achieve project completion in an expeditious and economical manner. The CM, if any, in consultation with the other team members, shall schedule regular meetings of the key principals of the project team in an effort to solve problems in a partnering atmosphere to facilitate the ability of each team member to meet its business objectives, so long as consistent with the successful completion of the Project, in real time. It is the Owner's intent that all consensus decisions of the team, where differing from the Contract Documents, be reduced to writing in an appropriate Change Order or amendment or modification.

1.1.3.2 Conference. Promptly after the execution of the Design Contract, the Design Professional shall confer with the Owner, and the Program Manager (if any), to identify personnel and relevant organizational charts of each team member firm, and to establish working relationships with each team member.

#### **1.1.4 The Design Contract's General Requirements.**

A copy of the SOW for the design contract is attached hereto as Exhibit C and is incorporated herein by reference. If the Owner includes Construction Management services in the Contract, the Design Professional shall perform the construction management duties in this Contract and all of the duties of the Design Professional called for in the SOW.

#### **1.1.5 Insurance.**

1.1.5.1 Insurance Provisions. From insurers authorized to provide the required insurance in Georgia, the Design Professional shall provide the following kinds of insurance in the minimum amount of coverage set forth below, to cover all loss and liability for damages on account of bodily injury, including death there from, and injury to or destruction of property caused by or arising from any and all operations carried on and any and all work performed by the Design Professional under this Contract. Within ten (10) calendar days after execution of the Contract and during the entire period of the Design Professional's responsibility under the Contract, the Design Professional shall maintain professional liability insurance for claims arising from the negligent performance of professional services under this contract as provided herein. The Design Professional shall file with the Owner a certificate of insurance from an insurance company rated at least A- by Best's and licensed to do business in the State of Georgia showing evidence of insurance as follows:

1.1.5.1.1 Worker's Compensation and Employer's Liability. Statutory coverage; Employer's liability in the minimum amount of \$1,000,000 per occurrence;

1.1.5.1.2 Commercial General Liability Insurance. Commercial General Liability Insurance of at least \$1,000,000 per occurrence, including Automobile Comprehensive Liability Coverage to cover vehicles, owned, leased or rented by Design Professional. The Design Professional shall require its consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above. The Commercial General Liability policy shall name the Owner and Using Agency as additional insureds.

1.1.5.1.3 Professional Liability (Errors and Omissions) Insurance. Limits shall not be less than the following:

- (a) i. For Design Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- ii. For Subconsultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

(b) The Design Professional shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Design Professional for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the final completion of the Project.

1.1.5.1.4 Maximum Deductible. No policies shall specify a deductible of more than \$250,000 per claim. If demanded in writing by the insurer and with the Owner's approval, the deductible limit may be increased to an amount not in excess of the limit established for Design Professionals under the usual deductible guidelines of the insurer.

1.1.5.1.5 Insurer's Endorsement. Each certificate of insurance shall bear an endorsement in words exactly as follows:

Insurer agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty calendar days (ten calendar days for nonpayment of premium) after written notice by United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the party to be notified at such party's address as follows:

[Insert the name and address of the Owner as shown in the Contract]

1.1.5.2 Insurance Premiums and Deductibles. The Design Professional shall pay the insurance premiums. If additional insurance coverage is required by the Owner, an amendment to this Contract shall be executed and the additional cost of the insurance shall be paid by the Owner as a reimbursable cost. All deductibles shall be paid by the Design Professional.

1.1.5.3 Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.

## 1.1.6 **Meaning of Terms.**

1.1.6.1 Meaning of Terms. Unless specifically defined herein, terms used in this Contract and its General Requirements shall have the same meaning as in common usage and defined in a standard dictionary.

1.1.6.2 Other Defined Terms. Terms defined in other documents associated with this Project, including the Program, the Contract Documents and the General Requirements, and Supplementary General Requirements, if any, and any program management contract for the management of this Project, shall have the same meaning in this Contract unless such meaning is in conflict with the meaning defined herein.

1.1.6.3 Defined Terms.

1.1.6.3.1 *Contract Administration.* See Section 2, Part 2 and Section 3, Part 2.

1.1.6.3.2 *Construction Documents.* See Section 2, Part 1, Article 2.1.4.

1.1.6.3.3 *General Requirements.* This portion of the Construction Documents deals with the general requirements of the construction process. See also Section 1, Part 1, Article 1.1.4.

1.1.6.3.4 *Construction Cost Limitation.* The amount allocated for the construction of the Project prior to the award of the Construction Contract. Construction Cost Limitation does not include design costs, Owner contingency, or Site acquisition costs

1.1.6.3.5 *CM Supplementary General Requirements.* The portion of the Construction Documents dealing with specific requirements of the construction process that are unique to the Project and shall be drafted by the Design Professional based on specimens provided by the Owner. See Exhibit N.

## **PART 2 – RESPONSIBILITIES OF THE PARTIES**

**1.2.1 Cooperation and Working Relationships.** The parties to this Contract agree to reasonably cooperate to fulfill their respective obligations under this Contract and shall endeavor to maintain good working relationships with the other members of the project team.

**1.2.2 Owner-Furnished Information.** The Design Professional may rely on the accuracy and completeness of Owner furnished information unless notified otherwise. The Design Professional shall notify the Owner upon discovery of any inaccuracies in the information furnished.

### **1.2.3 Responsibilities of the Owner.**

1.2.3.1 Timely Decisions. The Owner represents that it will assure reasonable access to available necessary records, reasonable cooperation on the part of affected officials and employees, and expeditious decisions on matters that affect the progress of work under this Contract.

1.2.3.2 Pre-design Study. The Owner shall provide the Design Professional with the Pre-design Study, if any, as amended.

1.2.3.3 Program. In the event no Pre-design Study is available, the Owner shall provide the Design Professional with a design requirements Statement of Work (SOW) that describes the Owner's objectives, schedule, constraints and criteria, including special equipment, systems and site requirements.

1.2.3.4 Modification of the Owner's Requirements. In the event the Detailed Construction Cost Estimate of the work exceeds the Construction Cost Limitation stated in the Contract, the Owner may at its discretion modify the Owner's requirements sufficiently to permit balancing the Detailed Construction Cost Estimate with the Construction Cost Limitation. In the event the Detailed Construction Cost Estimate exceeds the Construction Cost Limitation, the Design Professional agrees that modifications made for the purpose of balancing the Detailed Construction Cost Estimate with the Construction Cost Limitation shall not create a claim for Additional Services of this Contract, except in the event of scope of work changes, in which case the Design Professional shall be compensated in accordance with provisions in the SOW.

1.2.3.5 Surveys. The Owner shall furnish GIS data describing physical characteristics, right-of-way and easement limitations, and general utility locations for the site of the Project.

1.2.3.6 Responding to the Design Professional. Owner will review and respond with reasonable promptness in accordance with the Design Schedule to the design professional for additional information, comments or approvals that the design professional requires to complete the design documents to stay on schedule. Owner shall require any of its separate consultants to respond to the Design Professional within fourteen calendar days of any request by the Design Professional.

1.2.3.7 Royalties, Patents, Copyrights. Owner shall pay all royalties and license fees for copyrighted material or patented methods or systems required by the Owner to be in the Project.

1.2.3.8 Duty to Report. The Owner's review or approval of any documents prepared by the Design Professional or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. In the event the Owner discovers any errors, inconsistencies, or omissions in the Construction Documents or Instruments of Service, the Owner shall promptly report the same to the Design Professional. No review or approval of Construction Documents or Instruments of Service by Owner shall relieve the Design Professional of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

#### **1.2.4 Responsibilities of the Design Professional.**

##### 1.2.4.1 Authority to Act.

1.2.4.1.1 Authorization. The Design Professional of Record is authorized to act on the Design Professional's behalf with respect to the Project.

1.2.4.1.2 Not an Agent of the Owner. The Design Professional is not a representative or agent of the Owner, and has no authority to act on behalf of the Owner unless specifically directed by the Owner in writing (see Exhibit A, Additional Services, Program Management Services and Exhibit N, Construction Management Inspection Services).

1.2.4.2 Distribution of Project Information. No reports, information or other material given to or prepared by the Design Professional under this Contract shall be made available to any person not directly or indirectly involved with the construction or design of the Project by the Design Professional without the prior written approval of the Owner unless otherwise required to do so by law.

1.2.4.3 Written Approvals. The Design Professional shall comply with all applicable laws, codes, and regulations in effect at the time the Construction Documents are completed, and shall make reasonable efforts to obtain written approval of the appropriate authority of all proposed connections to private or public utility systems or public and private roads and streets, when such connections are planned as part of the Project. If no such approval can be obtained, the Design Professional shall so notify the Owner. The Design Professional shall design all connections to private or public utility systems or public roads and streets to comply with applicable ordinances, regulations and codes.

1.2.4.4 Applicable Building Codes. It is the professional responsibility of the Design Professional to provide Construction Documents that conform to applicable building codes, zoning codes, laws, regulations and generally accepted construction industry standards. The Design Professional shall signify its responsibility for the Contract Documents prepared pursuant to this Contract by affixing its signature, date and seal thereto. The Design Professional shall insert the following statement on the cover sheet of the drawings.

*To the best of my knowledge, information and belief, the plans, specifications and addenda comply with the applicable building codes.*

1.2.4.5 Limited Design Warranty. The Design Professional warrants to the Owner that its design and the Professional Design Services provided for the Project reasonably meet the intent of the Program, are consistent with sound design principles commonly used by Design Professionals under similar circumstances, the resulting design is constructible by a qualified Contractor using appropriate construction methods, and the Instruments of Service and Construction Documents are reasonably accurate, coordinated, and adequate for construction, and are in conformity and comply with all applicable laws, codes, and regulations. The Design Professional further warrants

to the Owner that the technical specifications of the equipment specified by the Design Professional meet industry standards (such as approval by UL, or other independent quality assurance rating agencies), and the design permits installation in a useable configuration with appropriate utilities. The Design Professional does not undertake to make any manufacturer's warranty, such as a warranty as to the materials, design, manufacture, or workmanship of the equipment. As between the Owner and the Design Professional, the sole remedy for breach of this Limited Design Warranty during the design and construction phase of the Project by the Design Professional is that (i) the Design Professional shall redesign the defective design, consistent with the Program or Pre-design Study, at no expense whatsoever to the Owner; and, (ii) if construction of the defectively designed component has commenced, to the extent its remediation cost exceeds the cost that the Owner would have reasonably incurred without the breach of this Limited Design Warranty, the Design Professional shall indemnify the Owner for such additional cost. This Limited Design Warranty does not enlarge or diminish the Design Professional's liabilities as the result of a Negligent Professional Act in the performance of professional services as defined below.

