

INSTRUCTIONS TO PREPARERS

**For Completion of the
DESIGN PROFESSIONAL CONTRACT
BETWEEN DESIGN PROFESSIONAL AND OWNER**

**TO BE USED WITH
GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
DBB CONSTRUCTION CONTRACT**

**GEORGIA STATE FINANCING
AND INVESTMENT COMMISSION**

**INSTRUCTIONS TO PREPARERS
OF THE
GEORGIA STATE FINANCING AND INVESTMENT COMMISSION'S
DESIGN PROFESSIONAL CONTRACT (DBB)
BETWEEN DESIGN PROFESSIONAL AND OWNER**

Introduction

The Georgia State Financing and Investment Commission (GSFIC) is the descendant of the State School Building Authority, which was established in 1951. Over the years, the State School Building Authority evolved into the University Building Authority, the Georgia Education Authority (Schools), the Georgia Education Authority (University), and finally the Georgia State Financing and Investment Commission.

When the State School Building Authority first came into being to facilitate the construction of buildings for public education, it modeled its initial architectural agreement on the then-current "Standard Form of Agreement between Owner and Architect" of the American Institute of Architects. It ran only three pages in its entirety and covered a limited scope of Basic Services. Even so, it recognized an array of Additional Services and Reimbursable Expenses that were deemed to warrant extra compensation. This early Contract established a standard fee for architectural and engineering services at six percent of the cost of construction.

As time passed, however, the list of responsibilities that state agencies and authorities routinely assigned to the Design Professional expanded to include new duties. Time witnessed the transfer of major Additional Services into Basic Services, and the inclusion of Reimbursable Expenses in the basic fee. Nevertheless, the traditional six percent fee limitation remained unchanged. Many state agencies and authorities began to realize that the traditional set percentage fee could not be universally appropriate. Fee negotiation, therefore, has become advisable.

In the late 1990s, after its standard Design and Construction Contract Administration Agreement had grown to be dozens of pages long, the State determined to respond to the need for change. GSFIC was charged with leading a consensus-based collaborative process involving industry stakeholders to overhaul many of the standard documents and forms that had been developed over the years.

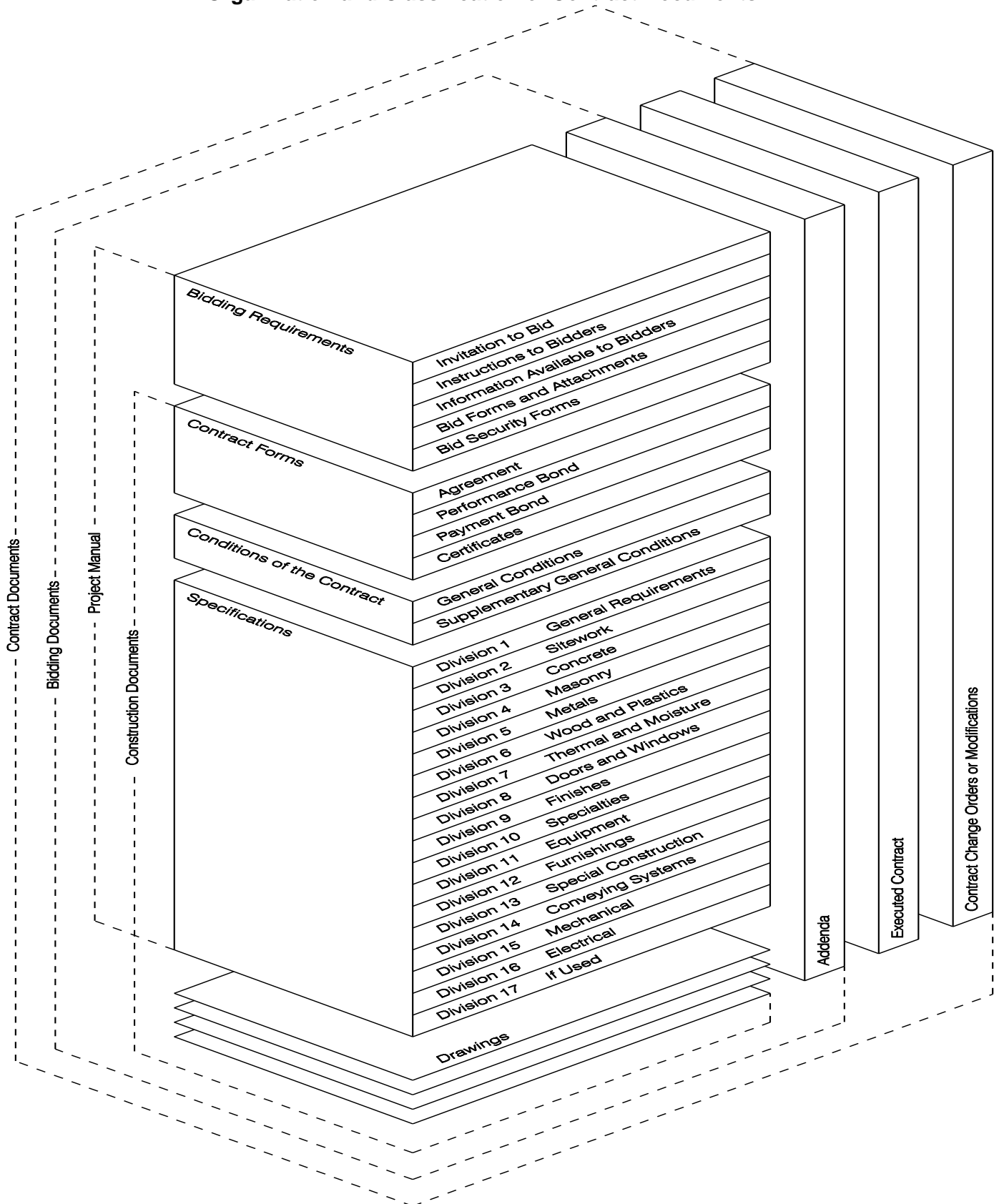
The State expects Design Professionals to respond positively to growing demands by Owners, users, and regulatory bodies. Therefore, the State has restructured the Contract to address the many changes that have occurred over the past half-century. Among the many updates to the Contract is explicit flexibility to offer compensation commensurate with increased Design Professional responsibilities. The following Contract, now called the ***Design Professional Contract*** (for use with the GSFIC DBB Construction Contract) represents the first major update to the document in more than a decade. The following instructions should facilitate its use:

Instructions for Preparation

Reference	Comment
Contract-1	The Contract should be dated on the earliest date services are to be performed.
Contract-1, 1	The Construction Cost Limitation should be filled out as the maximum bid price the Owner is willing to accept in the Construction Contract.
Contract-1, 2	The Owner's Authorized Agent is the person with the authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice, and has authority to give direction to the Design Professional and authorize Change Orders.
Contract-1, 3	The Design Professional of Record is the person anticipated to seal the Construction Documents for the Contracting design firm.
Contract – 1-3A	The Design Professional should list the principal in charge, project manager and discipline leaders and consultants and subconsultants that have been selected or already chosen in Exhibit M.
Contract-1, 4 a	The combined Basic Services fee percentage for Design and Construction Contract Administration is the total fee percentage calculated using the Fee Negotiation Guidelines included in the instructions immediately following this table. This overall percentage should then be allocated 70% for Basic Design Services and 30% for Basic Construction Contract Administration Services.