1.2.4.6 Design Professional Standard of Care and Indemnity. The Design Professional makes the following Professional Indemnity:

1.2.4.6.1 Standard of Care. The Design Professional by the execution of this Contract warrants that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further warrants that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by licensed professionals under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for the failure to exercise such degree of care, learning, skill, and ability or as is otherwise set forth within this Contract.

1.2.4.6.2 Professional Services Indemnity. The Design Professional shall indemnify, release, and hold harmless the Owner, its officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by the Owner and any of the Owner's officers, members, employees or agents), claims, suits and judgments to the extent arising or resulting from the delivery of Professional Services under this Contract, as defined below, but such indemnity is limited to those liabilities arising from a Negligent Professional Act of the Design Professional, as defined below.

a. For the purposes of the Professional Services Indemnity in Subparagraph 1.2.4.6.2 above, Professional Services means those services performed by a licensed professional in Design Professional's employ.

b. For the purposes of the Professional Services Indemnity in Subparagraph 1.2.4.6.2 above, Negligent Professional Act means a negligent act, error, or omission in the performance of Professional Services by Design Professional (or by any person or entity, including joint ventures, for whom the Design Professional is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

1.2.4.6.3 Non-Professional Services Indemnity. To the extent of the contractual liability provisions of the Commercial General Insurance policy required by subparagraph 1.1.5.1.2 above, Design Professional hereby agrees to indemnify and hold harmless the Owner, its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of the Design Professional, its agents, employees

or others working at the direction of Design Professional or on its behalf, or due to any breach of this Contract by the Design Professional or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Design Professional. This indemnification does not extend beyond the scope of this Contract and the work undertaken there under. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to the sole negligence of any Indemnatee.

1.2.4.7 No Fee for Changes Caused by the Design Professional's Oversight. Notwithstanding any other provision in this Contract to the contrary, the Design Professional shall receive no fee for Change Orders caused by the oversight of the Design Professional.

1.2.4.8 The Owner's Approval. The Design Professional acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of professional service and the Owner, therefore, assumes no responsibility for such. The Design Professional acknowledges and agrees that the Owner approval or acceptance of the Design Professional's services is limited to the function of determining whether there has been compliance with the Owner's requirements provided in this Contract. The Owner does not undertake to inquire into the adequacy, fitness or correctness of Professional Services. The Design Professional agrees that no approval of services by any person, body, or agency shall relieve the Design Professional of its responsibility for the adequacy, fitness, suitability and/or correctness of Professional Services.

1.2.4.9 Consultants. The Design Professional shall furnish those consultants as are normal and customarily necessary to complete the services as described in Section 2 as a part of the Design Professional's Basic Services. The Owner shall pay as Additional Services for other consultants to complete the services as described in Section 3.

1.2.4.10 Tests. The Design Professional shall select and engage additional consultants and testing firms as necessary to perform surveys, borings, and test pits, as well as chemical or mechanical tests, or other tests proposed by the Design Professional. The Design Professional shall require that all tests called for in the Contract Documents be performed, and the Design Professional shall not be liable for errors on the part of the laboratory, engineer, surveyor, or other testing service for tests not required to accomplish the SOW. The Owner shall pay for all such tests not required by the SOW as a reimbursable expense when approved by the Owner in advance.

1.2.4.11 Building Official. The Director of Macon-Bibb County Department of Business Development is the Building Official for the Owner. The Design Professional shall fully support the Building Official's code enforcement duties for the Project, for other than the Life Safety, Elevator, Building Accessibility and Fire Safety rules, regulations and codes administered by the State Fire Marshal and local health department. Accordingly, the coordination of the "Special Inspections" required under the Georgia State Minimum Standard Building Code, as adopted by the State of Georgia, and the associated record-keeping activities, are a part of the Basic Services of this Contract. The Design Professional shall keep two sets of the Record Documents and any other documents required by the building codes, zoning codes, regulations, or applicable laws, for a period of ten years.

1.2.4.12 Keeping the Project on Schedule. The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the schedule in the SOW as amended and approved by the Owner. The Owner shall seek the Design Professional's input if any change in the Owner's requirements affects the design schedule. The Design Professional acknowledges and agrees, absent fault of the Owner or *force majeure*, that if the agreed-upon design milestones in the SOW schedule are not met, the Design Professional will, at its own expense, accelerate its work, accelerate or replace delinquent consultants, and retain such additional resources as necessary to return the Project to the schedule.

1.2.4.13 Time Periods. If, because of events beyond its reasonable control, the Design Professional is not able to meet a specified time period, then it may ask for additional time from the Owner.

### **1.2.5 Access to Records and Documents.**

1.2.5.1 Access and Audit. The Owner shall have reasonable access to all books, documents, papers, and records of the Design Professional concerning the Project in order to make audit examinations, excerpts, and transcripts relative to this Contract. Records of reimbursable expenses and expenses pertaining to services performed shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner's representative at mutually convenient times, but in no event more than 72 hours after a written request from Owner.

1.2.5.2 Open Records Act. The Design Professional acknowledges the application of the Georgia Open Records Act (See O.C.G.A. §50-18-70) to the Design Professional's records concerning this Project and agrees to comply with all requirements there under and require same of all consultants. The Design Professional must promptly advise Owner in writing within 24 hours of a request for records falling under the Act.

**1.2.6 Construction Management Delivery Requirements.** If Construction Management services are awarded through Exhibit A, the Design Professional shall coordinate its design and construction management duties with the construction contractor as a team with the following objectives and responsibilities:

*During Pre-construction:*

- Design review for constructability
- Design review for value engineering

*During Construction:*

- Develop a cost tracking methodology to advise all parties if the expected or projected costs may exceed the Construction Cost Limitation, and that provides realistic suggestions to regain balance between cost and scope
- Develop, or if a Program Manager is engaged, coordinate a cost tracking methodology to compare estimated costs with real time actual costs
- Document, or if a Program Manager is engaged, coordinate the documentation of all cost related decisions and their rationale and provide Owner with this record in a bound volume upon completion of the Project
- Inspect construction for compliance with Contract.
- Development and issuance of construction documents for construction packages to implement Change Orders as identified during construction or directed by the Owner
- Review and coordinate the issuance of Change Orders
- See Exhibit N for additional requirements

## SECTION 2 – BASIC SERVICES

### PART 1 – DESIGN SERVICES

#### 2.1.1 General.

Basic Services shall include all normal and customary professional services of the Design Professional and its consultants required in connection with the SOW for the Project. (See Exhibit C.)

The Design Professional shall furnish or provide the architectural and engineering services necessary to design the Project in accordance with the Owner's requirements as outlined in the Owner's SOW. The Design Professional agrees to prepare applicable drawings, specifications, and other documents in which the Design Professional designates complete definite and clear methods and materials of construction. The Design Professional shall call for no result unless the Design Professional has furnished complete, definite, and clear drawings and specifications as to the construction results to be achieved. In particular, the Design Professional shall require of its Consultants the level of quality recommended by industry standards (e.g., ASCE for structural engineers). The Owner and Design Professional, in this regard, acknowledge and agree that the Contract Documents are addressed to skilled tradesmen in the construction profession who shall be required to use their special skills and experience, through submittals and shop drawings, where required, to translate the Design Professional's design intent into a completed structure. Where appropriate, the Design Professional shall indicate in the Contract Documents when particular shop drawings will require the seal of a specialty consultant before being submitted for review. The Design Professional shall prepare suitable Proposal Documents adequate for the preparation of proposals.

2.1.1.1 Considerations for Design. The Design Professional shall review the SOW with the Owner to confirm its understanding of the Owner's requirements. The Design Professional shall design in accordance with the SOW provided by the Owner, taking into consideration the value of alternative materials, building systems, equipment, maintenance costs, budget, and other considerations in its design.

2.1.1.2 Meetings and Presentations. The Design Professional shall attend meetings, take appropriate minutes, distribute minutes to Owner, attendees and interested parties, and otherwise explain its work product as may be necessary to its implementation.

2.1.1.3 Approval of Governmental Authorities. The Design Professional shall assist the Owner in filing any required documents for the approval of governmental authorities having jurisdiction over the Project, when applicable.

2.1.1.4 Contingencies. No final construction cost estimate submitted by Design Professional shall include a construction contingency amount without providing a specific justification. .

2.1.1.5 No Calculated Risks. The Design Professional agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Design Professional shall take no calculated risks in the design of the work.

#### 2.1.2 Instruments of Service.

2.1.2.1 Definition of Instruments of Service. Instruments of Service are those drawings, specifications, and other documents, including those in electronic form, prepared specifically for this Project by the Design Professional and its consultants. In recognition of the public ownership of the Project, the Design Professional and its consultants agree and shall be deemed to have prepared their respective Instruments of Service as architectural and engineering works and as works for hire as defined in 17 U.S.C. §§102(a)(8) and 201(b), thereby transferring and vesting in the Owner, pursuant to 17 U.S.C. §201(d), all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service and in the buildings, improvements, and structures constituting the Project.



2.1.2.2 Copyright. Upon execution of this Contract, the Design Professional expressly grants, assigns, transfers, and otherwise quitclaims to the Owner, its successors, and assigns, pursuant to 17 U.S.C. §201(d), all common law, statutory, and other reserved rights, including copyrights in both the Instruments of Service and in the buildings, improvements, and structures embodying the architectural and engineering works that constitute the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums, when due, under this Contract. The Design Professional shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Contract. The Design Professional warrants (and shall cause each of the Design Professional's consultants to warrant also) that this transfer of copyright and other rights is valid against the world.

2.1.2.3 License to the Design Professional. Notwithstanding the rights, ownership, grants, assignments, transfers, and quitclaims set forth in Paragraphs 2.1.2.1 and 2.1.2.2 of this Article above, the Owner expressly grants, assigns, and transfers a permanent and exclusive license to the Design Professional, its successors, and assigns, for the Design Professional's Instruments of Service, and to each consultant (including the consultant's successors and assigns) of the Design Professional for such consultant's Instruments of Service, to use, reproduce, sell, transfer, and accomplish derivative works there from, for any and all purposes, except as noted in Paragraph 5.3.3.3.