Reference	Comment
Contract-1, 4 b	The Additional Services Fees (at Contract execution) are the total of the individual prices taken from Exhibit A.
Contract-2, 6	The parties shall determine the total number of Site Visits required by the Contract at the time of execution, including those of the Design Professional and all its consultants, plus the number of Building Official visits.
Section 1, Part 1, Par 1.1.1.2	The Owner should provide a plat of boundary line survey to the Design Professional at or before Contract execution.
Section 1, Part 1, Par 1.1.1.3	The Owner should provide a Predesign Study or Program to the Design Professional at or before Contract execution and attach it to this Contract as Exhibit C. If Predesign Study or Program is over one year old, it should be updated by the original preparer or as an additional service by the Design Professional.
Section 1, Part 1, Par 1.1.1.4	In advance of Contract execution, the Owner and Design Professional should prepare a mutually agreeable Preliminary Design and Construction Schedule and attach it as Exhibit D.
Section 1, Part 1, Article 1.1.3	The Owner should attach the State of Georgia Design Bid Build Construction Contract General Conditions to the Contract as Exhibit E.
Section 1, Part 1, SubPar 1.1.6.2.13	The Owner should provide as a guide to the Design Professional a specimen set of Supplementary General Conditions to the Construction Contract before the Design Professional Contract execution.
Section 2, Part 1, Par 2.1.3.3.	The Design Professional shall utilize Exhibit G to this Contract in preparing the Site Memorandum.
Exhibit A	The Owner should indicate what Additional Services it wishes to require the Design Professional to provide during both the design and Construction Contract Administration phases of its engagement by filling out the acceptable method of payment for each. The Owner should also attach appropriate scopes of service included for Additional Services to be provided under this Contract as Exhibit N. If the Owner desires the Design Professional to provide Program Management Services as a required Additional Service, then the name of the person intended to serve as the Program Manager should be recorded in Exhibit M.
Exhibit B	The Owner should attach the approved hourly rates as Exhibit B after adding or subtracting categories as appropriate for the Project.
Exhibit F	The Design Professional shall utilize Exhibit F to this Contract in preparing the Statement of Probable Construction Cost.
Exhibit H	The Owner should review and adjust the list of Project deliverables before attaching it to the Contract as Exhibit H. (Any changes should also be reflected in the preceding Contract paragraphs giving rise to the original deliverable requirement.)
Exhibits I & L	These exhibits should be reviewed as they reflect requirements during the construction administration phase of the Contract as well as the design intent.
Exhibit N	The Owner should utilize the samples in Exhibit A or attach appropriate scopes of service for Additional Services to be provided under this Contract as Exhibit N.
Reference	The Owner should make available or attach the most current policy, instructions, and design guidelines for Design Professionals entitled "The Process Guide."

Organization and Classification of Contract Documents



Architectural and Engineering Basic Services Fee Negotiation Guidelines

The following table of approximate percentages is a guideline for negotiating fees for Architectural and Engineering Basic Services for State of Georgia new building and building systems projects and renovations entailing differing levels of complexity ("Project Types I – VI") for various Construction Cost Limitations (CCL). (This Contract may not be appropriate for civil projects such as roads, bridges, or sewage / wastewater treatment plants.)

Examples by project type include, but are not limited to, the following:

Project Type I – Considerably Less Than Average Complexity: Warehouses, Storage Facilities, Parking Structures, etc.

Project Type II – Less Than Average Complexity: Dormitories and Student Housing, Office Buildings, Dining Facilities, Complex Parking Structures, etc.

Project Type III – Average Complexity: Classroom Facilities, General Teaching Spaces, University Libraries, Medical Offices, Gymnasias, etc.

Project Type IV – More Than Average Complexity: Complex University Buildings, Engineering Laboratories, Special Schools, Theaters, Auditoriums, Medical Schools, etc.

Project Type V – Considerably More Than Average Complexity: Science and Medical Research Buildings, Hospitals, Museums, etc.

Project Type VI – Engineering Projects: Campus/Building Chilled Water, Steam, Fire Protection, or Hot Water Systems; Campus/Building Electrical Distribution Systems; Building Replacement Mechanical or Electrical Systems; Building or Campus Generator Systems; Campus Fire Alarm or Security Systems; Outdoor lighting or Sports Lighting; Retrofit Building Fire Protection Systems; Campus Voice/Data Systems; etc.

To use the table, select the percentage for new construction or renovation for a given CCL, and multiply that percentage by the CCL to arrive at the total lump sum Basic Services Fee. Seventy percent of that amount equals the Basic Design Services Fee (see Paragraph 4.1.4.1) and thirty percent equals the Basic Construction Contract Administration Fee (see Paragraph 4.1.4.2).

Example A: A new dining facility project with a CCL of \$1,100,000.

1. Determine that the dining facility is a Type II project for new construction. Go to the table and locate the fee percentages for the SCLs listed closest to the \$1,100,000. (For an CCL of \$1,000,000, the percentage is 6.6%; for an CCL of \$1,250,000 million, it is 6.4%.)
2. Interpolate between the 6.6% and 6.4% and round up to the first decimal place to arrive at the percentage for the CCL of \$1,100,000.
3. Multiply this percentage (6.5%) by \$1,100,000 to calculate the total Basic Services Fee (\$71,500).
4. Seventy percent (70%) of that amount equals the Basic Design Services Fee (\$50,050) and thirty percent (30%) equals the Basic Construction Contract Administration Fee (\$21,450).

If the Project were a combination of two project types and a mix of new construction and renovation, the calculation would be as follows:

Example B: Renovation of an existing office building (budgeted at \$5,000,000) and the addition of a warehouse (budgeted at \$3,000,000), with a combined CCL of \$8,000,000. (The Fee Negotiation Guidelines are the same whether the two facilities are connected or located in close proximity to one another if they are part of a single project.)

1. Determine that the office building is a Type II renovation project and the warehouse is a Type I project for new construction.
2. Go to the table and identify the percentage for the \$8,000,000 total CCL for a Type II renovation project (7.1%). Multiply this percentage by the budget for the office project (\$5,000,000) to calculate the first portion of the Basic Services Fee (\$355,000).
3. Go to the table and identify the percentage for the \$8,000,000 total CCL for a Type I project for new construction (5.1%). Multiply this percentage by the budget for the warehouse project (\$3,000,000) to calculate the balance of the Basic Services Fee (\$153,000).
4. Add the two lump-sum fees to arrive at the Total Basic Services Fee (\$508,000).
5. Seventy percent (70%) of that amount equals the Basic Design Services Fee (\$355,600) and thirty percent (30%) equals the Basic Construction Contract Administration Fee (\$152,400).

Using percentage-based Basic Services Fee Negotiation Guidelines for projects where the CCL are less than \$500,000 or greater than \$30,000,000 are probably not appropriate due to the wide range of complexity in very small/very large projects. In these cases, appropriate fees should be negotiated based on the estimated efforts required to complete the Project.

Not included in the Basic Services Fee are amounts to cover Additional Services or approved Reimbursables. In preparing a Predesign Study, additional amounts should be added to the Total Project Budget breakdown to cover these two additional items. In arriving at Additional Services and Reimbursable amounts to incorporate into the actual Contract between the Owner and the Design Professional, individual estimates should be prepared based on projected scope and expenses.