2.1.2.4 Release of Liability. The Owner agrees and hereby forever releases the Design Professional from all liabilities that might arise from the Owner's use of the Instruments of Service or other licensed portions of the Construction Documents for any alterations, additions, subtractions, or modifications of the Instruments of Service or of the buildings, improvements, and structures of the Project resulting there from, or for use in other Projects; provided, however, that this release does not apply to liabilities arising from the original Instruments of Service and the buildings, improvements, infrastructure, and structures of the Project that have not been altered, added to, subtracted from, or modified subsequent to completion of construction of the Project by the Owner, its successors, or assigns.

2.1.2.5 Use of Instruments of Service. Except for the rights and licenses granted in this Article, no other license or right shall be deemed granted or implied under this Contract. The Owner permits and authorizes the Contractor, Subcontractors, sub-Subcontractors, and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work.

### **2.1.3 Site Evaluation and Planning Services.**

2.1.3.1 Preliminary Evaluation. Site evaluation and planning functions should proceed concurrently with the accomplishment of the preliminary design. The Design Professional shall conduct a preliminary review of the site based on information furnished by the Owner. The Design Professional will advise the Owner of potential site-related problems that the Design Professional notes from such review.

2.1.3.2 Plot Plan. The construction drawings should include a Plot Plan designated as such on the drawing and consisting of one sheet only. The Plot Plan serves as the basis for the site evaluation. All work shall be sited on the plot plan to scale. In the absence of written consent of the Owner in advance, the Plot Plan shall comply with The A-E SOW at Exhibit C.

#### **2.1.3.3 Land Disturbance Permitting.**

2.1.3.3.1 General. The Design Professional and its consultants are responsible for providing documentation for any applicable land disturbance permitting. The Design Professional is contractually required to provide the documentation for the Owner to

obtain the land disturbance permit(s) that comply with the National Pollution Discharge Elimination System (NPDES) general permit for storm water management for construction activities. As a general principle, compliance requires that there be properly designed Best Management Practices (BMPs), properly installed BMPs, and inspection and maintenance of the installed BMPs.

2.1.3.3.2 Implementation. Where applicable the Design Professional and its consultants shall depict upon the Site Plan elements of the erosion, sedimentation and pollution control plan, specifying its recommended design of BMPs for the Project, including storm water management facilities, and other like matters for submission to the permitting officials that enables the land disturbance permitting of the Project. With assistance of the Owner, the Design Professional shall resolve any deficiencies with a goal that all environmental permitting and plans be approved by the end of the Pre-commencement period.

2.1.3.4 Additional Information. The Design Professional shall advise the Owner of the need for any information that the Design Professional determines should be provided by testing laboratory or similar third party provider. With prior written approval of the Owner as to cost and other business terms, the Design Professional shall contract for the information or, if the Owner elects, the Owner shall contract as advised by the Design Professional. The Design Professional shall not be liable to Owner for professional judgment of third party providers. The Design Professional shall inform the Owner if the Design Professional discovers any defect in the information so provided. Except as provided above as to tests, the retention of independent contractors or other assistance does not relieve the Design Professional of any responsibility under this Contract.

#### **2.1.4 Construction Documents.**

2.1.4.1 General. Construction Documents shall be provided as required by the A-E SOW at Exhibit C.

2.1.4.2 Specification Format. The Construction Specifications should be in full Georgia Department of Transportation format covering required materials, products and equipment, their installation and operation, quality assurances, reference standards and submittal requirements. The Construction Specifications shall provide all supplemental information and requirements included but not elsewhere covered by the Contract Documents.

2.1.4.3 Construction Drawings. Contract drawings shall consist of those drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, systems and other related work. Quantities and CADD requirements are included in the A-E SOW at Exhibit C.

## **PART 2 – CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

Construction contract administration services are not included in the basic contract. Construction management inspection or other additional design services may be included in the contract as identified in Section 3, Additional Services and Exhibits A and N.

## SECTION 3 – ADDITIONAL SERVICES

### PART 1 – ADDITIONAL DESIGN SERVICES

**3.1.1 General.** Supplemental to those services described under Basic Design Services, the Design Professional and its consultants may be called upon to provide certain Additional Design Services and CM/Contract Administration Services during the course of the Project. For the purposes of this Contract, a list of sample Additional Design Services and CM/Contract Administration Services is set forth in Exhibit A, and may be modified, augmented or expanded on Exhibit N, including any stipulated payment amounts for those Additional Design Services and CM/Contract Administration Services for which compensation can be projected and agreed upon in advance. The parties agree that other Additional Design Services and CM/Contract Administration Services may be required or requested by the Owner and set forth on Exhibits A and N, with the compensation to be agreed upon prior to the Design Professional undertaking the Additional Design Services or CM/Contract Administration Services; provided, however, that if such compensation cannot be agreed, the Additional Design Services or CM /Contract Administration Services shall not be awarded.

#### **3.1.2 Typical Additional Design Services.**

**3.1.2.1 Building Commissioning.** The Commissioning Provider is generally a separate entity from the Design Professional. In the event the Design Professional is selected to provide Commissioning services, a separate contract will be executed to cover Building Commissioning with the Owner. If a Commissioning Provider is retained, the Design Professional shall consult with, coordinate with, and support the Commissioning Provider throughout the Design and Construction Contract Administration phases of the Project. The Design Professional shall recognize that the ultimate purpose of Commissioning—the full, complete, and functional operation of the item or system being commissioned—is dependent upon the Commissioning Provider’s ability to review the design and installation of the systems.

**3.1.2.2 Subsurface Utility Engineering (SUE).** The Design Professional, through its consultant engineers, undertakes to assist managing certain risks associated with subsurface utilities by mapping and assessing existing utilities at appropriate quality levels and coordinating the design and relocation of such utilities, in accordance with ASCE standards.

**3.1.2.3 Master Planning.** The Design Professional may be requested to integrate the Project into a master plan for the campus or facility. While master planning is normally done through a separate contract, where there is no master plan developed, the Design Professional may be requested to perform such services for the Owner.

**3.1.2.4 Landscape Planning and Design.** The Design Professional may be requested to provide, or secure through a landscape architect, landscape and irrigation planning for the project and adjacent lands for the campus or facility.

**3.1.2.5 Existing Facilities Analysis.** To complement the Project, master planning, and landscape planning, the Design Professional may be requested to analyze existing facilities, both for anticipated future uses and to develop additional future utilization for such facilities.

#### **3.1.3 Other Additional Design Services**

**3.1.3.1 Additional Scopes of Service.** The Scopes of service for Additional Design Services without samples on Exhibit A should be drafted and attached as Exhibit N.

**3.1.3.2 Modifications to Sample Scopes of Service.** The sample scopes of service in Exhibit A may be modified or expanded and attached as Exhibit N. In such case the scope of service in Exhibit A should be appropriately annotated.

## **PART 2 – ADDITIONAL CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

**3.2.1 General.** Supplemental to those services described under Basic Design Services, the Design Professional and its consultants may be called upon to provide certain Additional CM/Contract Administration Services during the course of the Project. For the purposes of this Contract, a list of sample Additional Design Services and CM/Contract Administration Services is set forth in Exhibit A, and may be modified, augmented or expanded on Exhibit N, including any stipulated payment amounts for those Additional CM/Contract Administration Services for which compensation can be proposed in advance. The parties agree that other Additional CM/Contract Administration Services may be required or requested by the Owner and set forth on Exhibit N, with the compensation to be agreed upon prior to the Design Professional undertaking the Additional CM/Contract Administration Services; provided, however, that if such compensation cannot be agreed, the Additional Services shall be performed at the hourly rates set forth listed in Exhibit B, plus reimbursable expenses pursuant to Article 4.1.3, with a limitation as to maximum amount specified or shall not be awarded at the option of the Owner.

### **3.2.2 Typical Additional CM/Contract Administration Services**

**3.2.2.1 Program Management Services.** The Owner may request the Design Professional to provide Program Management Services. In such event, the Design Professional becomes, for specific services, the agent of the Owner. The Owner may request the Design Professional to provide such program management services, either through this contract or by a separate contract, at the Owner's option.

**3.2.2.2 Construction Inspection Services.** The Owner may procure construction inspection services through the Design Professional. The Owner may request the Design Professional to provide such inspection services, either through this contract or by a separate contract, at the Owner's option. See Exhibit N for CM requirements.

**3.2.2.3 Facility Operations and Training Services.** The Design Professional, upon request of the Owner, shall coordinate with the construction contractor to provide operations instructions and training for the Owners facilities personnel to include normal operation of all building systems, emergency operations, and normal maintenance operations. Training shall include class training objectives, hands-on training exercises, and training manuals.

**3.2.2.4 Facility Observation and Evaluation – Warranty Services.** The Design Professional, upon request of the Owner, shall observe and evaluate the function of building systems during the warranty period to identify actual and potential warranty items, as well as any deficiencies or defects that require correction. Reports shall be rendered in sufficient time for the Owner to secure corrections under applicable warranties.

### **3.2.3 Other Additional CM/Contract Administration Services**

**3.2.3.1 Additional Scopes of Service.** The Scopes of service for Additional CM/Contract Administration Services without samples on Exhibit A should be provided in Exhibit N.

**3.2.3.2 Modifications to Sample Scopes of Service.** The sample scopes of service in Exhibit A may be modified or expanded by agreement of the parties and attached as Exhibit N. In such case the scope of service in Exhibit A should be appropriately annotated.

## SECTION 4 – COMPENSATION AND CONTRACT ADJUSTMENTS

### PART 1 - COMPENSATION

#### 4.1.1 Compensation for Basic Services.

4.1.1.1 Compensation for Basic Design Services. The Design Professional agrees to perform for the Owner the work and the professional services hereinbefore denominated as Basic Design Services. The Owner agrees to pay the Design Professional for such services as specified in the Contract, hereinafter known and referred to as the "Basic Design Services Fee". The Basic Design Services Fee shall include all professional Basic Design Services for design and the design of Change Orders during the Construction phase that are the result of errors, omissions or ambiguities by the Design Professional. If the Owner does not elect to procure construction services, then there shall be no payment for construction procurement services.