ARCHITECTURAL & ENGINEERING BASIC SERVICES FEE PERCENTAGE NEGOTIATION GUIDELINES

CONSTRUCTION COST LIMITATION (CCL) (\$)	TYPE I Considerably less than average complexity		TYPE II Less than average complexity		TYPE III Average complexity		TYPE IV More than average complexity		TYPE V Considerably more than average complexity		TYPE VI Engineering Projects Pr	
	New %	Renovation %	New %	Renovation %	New %	Renovation %	New %	Renovation %	New %	Renovation %	New %	Renovation %
Less than 500,000	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies
500,000	6.4	8.0	7.2	9.0	8.0	10.0	8.8	11.0	9.6	12.0	9.0	11.2
750,000	6.1	7.6	6.8	8.6	7.6	9.5	8.4	10.5	9.1	11.4	8.5	10.6
1,000,000	5.8	7.3	6.6	8.2	7.3	9.1	8.0	10.0	8.8	11.0	8.2	10.2
1,250,000	5.7	7.1	6.4	8.0	7.1	8.9	7.8	9.8	8.5	10.7	8.0	10.0
1,500,000	5.6	7.0	6.3	7.9	7.0	8.8	7.7	9.7	8.4	10.5	7.9	9.8
1,750,000	5.5	6.9	6.2	7.8	6.9	8.7	7.6	9.5	8.3	10.4	7.8	9.7
2,000,000	5.5	6.9	6.2	7.7	6.9	8.6	7.5	9.4	8.2	10.3	7.7	9.6
2,250,000	5.4	6.8	6.1	7.7	6.8	8.5	7.5	9.4	8.2	10.2	7.6	9.5
2,500,000	5.4	6.7	6.1	7.6	6.7	8.4	7.4	9.3	8.1	10.1	7.5	9.4
2,750,000	5.3	6.7	6.0	7.5	6.7	8.4	7.3	9.2	8.0	10.0	7.5	9.4
3,000,000	5.3	6.6	6.0	7.4	6.6	8.3	7.3	9.1	7.9	9.9	7.4	9.3
3,500,000	5.3	6.6	5.9	7.4	6.6	8.2	7.2	9.0	7.9	9.9	7.4	9.2
4,000,000	5.2	6.5	5.9	7.4	6.5	8.2	7.2	9.0	7.8	9.8	7.3	9.2
4,500,000	5.2	6.5	5.9	7.3	6.5	8.1	7.2	8.9	7.8	9.8	7.3	9.1
5,000,000	5.2	6.5	5.8	7.3	6.5	8.1	7.1	8.9	7.8	9.7	7.2	9.0
6,000,000	5.1	6.4	5.8	7.2	6.4	8.0	7.1	8.8	7.7	9.6	7.2	9.0
7,000,000	5.1	6.4	5.7	7.2	6.4	8.0	7.0	8.8	7.7	9.6	7.1	8.9
8,000,000	5.1	6.3	5.7	7.1	6.3	7.9	7.0	8.7	7.6	9.5	7.1	8.9
9,000,000	5.0	6.3	5.7	7.1	6.3	7.9	6.9	8.7	7.6	9.5	7.1	8.8
10,000,000	5.0	6.3	5.6	7.0	6.3	7.8	6.9	8.6	7.5	9.4	7.0	8.8
11,000,000	5.0	6.2	5.6	7.0	6.2	7.8	6.8	8.6	7.5	9.3	7.0	8.7
12,000,000	4.9	6.2	5.6	7.0	6.2	7.7	6.8	8.5	7.4	9.3	6.9	8.7
13,000,000	4.9	6.1	5.5	6.9	6.1	7.7	6.8	8.4	7.4	9.2	6.9	8.6
14,000,000	4.9	6.1	5.5	6.9	6.1	7.6	6.7	8.4	7.3	9.2	6.8	8.5
15,000,000	4.8	6.1	5.5	6.8	6.1	7.6	6.7	8.3	7.3	9.1	6.8	8.5
16,000,000	4.8	6.0	5.4	6.8	6.0	7.5	6.6	8.3	7.2	9.0	6.7	8.4
17,000,000	4.8	6.0	5.4	6.7	6.0	7.5	6.6	8.2	7.2	9.0	6.7	8.4
18,000,000	4.8	5.9	5.3	6.7	5.9	7.4	6.5	8.2	7.1	8.9	6.7	8.3
19,000,000	4.7	5.9	5.3	6.6	5.9	7.4	6.5	8.1	7.1	8.9	6.6	8.3
20,000,000	4.7	5.9	5.3	6.6	5.9	7.3	6.4	8.1	7.0	8.8	6.6	8.2
21,000,000	4.7	5.8	5.2	6.5	5.8	7.3	6.4	8.0	7.0	8.7	6.5	8.1
22,000,000	4.6	5.8	5.2	6.5	5.8	7.2	6.4	7.9	6.9	8.7	6.5	8.1
23,000,000	4.6	5.7	5.2	6.5	5.7	7.2	6.3	7.9	6.9	8.6	6.4	8.0
24,000,000	4.6	5.7	5.1	6.4	5.7	7.1	6.3	7.8	6.8	8.6	6.4	8.0
25,000,000	4.5	5.7	5.1	6.4	5.7	7.1	6.2	7.8	6.8	8.5	6.3	7.9
26,000,000	4.5	5.6	5.1	6.3	5.6	7.0	6.2	7.7	6.7	8.4	6.3	7.9
27,000,000	4.5	5.6	5.0	6.3	5.6	7.0	6.1	7.7	6.7	8.4	6.2	7.8
28,000,000	4.4	5.5	5.0	6.2	5.5	6.9	6.1	7.6	6.6	8.3	6.2	7.8
29,000,000	4.4	5.5	5.0	6.2	5.5	6.9	6.1	7.6	6.6	8.3	6.2	7.7
30,000,000	4.4	5.5	4.9	6.1	5.5	6.8	6.0	7.5	6.6	8.2	6.1	7.6
More than 30,000,000	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies

**DESIGN PROFESSIONAL CONTRACT
BETWEEN DESIGN PROFESSIONAL AND OWNER**

**TO BE USED WITH
GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
DESIGN-BID-BUILD (DBB) CONSTRUCTION CONTRACT**

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION

For the Use and Benefit of:

USING AGENCY

and

DESIGN PROFESSIONAL

PROJECT NO. _____

INCLUDES:	Design Professional Form of Contract	pp Contract – 1 to Contract - 3
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**DESIGN PROFESSIONAL CONTRACT
(FOR DESIGN-BID-BUILD PROJECT DELIVERY)**

FOR PROJECT NUMBER: _____

PROJECT NAME, ADDRESS, AND DESCRIPTION: _____

THIS DESIGN PROFESSIONAL CONTRACT (hereinafter "Contract") is made this _____ day of _____, 20____, by and between the Georgia State Financing and Investment Commission, hereinafter "Owner," for the use and benefit of _____, hereinafter "Using Agency," and

THE DESIGN PROFESSIONAL'S NAME AND ADDRESS _____

(List Design Professional's form of Business,): _____

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: _____
3. NAME OF DESIGN PROFESSIONAL OF RECORD: _____
4. FEES:
 - a. Basic Design Services Fee: \$_____.
 - b. Basic Construction Contract Administration Services Fee: \$_____.
 - c. Additional Services Fees (at Contract execution): \$_____. (See Exhibit A)
 - d. Additional Services Hourly Rates. (See Exhibit B)
 - e. Fee for design and administration of Change Orders that require design or redesign activities shall be as follows:
 ____% for design and ____% for Construction Contract Administration multiplied by the cost of the work of the change, unless the Owner and Design Professional agree that the fee is not commensurate with the services required, in which case payment shall be based on the hourly rates shown in Exhibit A plus reimbursable expenses as set forth in Article 4.1.3, or on agreed upon lump sum, PROVIDED that the Design Professional shall have given notice in writing prior to execution of the extra services due to the Change Order, and the Owner shall have consented in advance in writing.
 - f. Any fees already paid for account of Design Professional services on this Project pursuant to any or all documents or Contracts (*identify documents or Contracts*) in the total paid amount of \$_____ shall be applied as a reduction to any fees that shall be due or that shall become due under this Contract.