#### 4.1.2 Compensation for Additional Services.

4.1.2.1 Compensation for Additional Services. Additional Services shall be compensated as set forth on Exhibit A for the stipulated payment amounts set forth therein. Other Additional Services not set forth on Exhibit A that are required or requested by the Owner shall be compensated as agreed, utilizing the methodology set forth on Exhibit A, prior to the Design Professional undertaking such Additional Services; provided, however, that if such compensation cannot be agreed, the Additional Services shall be performed at the hourly rates set forth listed in Exhibit B, plus reimbursable expenses pursuant to Article 4.1.3 below, with a limitation as to maximum amount specified.

#### 4.1.3 Reimbursable Expenses

##### 4.1.3.1 Additional Site Visits and Miscellaneous Travel.

4.1.3.1.1 Site Visits. Additional Site Visits (those in addition to visits required to accomplish design services identified in the SOW at Exhibit C or Additional Services set forth in Exhibit A) shall be reimbursed at the unit prices established on Exhibit B..

4.1.3.1.2 Miscellaneous Travel. Upon the express prior written approval of the Owner, miscellaneous travel and subsistence shall be reimbursed to the Design Professional and its consultants at the same rates and conditions for state employees.

4.1.3.2 Reproduction of Documents. In addition to the Design Professional's Basic Services fee as herein before established, the Design Professional shall be reimbursed at actual cost, but not greater than the most competitive market rate for printing of drawings, project manuals (specifications), not required by the Contract, when additional copies are requested by the Owner.

4.1.3.3 Other Direct Expenses. Other such project direct expenses as are approved in advance in writing by the Owner.

4.1.3.4 Accounting Records. Accounting records of the Design Professional pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner no later than seven (7) calendar days after a written request is delivered to the Design Professional. Such records shall remain available to the Owner for five (5) years after material completion of Project unless grant funding is used or if the project is not constructed. If grant funding is used, records shall be retained for ten (10) years and if the project is not constructed, all nonconfidential project records shall be turned in to the Owner prior to deleting or destroying the records..

#### 4.1.4 Payments to the Design Professional.

4.1.4.1 Basic Design Services Fee Payment Schedule. Upon completion and approval by the Owner of each phase of documents and services specified herein, the Design Professional shall be entitled to payment of a percentage of the Basic Design Services Fee substantially in accordance with the following schedule unless cost of individual phases are established in the SOW or during the contract bid process.

- |     |                               |       |
|-----|-------------------------------|-------|
| (a) | Preliminary Concept Report    | (__%) |
| (b) | Public Information Open House | (__%) |
| (c) | Final Concept Phase           | (__%) |

4.1.4.1.1 Partial Payments. Partial payments may be made monthly with the amount of the payment prorated over the anticipated time required to complete a particular phase. In no case shall the total of the partial payments for a particular phase exceed the fee established for that phase.

4.1.4.1.2 Payments to Consultants. The Design Professional shall make payments to its consultants within five (5) business days following receipt of payment from the Owner.

4.1.4.2 Additional Services Fees. Payments to the Design Professional on account of Additional Services shall be made as follows.

4.1.4.2.1 Percentage Additional Services. Payments shall be made monthly to commensurate with the percentage of the completion of the services.

4.1.4.2.2 Hourly Additional Services. Payments shall be made monthly based on the time records of the Design Professional and the Design Professional's consultants.

4.1.4.3 Reimbursable Expenses. Payments for authorized reimbursable expenses incurred by the Design Professional and the Design Professional's consultants shall be paid monthly based on documented costs.

4.1.4.4 Payment Due Dates and Interest. Should the Owner fail to pay a proper invoice within thirty calendar days of receipt of a properly constituted invoice, the Design Professional shall notify the Owner in writing by Certified or Statutory mail. If the Owner fails to pay within five business days of receipt of the notice, the Design Professional shall receive, in addition the sum named in the proper invoice, interest thereon at the rate of one half (1/2) percent per month on the unpaid balance as may be due.

4.1.4.5 Deductions; Payments Withheld. No deduction shall be made from payments to the Design Professional on account of penalties, liquidated damages or other amounts assessed against the construction contractor. The Owner reserves the right to withhold payments to the Design Professional for losses connected with the Project caused by the negligent errors, omissions, delinquencies or wrongful acts of the Design Professional in performing its duties under this Contract. Upon receipt of written request from the Design Professional, the Owner agrees to discuss the amounts and reasons for which the payments are withheld.

## PART 2 - CONTRACT ADJUSTMENTS

### 4.2.1 General

4.2.1.1 Change in Duties. The duties, responsibilities and limitations of authority of the Design Professional under this Contract shall not be restricted, modified or extended without written Contract between the Design Professional and the Owner.

4.2.1.2 Other Consultants. The Owner may contract with other consultants to perform services directly to the Owner without voiding this Contract. In the event the Design Professional is caused additional coordination or effort through the involvement of such consultants, the Design Professional shall be entitled to charge for such Additional Services at a lump sum amount or the rates stipulated in Exhibit B plus reimbursable expenses as set forth in Article 4.1.3. The Design Professional shall give notice to the Owner prior to incurring these additional costs.

**4.2.2 Modifications and Supplemental Fee Agreements.** Changes in the Design Professional fees resulting from a modification in the scope of services defined in this Contract are not valid or effective until executed by the Owner and the Design Professional. Until the modifications and supplemental fee agreement is executed, there shall be no liability upon the Owner for payment, nor shall there be an obligation on the part of the Design Professional to commence services on the modified work.

**4.2.3 Change in the Construction Cost Limitation or GMP Cost Limitation.** If the Construction Cost Limitation (CCL) is (i) changed by the Owner and (ii) the need for that change was not caused by the Design Professional and (iii) the Design Professional has commenced design, as previously authorized by the Owner and (iv) the CCL change causes a re-design or additional design, then the Design Professional may request an adjustment in compensation for the cost of redesign or additional design. The Design Professional and the Owner shall negotiate and agree upon a lump sum adjustment prior to initiating any design change.

**4.2.4 Claims for Additional Fees.** Any claim for additional fees shall be made to the Owner no more than twenty (20) calendar days after the occurrence of the event giving rise to the claim. The Owner may not honor claims made after twenty (20) calendar days. If the Owner and the Design Professional cannot agree on the additional fee requested, the dispute will be resolved according to Section 5.

## SECTION 5 – DISPUTES, TERMINATION AND MISCELLANEOUS PROVISIONS

### PART 1 – DISPUTES

**5.1.1 Initial Dispute Resolution.** If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the Owner and the Design Professional representatives, who shall have the authority to settle the dispute. If the Owner and the Design Professional representatives are not able to promptly settle the dispute, the senior executives of the Owner and the Design Professional, along with their respective legal counsel, who shall have the authority to settle the dispute, shall meet within twenty-one (21) calendar days after the dispute first arises. If the dispute is not settled within seven (7) calendar days from the referral of the dispute to the senior executives, the Owner and the Design Professional may choose to pursue civil litigation in the Superior Courts of Macon-Bibb County, Georgia.

**5.1.2 Claims for Consequential Damages.** The Owner retains its right to claim for consequential damages in the event the Design Professional fails to perform under this Contract.

**5.1.3 Mediation and Arbitration.** Any and all references to mediation or arbitration are hereby deleted from this Agreement and should be considered null and void. Owner and the Design Professional expressly agree that any dispute arising out of or relating to this Contract or its breach which is not settled through direct discussions between the parties shall be resolved through litigation in the Superior Court of Bibb County. The independent auditor identified in paragraph 5.2.2.3 is not considered to be a mediator or arbitrator.

### PART 2 - TERMINATION

#### 5.2.1 Termination or Suspension by the Design Professional.

**5.2.1.1 Suspension by the Design Professional for Nonpayment.** If the Owner should fail to pay the Design Professional or provide a proper notice of dispute of the invoice within sixty (60) calendar days of presentation of a proper notice pursuant to paragraph 4.1.4.5, then the Design Professional may, upon seven (7) calendar days written notice to the Owner, suspend services or terminate this Contract and recover from the Owner payment for all services properly performed and expenses properly incurred through the date of suspension. Upon payment, all drawings, specifications and other documents relating to the design of the Project or Additional Services work shall be surrendered forthwith by the Design Professional to the Owner. The Design Professional shall have no liability to the Owner for damage or the delay of the Project resulting from a proper suspension or termination. The Owner will pay reasonable costs incurred by the Design Professional as a result of the proper suspension or termination. If the services are resumed, reasonable adjustments to the Design Professional's compensation and the Project schedule will be made.

**5.2.1.2 Termination by the Design Professional due to Lengthy Suspension of the Work.** If the Work should be stopped under an order of any court or other superior public authority or by the Owner for a period of one hundred twenty (120) calendar days through no act or fault of the Design Professional or by anyone employed by it, then the Design Professional may, upon seven (7) calendar days written notice to the Owner, stop work or terminate this Contract and recover from the Owner payment for all services properly performed and expenses properly incurred through the date of suspension. Upon payment, all drawings, specifications and other documents relating to the design of the Project or Additional Services work shall be surrendered forthwith by the Design Professional to the Owner.



## **5.2.2 Termination or Suspension by the Owner.**

5.2.2.1 Suspension of Contract by the Owner. Upon receipt of a notice to suspend services from the Owner, the Design Professional shall immediately suspend services and may request payment for all services performed and expenses incurred through the date of suspension. The Design Professional shall have no liability to the Owner for damage or the delay of the Project resulting from the suspension. Owner will pay reasonable costs incurred by the Design Professional as a result of the suspension. Upon payment, all drawings, specifications, and other documents relating to the design of the Project or Additional Services work shall be surrendered forthwith by the Design Professional to the Owner. If the services are resumed, reasonable adjustments will be made to the Project schedule and the Design Professional's compensation and reimbursable expenses for the balance of its services.

5.2.2.2 Termination Without Cause or For Convenience of the Owner. The Owner may at any time, and for any reason or without any reason or cause, terminate this Contract by written notice to the Design Professional specifying the termination date that shall be no less than seven (7) calendar days after receipt of the notice of termination. In event of termination under this paragraph, the Owner shall pay to the Design Professional any fee properly due (i) for services already properly performed prior to the effective date of the termination and (ii) for any reimbursable expenses properly incurred prior to the effective date of the termination. In the event of such termination the Design Professional shall have no claim in excess of what is allowed in this paragraph for any sum of money, however denominated, as a result of or relating to such termination. All instruments of service, including all drawings, models, specifications and other documents relating to the design of the Project or Additional Services work shall be surrendered forthwith by the Design Professional to the Owner. The Design Professional shall be entitled to make and retain copies of all such documents and use all such design as set forth pursuant to Article 2.1.2, Instruments of Service.

5.2.2.3 Termination by the Owner for Nonperformance. In the event the Design Professional through any cause fails to perform any of the material terms, covenants or provisions of this Contract, or if it for any cause fails to make progress in the services hereunder in a reasonable manner, the Owner shall have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the Design Professional. The termination date shall be no less than seven (7) calendar days after receipt of the termination notice. Upon termination, all instruments of service, including all drawings, models, specifications and other documents relating to the design of the Project or Additional Services work shall be surrendered forthwith by the Design Professional to the Owner. In such case, the Design Professional shall receive proper compensation for such services that have been satisfactorily performed by the Design Professional up to the date of termination of this Contract. In the event of a dispute, proper compensation shall be determined by an independent auditor, to whom the Design Professional shall have no reasonable objection, selected and paid for by the Owner. The Owner may take over the services to be provided hereunder and may prosecute the same to completion by contract or otherwise, and the Design Professional shall be liable to the Owner for any excess cost occasioned the Owner thereby.

**5.2.3 Force Majeure.** If the Design Professional shall be unable to perform or shall be delayed in the performance of any of the terms and provisions of this Contract as a result of (i) governmental preemption of materials or services in connection with a national emergency declared by the President of the United States; (ii) riot, insurrection, or other civil disorder, acts of terror or terrorism affecting performance of the Work; or (iii) unusual and extreme weather conditions constituting Acts of God, then, and in any such event, such inability or delay shall be excused, and the time for completing the affected portions of this Contract, the Project (and the entire Project, if applicable) shall be extended for such reasonable period of time as the delay has affected the performance of the Work hereunder. The Design Professional shall take all reasonable actions to minimize the delay caused by any of the above factors, and shall notify the Owner in writing of any event allowing for excuse or delay not later than seven (7) calendar days after the event the Design Professional first becomes

aware of the event, or should have become aware, of the event; otherwise the Design Professional will be deemed to have waived the excuse or delay.

### PART 3 – MISCELLANEOUS PROVISIONS

#### 5.3.1 Matters of Interpretation.

5.3.1.1 No Estoppel. No course of action or failure to act by the Owner or any of its officers, members, employees, agents or other representatives shall serve to modify this Contract, waive rights under it or arising from its breach, or to stop the Owner from enforcing its terms.

5.3.1.2 Captions. The Caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Contract.

5.3.1.3 Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, or statutory mail in an envelope addressed to the parties to be notified at such party's address as shown in the Contract.

5.3.1.4 Project Name. The Design Professional shall use the identical and full name of the Project on all correspondence, Contract Documents and invoice for fees.

#### 5.3.2 Matters of Law

5.3.2.1 Drug Free Work Place. The Design Professional acknowledges that it is fully aware of the contents and requirements of Chapter 24 of Title 50 of the Official Code of Georgia concerning the maintenance of a Drug Free Workplace. The Design Professional by execution of this Contract does hereby certify that, to the best of its knowledge, information and belief, the Design Professional and its consultants are in compliance with the aforesaid code section.

5.3.2.2 Prohibition Against Contingent Fees. As required pursuant to O.C.G.A. §50-22-6(d), the Design Professional 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 contract 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 fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.

5.3.2.3 Conflicts of Interest. The Design Professional acknowledges and certifies that the provisions of O.C.G.A. §45-10-1 *et seq.* concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

5.3.2.4 Gratuities. The Design Professional agrees that neither it nor any of its employees nor consultants shall accept any gratuities nor receive any compensation from the general contractor, subcontractors or material suppliers involved in the construction of the Project. The Design Professional shall notify each of its employees and all consultants of the Design Professional's commitments under this provision of this Contract. This provision expressly precludes any compensation to the Design Professional, including any employee and consultant, by the construction contractor, subcontractors or material suppliers involved in the construction of the Project for preparation of detail drawings, preparation of shop drawings, checking shop drawings or any other service for work performed by the Design Professional under the Contract without prior written approval of the Owner.

5.3.2.5 Applicable Law. The law of Georgia shall govern this Contract. In case any dispute or controversy arises between the Design Professional and the Owner, either party may exercise those legal remedies as may be available to them. The venue for any proceedings is herein agreed to be the Superior Court of Bibb County, State of Georgia. The Design Professional shall carry on the services required under this Contract, and the Owner shall continue to pay the Design Professional for such services during any legal proceedings unless otherwise agreed by the Design Professional and the Owner in writing.

5.3.2.6 Statute of Limitations/Statute of Repose. The Statute of Limitations/Repose on any cause of action by either party to this Contract shall commence to run on the date of the final completion of the project or upon a judicial determination of final completion of the Project.

### **5.3.3 Other Contract Provisions.**

5.3.3.1 Third Party Beneficiary. There are no individual or personal third party beneficiaries of this Contract.

5.3.3.2 Hazardous Materials. Unless specifically provided otherwise in this Contract, the Design Professional shall have no responsibility concerning the discovery, removal, or handling of hazardous materials, including but not limited to, asbestos or lead paint, or hazardous waste in soil or ground water.

5.3.3.3 Advertising by the Design Professional. The Design Professional shall not use any photographic representation or verbal description of the Owner, nor the Project in a derogatory manner.

5.3.3.4 Successors and Assigns.

5.3.3.4.1 Jointly Bound. The Design Professional binds itself jointly and severally, its successors, executors, administrators and assigns to Owner and all covenants of this Contract. The Design Professional shall not assign, sublet or otherwise transfer its interest in this Contract without the prior written consent of the Owner.

5.3.3.4.2 Assignment. The Design Professional hereby agrees that the Owner may, if it wishes to do so, assign this Contract to another governmental entity, agency, authority, or commission, and Design Professional agrees further that, upon notice in writing to the Design Professional of such assignment, the Design Professional is and shall be bound to the governmental entity, agency, authority, or commission by all the terms and conditions hereof the same as if said Contract had originally been entered into with the assignee.

5.3.3.5 Modifications or Changes. Modifications to this Contract, if any, must be by written amendment executed with the same formalities as the original Contract.

5.3.3.6 Time of Essence. Time is of the essence in the performance of the duties and obligations of this Contract.

**EXHIBIT A – LIST AND DESCRIPTION OF ADDITIONAL SERVICES**

Additional Services shall be provided only upon prior written authorization by the Owner and shall be paid for by the Owner as provided in this Exhibit. The descriptions or scope of work of the Additional Services included in this Contract at Contract execution are to be included on this Exhibit A, or if appropriate, on Exhibit N or other exhibits. Additional Services added after Contract execution, if any, shall be added by Contract amendment.

**Note 1:** An Additional Service may include services in both the design and the construction contract administration phases. Each blank should be filled with one of the following three choices: (i) "Included," for a service included within the Basic Design Services Fee; (ii) "Lump sum," a dollar amount for an Additional Service not included in the Basic Design Services Fee; or (iii) "N/A" for a service not included in the Contract. Each dollar amount must be followed by an indication whether it is a fixed price lump sum (FP) or a guaranteed maximum price (GMP). Allowable reimbursable expenses for the selected Additional Services shall be included in the description of scope of work description. Reimbursable expenses are additional to a fixed price lump sum fee, but are included within a GMP.

**Note 2:** In the event the actual construction of the Project is not commenced, no Additional Services related to CM/GC Contract Administration shall be incurred and a written modification to this Contract should be put into place.

**NOTE TO CONTRACT PREPARER: CHANGE N/A DESIGNATION TO 'LUMP SUM' FOR ADDITIONAL SERVICES WHICH ARE TO BE INCLUDED IN THIS PROJECT AND PROVIDE A DESCRIPTION IN EXHIBIT N FOR INCLUDED SERVICES WHICH ARE NOT DESCRIBED IN EXHIBIT A.**

**ADDITIONAL SERVICES.**

DESIGN	CONTRACT ADMINISTRATION	DESCRIPTION
Included		Feasibility Studies/Analysis
N/A		Value Analyses/ Life Cycle Cost Analyses
N/A		Assistance with Grant and Funding Applications
Included		Facility Programming
N/A		Master Planning
N/A		Soils Investigations/Reports/ Geotechnical Services
Included		Surveys-Topographic/Boundary/Vegetation Improvements/Utilities
Included		Existing Facilities Analyses
N/A		Measured Drawings of Existing Facilities
Included		Environmental Assessments
Included		Subsurface Utility Evaluation
N/A		Storm Water Management Permitting
N/A		Environmental/Site Permitting
N/A		Audio/Visual Consultation
Included		Landscape and Irrigation Consultation
N/A		Interior Design/Furnishings/Plantscaping/Artscaping
N/A		Comprehensive CPM Scheduling
N/A		Documents Prepared for Multiple Component Construction Packages
N/A		Documents Prepared for Separate Proposal Packages Requested by the Owner
N/A		Prequalification of Contractors/ Subcontractors

(Continued)

DESIGN	CONTRACT ADMINISTRATION	DESCRIPTION
Included		Traffic Analyses
Included		Hazardous Materials Consultation/ Surveys
N/A		Renderings/Models/Videos
	N/A	Commissioning
	N/A	Commissioning Support
N/A		LEED Process Support and Documentation
	N/A	Construction Inspection Provided by the Design Professional (See Exhibit N)
N/A		Program Management Services
	N/A	Designing Replacement Work for Damaged Work
	N/A	Post Occupancy Observations/Evaluations
Included		Detailed Cost Estimates (See Exhibit F)
	N/A	Facility Operation Services
N/A		Coordination with Consultants Engaged Directly by the Owner
Included		Corridor Lighting
N/A		Load Studies (Mechanical or Electrical)
N/A		Reliability Analysis (Mechanical or Electrical)
N/A		Phased Construction
N/A		Environmental Work (Hazardous Waste Consultant Hired by Design Professional)
N/A		Public meetings
N/A		Historic Preservation Services
Included		Other Specialty Design Consultants
N/A		Other Additional Services (SPECIFY)
\$	\$	Subtotals
<p>\$ _____</p>		<p><b>GRAND TOTAL OF ALL FIXED PRICE AMOUNTS FOR ADDITIONAL SERVICE FEES SELECTED AT CONTRACT EXECUTION</b></p>

## TYPICAL DESCRIPTIONS/SCOPES OF WORK FOR ADDITIONAL SERVICES.

**NOTE:** The following scopes of service for typical Additional Design Services and Additional Contract Administration Services represent only a few of the possible Additional Services enumerated in the table above. Those scopes included below may require editing to completely fit the circumstances of a specific project and such editing or new scopes of services should then be set forth on Exhibit N.