5. **SITE VISITS.** The total number of Site Visits by the Design Professional and consultants during the Construction Contract Administration Phase included in the fee for Basic Services shall be ___ Site Visits and ____ Building Official visits. Design Professional represents to the Owner that the amount of Site Visits are adequate to perform all the obligations required of him by this Contract, including those services and inspections that are normally required of the Building Official. Additional Site Visits shall be performed in accordance with Exhibit A.
6. **APPROVAL OF CONSTRUCTION DOCUMENTS.** When the design is completed with all review comments incorporated, the Design Professional shall furnish two complete sets of Construction Documents including plans and specifications to the Owner and shall furnish one set to the Using Agency. The Design Professional must wait to receive the written approval of the Owner.
7. **SCHEDULE.** The Design Professional shall provide the services required by this Contract in conformance with the approved Preliminary Design and Construction Schedule. The Design Professional agrees to complete the Construction Documents not later than ____ calendar days following execution of this Contract.
8. **REPRESENTATIONS.** The Design Professional represents the following:
- It is an organization of professionals experienced in the type of services the Owner is engaging the Design Professional to perform;
 - It is authorized and licensed to provide professional services in the State of Georgia;
 - It is qualified, willing, and able to perform professional services for the Project;
 - It has the expertise and ability to provide professional services that will meet the Owner's objectives and requirements; and
 - It has the expertise to comply with the requirements of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project.
9. **CERTIFICATES.** By executing this Contract, the Design Professional agrees that it has reviewed the certificates required by the Design Professional Services Requirements and the Construction Documents, 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.
10. **BUILDING OFFICIAL.** The Owner and Design Professional acknowledge that there is no state building official other than for Life Safety, Elevator, Building Accessibility, and Fire Safety rules, regulations, and codes. The Design Professional is the Building Official for the Project. (See Paragraph 1.2.4.12)
11. **PREDESIGN STUDY.** The Design Professional shall not proceed with the performance of any professional services until he shall have received from the Owner a copy of the Pre-design Study, including all revisions, or Program that has been received by the Office of Planning and Budget, State of Georgia, and determined to be sufficient.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT REQUIREMENTS.**
- The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.* Contractor certifies that Contractor has registered at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Contractor further certifies that it shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that it has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.
13. **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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto, by their duly authorized representatives, have executed this Contract the day and year first written above.

DESIGN PROFESSIONAL: _____

ATTEST:

_____ (L.S.) By: _____ (L.S.)

_____, Secretary _____, President

SEAL (over Signature)

OWNER: Georgia State Financing and Investment Commission

ATTEST:

By: _____ (L.S.)
Chairman, Governor Sonny Perdue

_____ (L.S.)
SEAL (over Signature) Steven L. Stancil, Director, Construction Division

1. Design Professional Services Requirements

- 2. Exhibits. Exhibit A List and Description of Additional Services
- Exhibit B Schedule of Hourly Rates
- Exhibit C The Owner’s Predesign or Program
- Exhibit D Preliminary Design and Construction Schedule
- Exhibit E Construction Contract General Conditions
- Exhibit F Statements of Probable Construction Cost Format
- Exhibit G Site Memorandum
- Exhibit H Summary of Project Deliverables
- Exhibit I Advice on Construction Progress
- Exhibit J Certificate of Material Completion
- Exhibit K Certificate of Final Completion
- Exhibit L Capital Asset Accounting
- Exhibit M The Design Professional’s Key Personnel and Consultants
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Reference 1: The Process Guide

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EXHIBITS:

- Exhibit A – List and Description of Additional Services
- Exhibit B – Schedule of Hourly Rates
- Exhibit C – The Owner’s Predesign or Program
- Exhibit D – Preliminary Design and Construction Schedule
- Exhibit E – Construction Contract General Conditions
- Exhibit F – Statement of Probable Construction Cost Format
- Exhibit G – Site Memorandum
- Exhibit H – Summary of Project Deliverables
- Exhibit I – Advice on Construction Progress
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- Exhibit K – Certificate of Final Completion
- Exhibit L – Capital Asset Accounting
- Exhibit M – The Design Professional’s Key Personnel and Consultants
- Exhibit N – Scopes of Additional Services

Reference 1: The Process Guide

**DESIGN PROFESSIONAL SERVICES REQUIREMENTS
FOR DESIGN-BID-BUILD CONSTRUCTION DELIVERY**

SECTION 1 – GENERAL

PART 1 – PRELIMINARY MATTERS

1.1.1 Project Parameters.

1.1.1.1 Objectives/Use. The Project is being constructed to provide a necessary facility for the State Agency identified as the Owner in the Contract.

1.1.1.2 Physical Parameters. The Project will be constructed on public property of the State of Georgia administered by the State Agency identified in the Contract as the Owner. A plat of boundary line survey of the property involved was furnished to the Design Professional under cover of a letter from the Owner, identified in the Contract, and the Design Professional is entitled to rely on such information.

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

1.1.1.4 Time and Schedule. A Preliminary Design and Construction Schedule, including major milestones for the production of the Design Development Documents and Construction Documents, as well as the anticipated time required for construction, is attached as Exhibit D 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 for design are reasonable and achievable. Changes in the major milestone dates will require the consent of both parties, which shall not be unreasonably withheld.

1.1.1.5 Delays. The Design Professional is responsible for the timely performance of its design and administrative 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 Project is delayed by reason of ordinary negligence or the breach of any provision of this Contract 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 Delays 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 the Design Professional may request an adjustment of its fees.

1.1.1.6 Project Delivery Method. This Contract presumes that the construction of the Project shall be procured by using the Design-Bid-Build method with a single bid package.

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. The Owner's Authorized Agent shall be well acquainted with the Project and provide the Design Professional the information and services required of the Owner by this Contract so as not to delay the services of the Design Professional.

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 (e.g., a Commissioning Provider), 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. If the addition of an independent consultant causes a substantial increase in the scope of services provided by the Design Professional, the Design Professional shall be entitled to request an increase in compensation for the Additional Services.

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 person 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 Contract. 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. Construction 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 shall select a licensed geotechnical engineer ordinarily to be retained by the Design Professional.

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 but only with prior written approval of the Owner.

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 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 he 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 written 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, including those retained by the Owner. 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, the Using Agency, any separate Contractors and the Contractor shall work as a project team to effect the commencement of and completion of construction in accordance with the Contract Documents. By its various Contracts with the other parties, the Owner shall 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 Contractor, 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 these objectives are consistent with the successful completion of the Project. It is the Owner's intent that all consensus decisions of the team, where differing from the Contract Documents, shall be reduced to writing in an appropriate Change Order or amendment or modification.

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

1.1.3.3 Team Evaluation, Covenant not to Sue. If the Owner determines to utilize the State of Georgia's formal Team Evaluation Process, then the Owner, Design Professional, Contractor, and any other Team Member agree to participate in good faith. In such event, the Design Professional waives any and all legal rights for defamation, libel or slander, and covenants not to sue the State of Georgia, the Owner, the Contractor, the Using Agency, other Team Members, and their respective representatives and agents, as a result of rankings and results related to the Design Professional's performance, rendered and posted in good faith as part of and in accordance with said Team Evaluation Process. The Contractor and other Team Members, in their agreements with the Owner, shall execute a similar contract provision.

1.1.4 Construction Contract General Conditions.

A copy of the General Conditions to the Construction Contract is attached hereto as Exhibit E and is incorporated herein by reference. If the Design Professional is authorized by the Owner to perform Construction Contract Administration, the Design Professional shall perform all of the duties of the Design Professional called for in the General Conditions in addition to the duties called for in this Contract. Specific attention is directed to the definitions and concepts of Material Completion and Final Completion as defined in Section 6 of the General Conditions, as they differ substantively from the common concepts of substantial completion. The General Conditions, including all definitions, are expressly adopted and incorporated into this Contract.

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 therefrom, 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 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 Workers' 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 with bodily injury in the minimum amount of \$100,000 each occurrence; to cover vehicles, owned, leased or rented by the 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) For Projects with a budgeted construction cost of more than \$30,000,000:
 - i. For Design Professionals – \$3,000,000 per claim and \$4,000,000 in aggregate coverage;
 - ii. For Subconsultant Engineers and Architects – \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$2,000,000 in aggregate coverage.
- (b) For Projects with a budgeted construction cost of \$20,000,000 up to \$30,000,000:
 - i. For Design Professionals – \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - ii. For Subconsultant Engineers and Architects – \$1,000,000 per claim and \$2,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- (c) For Projects with a budgeted construction cost of less than \$20,000,000:
 - 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.
- (d) 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 issuance of the Certificate of Final Completion for 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, 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 Defined Terms. Terms defined in other documents associated with this Project shall have the same meaning in this Contract. In case of conflict between or among any such documents, as between the parties hereto the definitions contained in this Contract shall control.

1.1.6.2 Meaning of Terms. Unless specifically defined pursuant to 1.1.6.1 above, words used in this Contract that have usual and common meanings, either in general usage or in technical or trade usage, shall have their usual and common meanings.

1.1.6.2.1 *Construction Contract Administration*. See Section 2, Part 2.

1.1.6.2.2 *Construction Documents*. See Section 2, Part 1, Article 2.1.6.

1.1.6.2.3 *Design Development Documents*. See Section 2, Part 1, Article 2.1.5.

1.1.6.2.4 *General Conditions (also Construction Contract's General Conditions)*. 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.

1.1.6.2.5 *Predesign Study*. This document includes the Program site analysis and other appropriate studies that provide essential information, including the cost estimates from the Predesign Study to support and advance the decision-making process prior to the design and implementation phases of the Project.

1.1.6.2.6 *Preliminary Design and Construction Schedule*. A schedule indicating proposed activity sequences and durations, including major milestone dates for receipt and approval of pertinent information, and for production of Schematic Design, Design Development, and Construction Documents, as well as the estimated time required for construction. It includes the Owner's occupancy requirements showing portions of the Project (and the Phases thereof if any) having occupancy priority, and proposed date(s) of Material Completion and Final Completion. The Preliminary Design and Construction Schedule shall be in simplified critical path method format as might be appropriate for the Project, and shall be in such detail as the Owner reasonably requires.

1.1.6.2.7 *Program*. The written and graphical definition of the Project's space requirements provided by the Owner to the Design Professional (normally part of Predesign Study). The Using Agency's Program and the Predesign Study are provided to the Design Professional together with other relevant predesign information, including the purposes and requirements of the Project for the purpose of creating the design and issuing the Construction Documents.

1.1.6.2.8 *Schematic Design*. See Section 2, Part 1, Article 2.1.4, Paragraph 2.1.4.2.

1.1.6.2.9 *Site Visit*. A visit to the Site for one day (8 hours) by the Design Professional or consultant, inclusive of all travel time, professional time, documentation time, travel expenses, meals, lodging, and incidental expenses. Site Visits shall be accounted in half-day increments (i.e., 0 to 4 hours expended in a single day equal one-half visit; 4 to 8 hours equal one visit). (See also Paragraph 2.2.6.1 below.)

1.1.6.2.10 *Construction Cost Limitation (CCL)*. For the purpose of controlling the design of the Project, the Construction Cost Limitation is the amount allocated for the cost of construction of the Project as illustrated by the Statement of Probable Construction Cost. The CCL does not include the cost of fixtures, furniture, or equipment unless expressly designated to be supplied by the Contractor. The CCL does not include design costs, Owner contingency, or Site acquisition costs. See Subparagraph 2.1.1.4.2 for details and effect of the Construction Cost Limitation.

1.1.6.2.11 *Supplementary General Conditions*. The portion of the Construction Documents dealing with specific requirements of the construction process that are unique to the Project and are drafted by the Design Professional based on specimens provided by the Owner.

1.1.6.2.12 *Using Agency*. The State entity for which the Project is being constructed. The term may include a Tenant or Tenant Agency, such as an institution (e.g., University of Georgia) that is a part of a Using Agency (e.g., the Georgia State Financing and Investment Commission).

1.1.6.2.13 *Using Agency's Representative*. The Using Agency may designate from time to time a Using Agency's Representative, who shall work with the Design Professional and the Owner's Representative as a liaison with the Using Agency.

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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 or unless upon the exercise of due diligence, the Design Professional should know 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 Predesign Study. The Owner shall provide the Design Professional with the Predesign Study, if any, as amended.

1.2.3.3 Program. In the event no Predesign Study is available, the Owner shall provide the Design Professional with a Program that describes the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems and Site requirements. If additional information or programming is required to enable the Design Professional to design the Project, it shall be provided by the Owner or provided by the Design Professional as an Additional Service.

1.2.3.4 Modification of the Owner's Requirements. In the event that the Statement of Probable Construction Cost of the work exceeds the Construction Cost Limitation stated in the Contract, the Owner, at its discretion, may modify the Owner's requirements sufficiently to permit balancing the Statement of Probable Construction Cost with the Construction Cost Limitation. It is also agreed that when the Design Professional has obtained laboratory test reports in accordance with Section 2 (Basic Services) of this Contract, the Design Professional shall furnish the Owner a current Statement of Probable Construction Cost for use in verifying that the total Project budget does not exceed the available funds for the Project. In the event the Statement of Probable Construction Cost exceeds the Construction Cost Limitation, the Design Professional agrees that modifications made for the purpose of balancing the Statement of Probable Construction Cost with the Construction Cost Limitation shall not create a claim for Additional Services under Section 3 (Additional Services) of this Contract, except in the event of the discovery of unforeseen conditions, in which case the Design Professional shall be compensated in accordance with Section 3.

1.2.3.5 Surveys. The Owner shall furnish survey(s) describing physical characteristics, legal limitations, utility locations for the site of the Project, as well as a written legal description of the site. If such services are deemed necessary by the Design Professional and approved by the Owner as additional services, the Design Professional shall retain and compensate a qualified, registered land surveyor to prepare a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property; rights-of-way, restrictions, easement, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and all available data pertaining to existing buildings, other improvements, trees; and service and utility lines, both public and private, above and below grade, including inverts and depths. The Owner shall approve the selection of the surveyor before the surveyor may commence work.

1.2.3.7 Responding to the Design Professional. Owner will review and respond with reasonable promptness in accordance with the Preliminary Design and Construction 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.

1.2.3.8 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.

1.2.3.9 Duty to Report. The Owner shall promptly report to the Design Professional any errors, inconsistencies, or omissions that the Owner discovers in the Construction Documents. However, nothing in this Paragraph shall relieve the Design Professional of responsibility for its own errors, inconsistencies, and omissions.