### **TYPICAL ADDITIONAL DESIGN SERVICES:**

**1. Building Commissioning Support and Coordination Services.** Whether the Commissioning Provider is hired by the Owner or by the Design Professional, the Commissioning Provider's fees shall be paid by the Owner. The Commissioning Team shall include the Design Professional, the Commissioning Provider, the Using Agency, and the Owner. The Commissioning Provider's role should begin during the pre-design phase and intensify during the design phase. Commissioning will encompass activities throughout Construction Contract Administration to final completion and, possibly, beyond.

a. Advise Owner. The Design Professional shall advise the Owner and the Using Agency concerning the use of Building Commissioning, referring to the following definition:

*Commissioning is a planned, collaborative, and integrated systematic process to ensure, through documented verification, that all building systems perform interactively according to the Design Intent. Commissioning procedures require a collaborative team effort and begin in the pre-design phase, continue through the design and construction phases into the initial occupancy phase, including the training of O&M staff.*

b. Components to be Commissioned. If the Commissioning Provider is not yet hired, the Design Professional shall advise the Owner and the Using Agency as to the systems and components of the Project that should be commissioned. If the Commissioning Provider is on board already, collaborate with the Commissioning Provider, Owner, and Using Agency in the determination of the appropriate level of Commissioning for the Project.

c. Collaborate in Developing the Commissioning Plan. The Design Professional shall collaborate with the Commissioning Provider, the Owner, and the Using Agency in the development of an initial Building Commissioning plan. The Design Professional should review the State's "Recommended Guidelines" for Building Commissioning and collaborate in the development of a draft Commissioning Plan for the Project. The initial Building Commissioning plan should consist of the following:

i. The Building Commissioning Plan shall include a Design Intent (a document) summary of the Owner's requirements for the facility as a whole, for each of the relevant building systems and equipment items, and for their proper functioning together as an integrated system. The Design Intent summary shall establish critical performance criteria that indicate whether a system is properly functioning.

ii. The Building Commissioning Plan shall include a Commissioning schedule listing the duration of each Commissioning activity—such as system and equipment manual submittal and approval, equipment start-up, and system and equipment training for O&M personnel—combining all such activities in a manner reflecting the inherent subsidiary relationships between activities. This schedule shall be used as a basis for approval of the Commissioning portion of the Design Professional's construction schedule.

iii. Trade Contractor duties related to Commissioning are to be defined in the Contract Documents. During preparation of the Contract Documents, the Design Professional shall coordinate with the Commissioning Provider and Contractor to define clearly all duties and activities required of the various Trade Contractors relating to Building Commissioning, including any necessary order in which these activities and duties must take place. The Commissioning Team shall define all critical performance criteria that shall be the responsibility of the Trade Contractors.

d. Implement Commissioning Plan. If the Owner and the Using Agency approve the Building Commissioning Plan, the Design Professional shall integrate the activities of the Commissioning Provider into the Design Professional's project task-related schedule. The Design Professional shall provide drawings and specifications consistent with the Design Intent and continue to cooperate and collaborate with the Commissioning Provider in the verification of design and construction.

## 2. Master Planning.

Prior to commencing design of the Project, the Design Professional shall develop a master plan showing how the Project will relate to the existing site context as well as any identified future projects contemplated at the site. Considerations shall include at a minimum, as applicable:

- Access to public transit
- Visitor, user and service vehicular circulation
- Parking
- Site pedestrian and bicycle circulation
- Cycle parking
- Site utilities
- Site utilities expansion zones
- Natural and landscape areas
- Hardscape
- Water features
- Detention and retention facilities
- Building(s) placement and orientation
- Building(s) expansion zones
- Areas available to contractors during construction
- Temporary access and features during construction
- Future demolition
- Construction phasing
- Phasing of future facilities

The Design Professional shall engage the necessary consultants to address the listed considerations and shall document all master plan conclusions in a format and medium acceptable to the Owner to serve as a guide to the final design of the Project.

## 3. Subsurface Utility Engineering (SUE).

The Design Professional, through its consultant engineers, undertakes to assist managing certain risks associated with subsurface utilities by mapping and assessing existing utilities at appropriate quality levels and coordinating the design and relocation of such utilities, in accordance with ASCE standards. Location of utilities sufficient for concept planning and estimating is the primary focus of this phase.

The use of SUE in the design phase does not replace the Georgia Dig Law or diminish the responsibility of contractors or excavators to use the “One Call” system and dig responsibility.

Below are the steps typically taken in implementing SUE on a project:

- Assess the complexity of the underground utilities on the project.
- Assign a quality level to the SUE information needed.
- Obtain SUE contractor to perform investigation if needed. The best time to begin the investigation is before the surveyor begins its work.
- SUE coordinates with the surveyor to record utility marks in the field.
- SUE reviews the surveyor’s utility drawing for accuracy before it is released.
- Utility drawings are released to the Using Agency.

## 4. Landscape Planning and Design.

The Design Professional shall develop landscape, and irrigation plans and cost estimates compatible with the Project to be designed as a part of the Basic Services provided under this Contract. Work to be addressed shall include at a minimum, as applicable:

- Plant material illustrations
- Planting plans
- Planting details
- Plant material schedules
- Irrigation piping system and equipment layouts
- Irrigation zones and head layouts

- Irrigation details
- Site furniture illustrations
- Site furniture schedules
- Site furniture layouts
- Site furniture anchorage and details
- Planting and Irrigation specifications

The Design Professional shall engage the necessary consultants to address the listed considerations and shall provide Additional Services for landscape and irrigation equivalent to, and integrated with, the Basic Services to be provided for the road corridor(s).

**5. Existing Facilities Analysis.** An analysis to complement the Project design, master planning, and landscape planning, of existing facilities, both for anticipated future uses and to develop additional future utilization for such facilities.

**6. Color Rendering of Project.** To facilitate visualization and perceptions of the project, a color rendering of the Project. If applicable, a model or video may be added or substituted. A rendering shall meet the following specifications:

The rendering shall be an artist's original (non-computer generated) color perspective rendering (minimum rendering size 16x 28 inches) of the Project reflecting the approved preliminary design, matted (2 inches at top and each side and 4 inches at bottom) and framed in a black aluminum frame (frame size of 22 x 32 inches), said rendering to be submitted within 45 days of the Owner's approval of the preliminary design. The project name, institution, and architect's name shall be a mat window panel (1.5 x 6 inches) within the mat and centered within the rendering. Additionally, provide a full color same size photographic reproduction of the rendering, matted, framed and labeled, same as the original rendering plus two 8x10 glossy photographs of the rendering.

#### **TYPICAL ADDITIONAL CONSTRUCTION CONTRACT ADMINISTRATION SERVICES:**

##### **1. Program Management Services.**

a. To the extent, and only to the extent, authorized by the Owner in writing, the Program Manager shall act as the representative of the Using Agency and of the Owner during the design and construction of the Project. The Design Professional shall cooperate with the Program Manager in connection with the services required hereunder to be performed by the Design Professional. The Design Professional and the construction contractor shall communicate with each other in respect to the Project under the direction of the Program Manager. It is specifically understood and agreed that any procedure relating to such communications established by the Owner, Program Manager, Design Professional or construction contractor shall not be applied in a manner that would limit, hinder or otherwise discourage free communication among the Institution, the Owner, the Design Professional, the construction contractor and the Program Manager as to any problems affecting the Project and/or the development of solutions by the Design Professional, the construction contractor or the Program Manager to such problems. It is further specifically understood that whenever possible the Program Manager shall encourage such free communication and the development of such creative solutions. The Design Professional shall give the Program Manager a copy of all notices, instructions, applications, requests, demands and/or other communications at the same time that such communications are given by the Design Professional to the Owner and/or to the construction contractor..

b. Approval by the Owner or any party retained by the Owner, including the Program Manager, of any plans, drawings, specifications or other documents prepared by the Design Professional under this Contract shall not relieve the Design Professional of the responsibility for the design of the Project. No plans, drawings, specifications or other documents prepared by the Design Professional under this Contract and approved by the Owner shall be materially changed or revised by the Design Professional without the prior written consent of the Owner. The Design Professional shall make all working drawings and specifications available to the Institution, the Owner, the Program Manager and to the construction contractor .

c. The Program Manager shall provide construction administration services to monitor and manage construction activities that will affect the project's cost and schedule. Tasks typical to these duties include:

- Administering the Design Professional Contract and the Construction Contract on behalf of the Owner and taking appropriate actions to require that the Design Professional and construction contractor perform in accordance with the terms and conditions of the Contract.
- Monitoring construction activities to require consistency with the Contract's project and quality specifications expectations.



- Maintaining an “on-site” presence or accessibility through telephone and facsimile during all construction activities to represent the Owner’s interests, assist in clarifying design or construction issues where the Owner’s input is required, and in general, observing for the Owner that the Project is well and duly constructed.
- Coordinating the final building punch list, certification of all operating systems and, if applicable, Building Commissioning, on behalf of the Owner. Tasks typical to these duties include:
- Representing the Owner’s interests during the punch list phase, and if applicable, Building Commissioning of the Project and expediting this process whenever possible; accepting all guarantees and warranties on behalf of the Owner; monitoring all “system start-ups,” and supervising the construction contractor’s turnover of the building to the Owner.

**2. Construction Inspection Provided by the Design Professional.** The Design Professional shall provide construction inspection, whether full or part time, in accordance with scope provided in Exhibit N.

**3. Facility Operations and Training Services.** The Design Professional, upon request of the Owner, shall coordinate with the construction contractor to provide operations instructions and training for the Owner’s facilities personnel to include normal operation of all building systems, emergency operations, and normal maintenance operations. Training shall include class training objectives, hand-on training exercises, and training manuals.

- The Design Professional shall develop a training program for existing O&M personnel of the Owner, consisting of [*for example, an eight-hour course, including both platform instruction and hands-on training of the commissioned systems on the Project*].
- The Design Professional shall develop and provide to the Owner a Training Manual to supplement the training program and provide for Owner-led training of new employees.
- The Design Professional shall present the training course two times to facilitate attendance by all of the Owner’s O&M personnel and appropriate administrative personnel. While administrative personnel may attend, the training is to be structured most effectively for O&M personnel. The Owner shall provide a training room adequate for the platform training, and shall provide services for copying training materials as needed.
- The Design Professional shall coordinate all training provided by the construction contractor.
- The Design Professional shall provide a videotape and catalogue of each training session.