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 except to the extent provided in the General Conditions of the Construction Contract unless otherwise specifically directed by the Owner in writing.

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 Bidding 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 Bidding Documents 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, and the resulting design is constructible by a qualified Contractor using appropriate construction methods. 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 Contract Administration phase of the Project by the Design Professional is that (i) the Design Professional shall redesign the defective design, consistent with the Program or Predesign 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 he 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 he 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, the State of Georgia and 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 thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to breach, negligence or default by the Indemnitor under the terms and conditions of this Contract.

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 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's 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 Program. 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 either through the Design Professional utilizing a change to this Contract or as a separate Contract between the Owner and such outside consultant.

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. The Owner shall pay for all such tests as a reimbursable expense when approved by the Owner in advance.

1.2.4.11 Geotechnical Engineer. The Design Professional shall select a licensed geotechnical engineer, to be retained by the Owner, to produce the Stage One Statement set forth in the Site Memorandum, to consult with the Owner and Design Professional and perform geotechnical evaluations of the Site, and ultimately produce the Stage Two Statement. The Owner's goal is to utilize fully the geotechnical engineer to identify, to the extent practicable, all adverse Site conditions such that the Design Professional has sound information upon which to base the design of the Project and to minimize the risk of unforeseen Site conditions upon commencement of construction. Information obtained from the geotechnical engineer may result, under certain conditions, in the establishment of unit prices in the Supplementary General Conditions or pre-bid addenda.

1.2.4.12 Building Official. The Design Professional shall act as the Building Official 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.

1.2.4.13 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 Preliminary Design and Construction Schedule 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 Preliminary Design and Construction 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 Preliminary Design and Construction Schedule. Upon approval by Owner of the Construction Progress Schedule as contemplated by 3.3.5.2 of the General Conditions, the Preliminary Design and Construction Schedule shall be amended to include the Construction Progress Schedule. The amended schedule will become the Overall Project Schedule, which shall be utilized by the Design Professional, Owner, and Contractor.

1.2.4.14 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 thereunder 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.

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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 Schematic Design, Design Development, Construction Documents, Bidding, and Construction Contract Administration Phases of the Project. Design services shall be provided consistent with The Process Guide.

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 Predesign Study or Program. The Design Professional agrees to prepare drawings, specifications, and other documents that are adequate, complete, coordinated, and fit for 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, to translate the Design Professional's design intent into a completed structure. Where appropriate, the Design Professional shall indicate in the Bidding Documents when particular shop drawings or submittals will require the professional seal of a specialty consultant before being submitted for review. The Design Professional shall prepare suitable Bidding Documents adequate for the preparation of bids.

2.1.1.1 Considerations for Design. The Design Professional shall review the Predesign Study with the Owner to confirm its understanding of the Owner's requirements. The Design Professional shall assist the Owner in refining or making clarifications to the Owner's requirements for the Project. If extensive changes from the Predesign Study are required, the Design Professional's compensation and schedule may be equitably adjusted. In the event no Predesign Study exists, the Design Professional shall design in accordance with the Program provided by the Owner, taking into consideration the value of alternative materials, building systems, equipment, maintenance costs, budget, and other considerations in its design. In the event the Predesign Study or Program is more than one year old, or the program requirements or assumptions have changed from those utilized in the Predesign Study the Design Professional shall consult with the Owner in order to update the Predesign Study or Program, if required, as an Additional Service. If the Predesign Study is updated, it must be forwarded to Office of Planning and Budget for review.

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 Evaluation of Project Budget.

2.1.1.4.1 Preparation of Statements of Probable Construction Cost. All Statements of Probable Construction Cost required in this Contract shall be provided in the format shown in Exhibit F. All Statements of Probable Construction Cost shall represent the facts existing as of the date of execution of the statement and shall represent the true state of the Design Professional's mind. Along with the Construction Documents, the Design Professional shall submit in writing to the Owner a Final Statement of Probable Construction Cost. The Design Professional shall keep the Owner informed of any adjustments to previous Statements of Probable Construction Cost necessitated by changes in scope, requirements, or market conditions. All Statements of Probable Construction Cost prepared by the Design Professional shall contain such provisions for inflation or deflation as may be reasonably anticipated within the construction industry. The inflation or deflation factor shall be applied based upon the anticipated start date of construction. . In preparing all Statements of Probable Construction Cost, the Design Professional should consider, as a general reference, the information and matters required in ASTM Standard Practice E 1804-02, "Performing and Reporting Cost Analysis During the Design Phase of the Project," August 2002.

2.1.1.4.2 Details and Effect of the Construction Cost Limitation:

- (a) The Design Professional recognizes and agrees that he will design this Project such that the lowest responsible and responsive bid will not exceed the Construction Cost Limitation;
- (b) In contracting with a public or governmental body to render services, the Design Professional is charged with knowledge of the amount of money allocated to the construction budget; and
- (c) The Construction Cost Limitation limits the Design Professional prior to, but not after, the execution of the Construction Contract.

2.1.1.4.3 Revision or Redrafting. It shall be the responsibility of the Design Professional to design the Project so that the lowest responsive and responsible bid will not exceed the Construction Cost Limitation. It is in the best interest of the public, and the intent of the Owner is, that the entire Project be constructed within the funds allocated in the construction budget. Notwithstanding this overriding public policy, in the event that the Design Professional finds, in its opinion, that the bid will potentially exceed the Construction Cost Limitation, the Design Professional shall immediately stop work and give written notice to the Owner, who will either revise the budget to increase the Construction Cost Limitation or direct the Design Professional to reduce the scope of the Project. If so directed by the Owner in writing, the Design Professional shall, at no additional cost to the Owner, revise or redraft any and all documents necessary for the construction award of the reduced scope Project so as to bring the Statement of Probable Construction Cost within the Construction Cost Limitation and maintain the Preliminary Design and Construction Schedule. The Design Professional shall promptly revise without additional compensation those documents that have not been previously approved by the Owner or to which the Owner has reasonable and timely stated objections.

2.1.1.4.4 Revision or Redrafting of Construction Documents After Bid and Prior to Construction.

- (a) If the Construction Cost Limitation is exceeded by the lowest responsive and responsible bid, the Owner may elect one of the following:
 - i. Approve an increase in the Construction Cost Limitation; or
 - ii. Require the Design Professional, without additional compensation, to revise the Construction Documents to reduce the Cost of the Work to the Construction Cost Limitation.
- (b) If the lowest responsive and responsible bid is more than five percent but not less than \$200,000 below the Construction Cost Limitation, and if the Design Professional under Subparagraph 2.1.1.4.3 reduced components of the design of the Project to bring the Probable Construction Cost within the Construction Cost Limitation, then the Owner may require the Design Professional, without additional compensation, to revise the Construction Documents to restore such components of the design that were omitted, but without exceeding the Construction Cost Limitation. Such components of the design will be implemented by Change Order.
- (c) After the Construction Contract has been executed, if additional funding is obtained to increase the Construction Cost Limitation and components reduced or eliminated during design are desired to be reinstated, the Design Professional will be entitled to the same compensation as is provided for Change Orders not the fault of the Design Professional.

2.1.1.5 Contingencies. No Statements of Probable Construction Cost submitted by Design Professional shall include a construction contingency amount, but shall include such design contingencies as are necessary to account for work for which the design has not been completed.

2.1.1.6 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 therefrom, for any and all purposes.

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 therefrom, 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, 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.

2.1.2.6 Documents in Electronic Format. Within forty-five calendar days of the receipt of the marked-up Construction Documents that are required to be furnished by the Contractor pursuant to the Contract Documents, the Design Professional shall provide the Owner with Record Drawings and Final Documents as specified in Article 2.2.11. In the event that the Project is terminated prior to construction, the Design Professional, upon the Owner's request, shall provide on CD ROMs two copies of all drawings and Project Manual content then existent. Electronic drawings shall be made available for viewing in PDF, Autodesk DWF, or other approved format.

2.1.2.7 Acknowledgement of Risks Concerning Electronic Media. The Owner acknowledges that the automated conversion or transfer of electronic documents may introduce inexactitudes, anomalies, or errors. Copies of documents that may be relied upon by the Owner are limited to printed copies (also known as hardcopies) that are signed or sealed by the Design Professional and its consultants. Files in electronic media format or text, data, graphic, or other types that are furnished by the Design Professional to the Owner, are only for the convenience of the Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Design Professional makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware different from those in use by the Design Professional and its consultants at the beginning of this assignment.

2.1.2.8 Copies of Contract Documents to Contractor. Without charge to the Contractor (but reimbursable to the Design Professional, pursuant to Paragraph 4.1.3.2), the Design Professional shall furnish to the Contractor up to twenty-five sets of completed Contract Documents in hardcopy, one set of reproducible and electronic background floor and

reflected ceiling plan drawings, and, if requested, one copy in read-only electronic format. The Contractor may obtain such additional sets of Contract Documents as the Contractor deems necessary and shall pay the cost of reproduction of such additional sets to the Design Professional.

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 Schematic Design, Design Development, and Construction Documents. The Design Professional shall conduct a preliminary review of the site based on information furnished by the Owner and any other information that is obtained by the Design Professional. 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 must 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 Memorandum. 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 Process Guide

2.1.3.3 Site Memorandum. The Design Professional agrees to comply fully with the requirements of the attached Exhibit G, Site Memorandum, and the related requirements of Reference 1, The Process Guide. The Design Professional agrees to notify the Owner, at once and in any event within ten calendar days after execution of this Contract, of the amount of money the Owner should budget in order to cover costs identified in the Site Memorandum. The Design Professional agrees that, without cost to the Owner, the Design Professional shall make such proper and reasonable changes in the Site Plan and preliminary foundation design that are either necessary or desirable as required by the Stage One statement and subsequent investigation by the geotechnical engineer (see Subparagraph 1.1.2.6.3) obtained pursuant to the Site Memorandum. All information should be incorporated into the final Site Plan and final foundation design for the Stage Two statement. The Design Professional shall file copies with the Owner and accompany them with a current Statement of Probable Construction Cost, in the format shown at Exhibit F, as a part of the next submittal required by this Contract. (See ASTM Standard Practice E 1804-02, August 2002, Section 8.4 for guidance on information which is generally developed in site development documents.)

2.1.3.4 Land Disturbance Permitting.

2.1.3.4.1 General. The Design Professional and its consultants are responsible for providing the initial sealed Site Plan as a part of the Bidding Documents. The Contractor is required by the General Conditions to commence its review of the initial Site Plan at the beginning of the Pre-Commencement phase. The Contractor, with the design assistance of the Design Professional, is contractually required 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.

2.1.3.4.2 Implementation. The Design Professional and its consultants shall depict upon the Site Plan their initial recommendations as to 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. It is the Contractor's responsibility to review the design of the BMPs and submit any requested changes to the Plan, including the Contractor's desired use of entrances to the site, Contractor's trailer(s) location, laydown areas and other similar matters affecting the design and implementation of the BMPs. The Design Professional will incorporate all reasonable changes and produce a final sealed Site Plan, including fully designed BMPs, for submission to the permitting officials that enables the land disturbance permitting of the Project. With assistance of the Contractor, the Design Professional shall resolve with the local permitting official any deficiencies with a goal that all environmental permitting and plans be approved by the end of the Pre-commencement period.

2.1.3.4.3 Installation, Inspection, and Maintenance. The Contractor is responsible for installation and maintenance of the BMPs as a part of its Bid scope of Work. The Design Professional is responsible for and shall obtain the services of a qualified testing laboratory to inspect the BMPs in accordance with the permits, the costs of such inspections to be borne by the Owner.

2.1.3.4.4 Unit Costs, Abnormal Weather Conditions, Changes. The Design Professional shall establish, in the Supplementary General Conditions, unit prices to cover the addition or reinstallation of BMPs, by type and linear foot, that would be compensable to the Contractor in the event of *force majeure*, including abnormal weather conditions, and Owner Requested Changes, as set forth in Section 3 Part 3 of the General Conditions.

2.1.3.5 Additional Information. The Design Professional shall advise the Owner of the need for any information that the Design Professional determines should be provided by a 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 the Owner for professional judgment of such 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 Schematic Design Services.

2.1.4.1 Concept Design Studies. In accordance with the approved Preliminary Design and Construction Schedule, the Design Professional shall prepare and submit to the Owner Concept Design Studies consisting of a site plan, building plans, sections, elevations, and such other graphic and narrative information as is necessary to describe fully the Design Professional's proposed solution to the Owner for review and approval in accordance with Paragraph 2.1.1.1. These studies shall consider land use, the environment, master plans, traffic, parking, transportation, utilities, and functional relationships within the Project and building systems. With such studies, the Design Professional shall prepare and submit to the Owner an initial and subsequent updated Statements of Probable Construction Cost.

2.1.4.2 Schematic Design Documents. In accordance with the approved Preliminary Design and Construction Schedule and based upon approval of and comments made by the Owner regarding the Concept Design Studies, the Design Professional shall prepare and submit to the Owner Schematic Design Documents, including drawings and outline specifications. These documents shall represent a further development of the approved design concept, providing additional detail and specificity regarding the intended design solution. Typically, all such documents shall be drawn to scale, indicating materials and assemblies, as appropriate, to convey the design intent and to illustrate the Project's basic elements, scale and relationship to the Site. All major pieces of furniture and equipment shall be illustrated to scale. (See ASTM Standard Practice E 1804-02, August 2002, Sections 6.3, 8.2 and 8.3 for guidance on information which is generally developed in Schematic Design.)

2.1.4.3 Site Analysis. The Design Professional shall, in consultation with the geotechnical engineer and other Project consultants, develop and submit to the Owner, in conjunction with the Site Memorandum (see Paragraph 2.1.3.2 above), an analysis of the site describing significant features of physical environment and characteristics of the site, (i.e., climate, topography, soils and conditions, ecology, utilities, circulation, views, noise and existing structures) stating the implication of the above factors on design.

2.1.4.4 Statements of Probable Construction Cost. The Design Professional shall prepare and submit an initial Statement of Probable Construction Cost in the UniFormat™ Level I shown in Exhibit F. To the extent the Statement of Probable Construction Cost significantly deviates from the Construction Cost Limitation, the Design Professional shall discuss the deviations with the Owner and prepare and submit a plan to address the differences. As the design progresses, the Design Professional shall prepare and submit updated Statements of Probable Cost in like format.

2.1.4.5 Schematic Design Approval. The Design Professional shall, on the Preliminary Design and Construction Schedule, show the progress to date, confirm the remainder of the design portion of the schedule, and update the projected construction portion of the schedule. The Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Schematic Design including the updated schedule and the initial Statement of Probable Construction Cost. The Design Professional shall obtain the written approval of the Owner of the Schematic Design Phase before proceeding with the next phase.