**4. Facility Observation and Evaluation – Warranty Services.**

a. Observations and Evaluations during Guaranty-Warranty Period. If the Owner requests, during the guarantee period of the Construction Contract, the Design Professional shall work with a representative of the Owner in securing remedy of defects that become apparent and shall make a guarantee-warranty observation and evaluation of the project prior to expiration of the guarantee-warranty period and report observed discrepancies to the construction contractor for correction. Decisions with respect to complaints about work after occupancy of the project by the Owner shall be rendered in accordance with and on forms furnished by the Owner, and in the event of noncompliance, including omission of work or faulty workmanship, the Design Professional shall recite in the decision the paragraph number or article of the specifications and/or the detail or drawing which has been violated, indicating precisely in which respect there has been deviation from the methods and/or material of construction required by the Contract Documents.

b. Corrections and Remedies. The Design Professional shall include in its decision suitable specifications and/or drawings indicating precisely the design details and materials to be used in executing the correction or remedy of non-compliant Work.

**EXHIBIT B – SCHEDULE OF HOURLY RATES**

The hourly rates to be included in the invoices of the Design Professional shall be as follows.

1. For Senior Principal – at a rate of \$ \_\_\_\_\_ per hour.
2. For Principal – at a rate of \$ \_\_\_\_\_ per hour.
3. For Project Architect/Engineer – at a rate of \$ \_\_\_\_\_ per hour.
4. For Staff Senior Architect/Staff Senior Engineer – at a rate of \$ \_\_\_\_\_ per hour.
5. For Staff Intern Architect/Junior Engineer at a rate of \$ \_\_\_\_\_ per hour.
6. For CADD draftsman – at a rate of \$ \_\_\_\_\_ per hour.
7. For Specifications Writer – at a rate of \$ \_\_\_\_\_ per hour.
8. For Administrative Support – at a rate of \$ \_\_\_\_\_ per hour.
9. For Construction Inspector – at a rate of \$ \_\_\_\_\_ per hour.

**EXHIBIT C – THE OWNER’S A-E Services Statement of Work (SOW)**

**[See ATTACHED]**

**EXHIBIT D – PRELIMINARY DESIGN AND CONSTRUCTION SCHEDULE**

**OMITTED**

**EXHIBIT E – CM CONTRACT GENERAL REQUIREMENTS**

**OMITTED**

**EXHIBIT F – DETAILED CONSTRUCTION COST ESTIMATE FORMAT**

**CSI UNIFORMAT™ COST CLASSIFICATION**

**INSTRUCTIONS:**

1. The Detailed Construction Cost Estimate shall be provided using the Georgia Department of Transportation format. If GDOT does not have any specific standards, the format shall be that used by the Construction Specifications Institute (CSI) UniFormat™ classification of construction systems and assemblies. The terms *systems and assemblies* refer to physical parts of building projects with particular design solutions. Note, not all Classes or Subclasses may be used for a given project.

2. The Detailed Construction Cost Estimate shall be coordinated and consistent with project descriptions, plans, drawings, and specifications at the time the statement is prepared.

3. The Detailed Construction Cost Estimate shall be provided in a spreadsheet format. For each element in the cost estimate, the information provided shall include:

- Description,
- Quantity,
- Unit of measurement,
- Unit cost or rate, and
- Cost

4. Lump sum costs for items are not acceptable. Assumptions (e.g., type, quantity, etc.) used to estimate costs for undeveloped design details must be documented.

5. When the contract contains more than one building or type of work (e.g., new construction, renovation, addition, etc.) ,a cost estimate shall be prepared and summarized for each.

6. For Concept Design Studies, the cost estimate should be prepared at Level 1 detail. For Schematic Design and Design Development phases, cost estimates should be at Level 2. For Construction Documents cost estimates should be at Level 3, or greater, detail.

7. If the Design Professional proposes to use a different, but similar, format to the UniFormat™ cost structure providing a comparable level of detail, the Design Professional shall submit the proposed structure to the Owner for written approval prior to its use.

Level 1 Categories / Major Groups	Level 2 Classes / Group Elements	Level 3 Subclasses / Elements
<b>A SUBSTRUCTURE</b>	A10 Foundations	A1010 Standard Foundations A1020 Special Foundations A1030 Slab on Grade
	A20 Basement Construction	A2010 Basement Excavation A2020 Basement Walls
<b>B SHELL</b>	B10 Superstructure	B1010 Floor Construction B1020 Roof Construction
	B20 Exterior Enclosure	B2010 Exterior Walls B2020 Exterior Windows B2030 Exterior Doors
	B30 Roofing	B3010 Roof Coverings B3020 Roof Openings
<b>C INTERIORS</b>	C10 Interior Construction	C1010 Partitions C1020 Interior Doors C1030 Fittings
	C20 Stairs	C2010 Stair Construction C2020 Stair Finishes
	C30 Interior Finishes	C3010 Wall Finishes C3020 Floor Finishes C3030 Ceiling Finishes
<b>D SERVICES</b>	D10 Conveying	D1010 Elevators & Lifts D1020 Escalators & Moving Walks D1090 Other Conveying Systems
	D20 Plumbing	D2010 Plumbing Fixtures D2020 Domestic Water Distribution D2030 Sanitary Waste D2040 Rain Water Drainage D2090 Other Plumbing Systems
	D30 HVAC	D3010 Energy Supply D3020 Heat Generating Systems D3030 Cooling Generating Systems D3040 Distribution Systems D3050 Terminal & Package Units D3060 Controls & Instrumentation D3070 Systems Testing & Balancing D3090 Other HVAC Systems & Equipment
	D40 Fire Protection	D4010 Sprinklers D4020 Standpipes D4030 Fire Protection Specialties D4090 Other Fire Protection Systems
	D50 Electrical	D5010 Electrical Service & Dist. D5020 Lighting and Branch Wiring D5030 Communications & Security D5090 Other Electrical Systems
<b>E EQUIPMENT &amp; FURNISHINGS</b>	E10 Equipment	E1010 Commercial Equipment E1020 Institutional Equipment E1030 Vehicular Equipment E1090 Other Equipment
	E20 Furnishings	E2010 Fixed Furnishings E2020 Movable Furnishings
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>	F10 Special Construction	F1010 Special Structures F1020 Integrated Construction F1030 Special Construction Systems F1040 Special Facilities F1050 Special Controls and Instrumentation
	F20 Selective Building Demolition	F2010 Building Elements Demolition F2020 Hazardous Components Abatement
<b>G BUILDING SITEWORK</b>	G10 Site Preparation	G1010 Site Clearing G1020 Site Demolition and Relocations G1030 Site Earthwork G1040 Hazardous Waste Remediation
	G20 Site Improvements	G2010 Roadways G2020 Parking Lots G2030 Pedestrian Paving G2040 Site Development G2050 Landscaping
	G30 Site Mechanical Utilities	G3010 Water Supply G3020 Sanitary Sewer G3030 Storm Sewer G3040 Heating Distribution G3050 Cooling Distribution G3060 Fuel Distribution G3090 Other Site Mechanical Utilities
	G40 Site Electrical Utilities	G4010 Electrical Distribution G4020 Site Lighting G4030 Site Communications & Security G4090 Other Site Electrical Utilities
	G90 Other Site Construction	G9010 Service and Pedestrian Tunnels G9090 Other Site Systems & Equipment
<b>Z GENERAL</b>	Z10 General Requirements	Z1010 Administration Z1020 Quality Requirements Z1030 Temporary Facilities Z1040 Project Closeout Z1050 Permits, Insurance, & Bonds Z1060 Fee
	Z20 Contingencies	Z2010 Design Contingency Z2020 Escalation Contingency Z2030 Construction Contingency

Notes:

- \* 1. *Building and Building Improvements:* Include totals from CSI Categories/Major Groups A, B, C, D, F, G (only costs inside 5 feet of building footprint) and Z.
- \*\* 2. *Infrastructure:* Include totals from CSI Categories/Major Groups G (only costs outside 5 feet of building footprint); including relevant portions of G-10, G-2040, G-30 and G-40. It is anticipated that all of G-2010, 2020, 2030, 2050, 3010, 3020, 3030, 4020, and 9010 would be considered Infrastructure.
- \*\*\* 3. *Fixtures and Furnishings (Including Equipment):* Include totals from CSI Category/Major Group E.

The Design Professional should review change orders issued during the construction administration phase as they will have an effect upon the final certification, depending upon the allocation of costs in the change order.

**Required Certifications on the Detailed Construction Cost Estimate:**

- 1. I certify that I have examined the A-E SOW (or Program) as furnished to me by the Using Agency for this Project.
- 2. I certify to the best of my knowledge, information and belief that the Detailed Construction Cost Estimate furnished herein covers all work to be drawn, specified and constructed under the A-E SOW (or Program.)
- 3. I certify to the best of my knowledge, information and belief that, as to the Detailed Construction Cost Estimate furnished herein, all construction work necessary for the completion of the Project for occupancy is included.
- 4. I certify to the best of my knowledge, information and belief that there is no work included in this Detailed Construction Cost Estimate furnished herein which is beyond the scope of this Project as defined by the A-E SOW (or Program) referred to in Paragraph 1 of this certificate.
- 5. Subsurface Investigations (If required by the SOW). The Design Professional certifies it has a report on file from a competent geotechnical engineer or competent independent testing laboratory, the said report being signed by a registered geotechnical engineer).

I certify to the best of my knowledge, information and belief that the Detailed Construction Cost Estimate is current with the date of execution entered herein below.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Design Professional

**EXHIBIT G – SITE MEMORANDUM**

**OMITTED**



**EXHIBIT H – SUMMARY OF PROJECT DELIVERABLES**

**OMITTED**

**EXHIBIT I – ADVICE ON CONSTRUCTION PROGRESS**

*(To be attached to Every Periodical Estimate and Change Order for Requesting an Extension of Time)*

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

To: \_\_\_\_\_ (Owner)

**Advice on Construction Progress For:**

Periodical Estimate No. \_\_\_\_\_

Project No. \_\_\_\_\_, Project Name: \_\_\_\_\_  
at \_\_\_\_\_

1. Original Contract Time: \_\_\_\_\_ consecutive calendar days.
2. Original Material Completion and Occupancy Date: \_\_\_\_\_.
3. Extensions of Contract Time through Change Order No. \_\_\_\_ : \_\_\_\_\_ calendar days (aggregate).
4. Revised Material Completion and Occupancy Date: \_\_\_\_\_
5. The most recent amended Construction Progress Schedule is dated: \_\_\_\_\_ .
6. The date, as of this Advice, to use in reading the most recent Construction Progress Schedule, after accounting for the applicable approved extensions of Contract Time, is \_\_\_\_\_ .
7. The current percentage of Work complete (Original Contract and Change Order Work, excluding stored materials) from this Periodical Estimate and Advice is: \_\_\_\_\_ %.
8. The Construction Contract is \_\_\_\_\_ % [ahead] [behind] schedule.
9. The adjusted Contract Price through Change order No. \_\_\_\_\_ is \$ \_\_\_\_\_.
10. A revised Construction Progress Schedule [is] [is not] being prepared by the CM/GC as of the date of this Advice.

Design Professional \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

**EXHIBIT J - CERTIFICATE OF MATERIAL COMPLETION**

**OMITTED**

**EXHIBIT K - CERTIFICATE OF FINAL COMPLETION**

**OMITTED**

**EXHIBIT L – CAPITAL ASSET ACCOUNTING**

**OMITTED**

**EXHIBIT M – DESIGN PROFESSIONAL’S KEY PERSONNEL AND CONSULTANTS**Design Professional's Key Personnel and Role Descriptions

<u>Position</u>	<u>Individual</u>	<u>Office Location</u>
Principal-In-Charge	TBD	TBD
Project Manager	TBD	TBD
Project Designer	TBD	TBD
Civil Engineer	TBD	TBD
Mechanical Engineer	TBD	TBD
Electrical Engineer	TBD	TBD

Design Professional's Consultants and Role Descriptions

TBD	Architect
TBD	Civil Engineering
TBD	Mechanical Engineering
TBD	Electrical Engineering
TBD	Structural Engineering

**EXHIBIT N – SCOPES OF SERVICE FOR PROJECT ADDITIONAL SERVICE  
(Not on Exhibit A)**

**NOTE TO PREPARER: OMIT VARIOUS PARTS OF INSPECTION REQUIREMENTS WHICH ARE NOT TO BE INCLUDED IN THE CONTRACT. SEE (OMITTED) FOR PARAGRAPHS WHICH SHOULD BE CONSIDERED FOR OMISSION.**

**1. Construction Management Inspection Services (CM).**

**1.1 Monitoring Construction Contractor Performance.** As the CM, the Design Professional is responsible for overall monitoring of the performance of the construction contractor including the following specific requirements.

**1.2 The Design Professional as Interpreter. (OMITTED)** The Design Professional shall act as the initial interpreter of the Construction Documents and shall make interpretations as soon as possible after proper presentation of an issue, claim or complaint by either party to the Contract. In the event of noncompliance, including omission of work or faulty workmanship, the Design Professional shall inform the construction contractor and the Owner of the paragraph number or article of the specifications and/or the detail or drawing which has been violated, indicating the deviation from the design. The Design Professional will include recommendations for the correction or remedy of non-complying work.

**1.3 Evaluations of the Work.**

**1.3.1 Site Visits.** The Design Professional shall carefully inspect the work of the construction contractor whenever and wherever appropriate but no less frequently than once each week. If inspections more frequently than once each week are required to protect the Owner's interests, the Design Professional shall make more frequent project inspections at no additional expense to the Owner. The purpose of the inspections required by this paragraph is to determine the quality, quantity, and progress of the work in comparison with the requirements of the Contract Documents. In making such inspections, the Design Professional shall exercise care to protect the Owner from defects and deficiencies in the Work, from unexcused delays in the schedule, and from overpayment to the construction contractor. Following each such inspection, the Design Professional shall enter into a log a written record of such inspection, together with any appropriate comments or recommendations, to the Owner.

**1.3.2 Deviations from the Contract Documents.** The Design Professional shall report deviations from the Contract Documents and the construction progress schedule to the Owner. The Design Professional shall prepare Notices of Non-Compliant Work for any observed nonconforming work. The Design Professional is responsible for its acts and its consultants, but shall not have control over and shall not be responsible for the acts or omissions of the construction contractor, subcontractors or their agents or employees.

**1.3.3 Access to the Work.** The Design Professional and its representatives will have access to the Work at all times while it is in progress, and shall comply with all job site safety rules.

**1.3.4 Owner Communications.** The Design Professional shall endeavor to keep the Owner informed of all communications between the Design Professional and the construction contractor and vice versa.

**1.3.5 Rejection of Work.** The Design Professional shall recommend rejection of work which does not comply with the requirements of the Contract Documents or is not in compliance with the applicable laws and codes by utilizing the Notice of Non-Conforming Work. The Design Professional shall monitor testing of the work as is provided in the Contract Documents, whether such Work is fabricated, installed or completed. Notwithstanding any other provision herein, the Design Professional shall not be liable for construction means, methods, techniques, safety procedures, or sequences, except to the extent that any such means, methods, techniques, safety procedures, or sequences result in non-compliance with the Contract Documents.

**1.4 Certification of Payments to the Construction Contractor. (OMITTED)**

**1.4.1 Issuance of Certification.** Based on project site observation, the Design Professional shall review the Construction Contractor's Application for Payment and determine the amount owed to the Construction Contractor and shall certify the Construction Contractor's Application and Certificate for

Payment. Such issuance shall constitute a representation by the Design Professional to the Owner that to the best of the Design Professional's knowledge, information or belief, the Work has progressed to the point indicated, and that the quality of Work is in accordance with the Construction Documents, and that the Construction Contractor is entitled to payment in the amount requested. If the Design Professional declines to certify all or a portion of the amounts requested by the Construction Contractor, it shall state the reasons therefore, in its certification, and shall provide written notice to the Owner of the same. When warranted, the Design Professional shall recommend lien waivers prior to approving the Construction Contractor's Application for Payment.

1.4.2 Record. The Design Professional shall maintain a record of the Construction Contractor's Applications for Payment.

1.4.3 Advice on Construction Progress. To each Application for Payment forwarded to the Owner, the Design Professional shall attach its Advice on Construction Progress, in the format provided at Exhibit I, and provide a copy to the Construction Contractor.

## 1.5 **Submittals. (OMITTED)**

1.5.1 The Design Professional's Review. Within fourteen calendar days from receipt, the Design Professional shall review and give comment or recommend approval to shop drawings, samples, or other submissions of the Construction Contractor, including, but not limited to, confirmation of conformance with the design concept of the Project and with the Contract Documents. The Design Professional shall respond to the Construction Contractor and return said items to the Construction Contractor within fourteen calendar days from receipt, provided that the Contractor submits the submittals in accordance with the required submittal schedule.

1.5.2 Record. The Design Professional shall maintain a record of submittals and copies of submittals supplied by the Construction Contractor.

1.5.3 Re-submittals. The Design Professional shall be responsible for an initial submittal review and one re-submittal review of properly constituted submittals. Improperly constituted submittals shall be returned to the construction contractor for revision.

1.5.4 The Design Professional shall not redesign, add or change scope on submittals without first requesting a change request and approval by the Owner.

## 1.6 **Changes in the Work after award of the Construction Contract. (OMITTED)**

1.6.1 The Design Professional's Review of Change Orders. The Design Professional shall review and submit for approval of the Owner, Change Orders to the Construction Contract, as conditions warrant. If the Change Order is Owner-directed, the Design Professional shall coordinate the preparation of the Change Order with the Construction contractor.

1.6.2 Determination of Cost. The Design Professional shall review the Construction Contractor's proposed cost of the change order work, time to complete, effect upon the construction progress schedule, and effect upon time dependent costs, and provide appropriate comments within 14 calendar days concerning such proposed costs and expenses.

1.6.3 Approval of the Owner. The Design Professional shall order no changes in the Contract without the approval of the Owner.

1.6.4 Accounting Format. Cost breakdowns for Change Orders shall generally comply with the standards in Exhibit F.

1.6.5 Advice on Construction Progress. To each Change Order which grants an extension in the Contract Time, the Design Professional shall attach its Advice on Construction Progress, in the format provided at Exhibit I, and provide a copy to the Owner and Construction Contractor.

## 1.7 **Project Completion. (OMITTED)**

1.7.1 Final Inspection and Evaluation. Upon request for Inspection for Final Completion, the Design Professional shall conduct a joint inspection with the Construction Contractor and document its



inspections and evaluations in the form of a Final Punch List. Upon successful resolution of all items on the Final Punch List, the Design Professional shall certify to the best of its knowledge and belief to the Owner that the Project has been completed in compliance with the Contract Documents.

1.7.2 Final Payment. Upon successful resolution of all items on the Final Punch List and receipt of an application for Final Payment, the Design Professional, shall certify Final Payment for the Construction Contract.

1.7.3 Effect of Final Payment. Neither the Final Completion, or certification of any payment by the Design Professional, nor any other provision in the Contract Documents, shall relieve the Construction Contractor of the responsibility for faulty materials or faulty workmanship.

## 1.8 **Record Drawings and Final Documents. (OMITTED)**

1.8.1 Record Drawings and Final Documents. The Design Professional shall, upon final completion of the Project, revise the original drawings and specifications based upon documents incorporated by Change Orders, additional sketches, answered RFI's and marked up documents provided by the Construction Contractor to show the project "as built". The Design Professional shall furnish and deliver to the Owner, not later than sixty (60) calendar days after the entire work is completed, the Record Drawings. Record Drawings and Final Documents shall reflect all changes caused by addenda, field changes, change orders or observed changes by the Design Professional, the Construction Contractor or the subcontractor(s). The Design Professional shall furnish the Owner, at no additional cost, two bound sets of specifications, complete with all addenda and authorized Change Orders and the following sets of Contract Drawings:

- (a) One set of full-size reproducible documents,
- (b) Three sets of full-size blue or black line prints, and
- (c) Electronic media (CD-ROM including CADD) files in PDF Format or Autoview Format or Autocad) or other approved equal

Based upon additional information provided by the Construction Contractor, the Record Drawings and Final Documents shall show the Design Professional's understanding of the locations of all utility lines and shall be altered to conform to all changes made during construction. The Design Professional shall furnish additional copies of the aforesaid documents or reproducible documents as requested by Owner, for which the Owner shall pay the actual cost of reproduction.