2.1.5 Design Development Services.

2.1.5.1 Design Development Documents. In accordance with the approved Preliminary Design and Construction Schedule and based upon approval of and comments made by the Owner regarding the Schematic Design Documents, the Design Professional shall prepare and submit to the Owner the Design Development Documents. (See ASTM Standard Practice E 1804-02, August 2002, Sections 6.4, 8.2 and 8.3 for guidance on information which is generally

developed in Design Development Documents.) The Design Development Documents shall consist of a Site Plan, building plans, floor plans, sections, elevations, typical construction details, equipment layouts, and other drawings and outline specifications. These documents will fix and illustrate the size and character of the entire Project in its essentials, including but not limited to kinds of materials, criteria and sizing of major components, equipment sizes and capacities, approximate layouts including required spaces for clearances, type of structure, grade elevations, sidewalks, utilities, roads, parking areas, mechanical and electrical systems. The Design Professional shall also prepare Outline Specifications giving basic descriptions of essential components of all systems. The Outline Specifications shall identify major materials and systems and establish in general their quality levels. Upon the request of the Owner, the Design Professional shall furnish to the Owner perspective illustrations, physical models, and 3-D computer models at a specified size. Such illustrations and models shall be performed as an Additional Service to this Contract and shall be compensated at the rates shown in Exhibit A and Article 4.1.3, Reimbursable Expenses.

2.1.5.2 Floor Plans. The Design Professional shall prepare floor plans showing spaces by name, number, actual net area of each space, structural module, mechanical spaces, equipment, chases, and circulation area. The Design Professional shall also prepare Site Plans (which show utilities), plumbing, electrical, mechanical, and structural plans, and equipment layouts, lists, and schedules. Drawings shall show overall building dimensions and major lines of dimension.

2.1.5.3 Initial Code Compliance Review. The Design Professional shall submit the completed Design Development Documents for the State Fire Marshal's review to the GSFIC Plan Review Division.

2.1.5.4 Design Development Documents Approval. The Design Professional shall, on the Preliminary Design and Construction Schedule, show the progress to date, confirm the remainder of the design portion of the schedule, and update the projected construction portion of the schedule. The Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Design Development Documents including the updated schedule and the updated Statement of Probable Construction Cost. The Design Professional shall obtain the written approval of the Owner of the Design Development Documents Phase before proceeding with the next phase.

2.1.6 Construction Documents.

2.1.6.1 General. Utilizing the format developed by the Construction Specification Institute, the Design Professional shall prepare and submit to the Owner the Construction Documents from the approved Design Development Documents, consisting of working drawings and specifications and setting forth in detail the architectural and engineering work required of the Design Professional, including the General Conditions of the Construction Contract and any Supplementary General Conditions of the Construction Contract. A requirement for a CPM Schedule, using approved electronic scheduling software, must be included in the Specifications. The Design Professional must provide all documents required for building inspection agencies' approval that are necessary to receive a Certificate of Occupancy.

2.1.6.2 Basis of Construction Documents. The Construction Documents must be based upon the Predesign Study, or if none exists, the Program. The Construction Documents must indicate, in detail, the requirements for the construction of the Project (including all on-site and off-site work).

2.1.6.3 Conflicts. If there is any conflict between the Predesign Study (or if none exists, the Program) and the Construction Documents, the Predesign Study (or Program) shall prevail and govern, except in the following circumstances:

- (a) When the Predesign Study (or Program) causes a code violation; or
- (b) When the Predesign Study (or Program) shows or calls for a result that, based on evidence presented to the Owner, will not function properly, will not be suitable for the purposes intended, or includes requirements for processes or equipment that are subsequently determined to be unsuitable; or
- (c) When a change was made during the design and approval process that modified the Owner's requirements. In such case, the Design Professional and the Owner must have approved this modification in writing.

2.1.6.4 Free from Leaks. The Design Professional shall design the work in a non-negligent manner such that the building will be free from leaks if all components are installed in accordance with the Construction Documents.

2.1.6.5 Specification Format. The Construction Specifications must be in the full Construction Specifications Institute (CSI) Division 17 Three Part Format as established in the CSI Manual of Practice covering required materials, products and equipment, their installation and operation, quality assurances, reference standards and submittal requirements. The Construction Specifications must provide all supplemental information and requirements included but not elsewhere covered by the Contract Documents.

2.1.6.6 Working Drawings. Working Drawings shall consist of those drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, civil, structure, mechanical systems and electrical systems and other related work. The Working Drawings must include, where applicable, at least the following:

- (a) Civil Engineering documents to consist of grading, storm drainage, erosion control, paving, fencing, Site sanitary system, and Site water system;
- (b) Architectural floor plans, exterior elevations, interior elevations, building sections, wall sections, reflected ceiling plans, interior and exterior details, door and finish schedules, and roof plans. All Architectural Floor Plans shall be at not less than 1/8" = 1' 0" scale, must be fully coordinated with all other disciplines and all required equipment, and must show all required partitions, partition types, doors and door numbers, windows, room names and numbers, dimensions and any other required notes and information for complete floor plans;
- (c) Detailing and dimensions that comprehensively describe the design of the building and Site development in a consistent and coordinated manner;
- (d) Wall sections and interior elevations at scales appropriate to illustrate with sufficient detail and clarity the intended work and thereby facilitate its construction;
- (e) Reflected ceiling plans at the same scale as the respective floor plans. All reflected ceiling plans must be fully coordinated with all the engineering disciplines and must show all required ceiling lights, diffusers, access panels, returns, fans, smoke detectors and any other required devices on the ceiling. The architectural reflected ceiling plan takes precedence over all the other engineering plans in regards to fixture and device locations. Sprinkler head requirements shall be per NFPA requirements and coordinated with the reflected ceiling plan;
- (f) Structural construction drawings and specifications. These must be for any structural steel and cast-in-place concrete work as well as for foundation reinforcing steel and any other structural elements. Structural Drawings must include top of foundation elevation. Complete structural details at not less than 1/2" = 1' scale;
- (g) HVAC, plumbing, and fire protection layouts showing major equipment and mains as well as typical distribution branches, riser diagrams, supply and return grilles, fire dampers, and a schedule of plumbing fixtures valves, and all other "end product" elements and features. All HVAC, plumbing and fire protection plans must be fully coordinated with the architectural floor plans and reflected ceiling plans. All such drawings shall be at not less than 1/8" = 1' 0" scale;
- (h) Electrical systems and separate signal and data/telecom conduit systems layouts, as well as riser diagrams for the building, and all other "end product" elements and fixtures. All electrical power and lighting plans must be fully coordinated with the architectural floor plans and reflected ceiling plans; and
- (i) Electrical site plans at not less than 1" = 50' scale.
- (j) Any specialty products, materials and supplies specified by the Design Professional must be available.

2.1.6.7 Defining the Contractor's Responsibilities. The Design Professional shall not require the Contractor to provide professional services that constitute the practice of architecture or engineering in the Construction Documents unless such services are proprietary for that portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Design Professional will specify all performance and design criteria that such services must satisfy. The Contract Documents shall specify when shop drawings or submittals require the seal of

a specialty consultant, provided that the Owner shall be consulted and shall approve each instance in which submittals are required to be provided by the Contractor under seal of the Contractor's specialty consultant. The Design Professional is required to clearly identify any performance specifications or other requirements for design on the part of the Contractor.

2.1.6.8 Review of Construction Documents. If requested by the Owner the Construction Documents shall be submitted by the Design Professional to a designated third-party reviewer for review of constructability and or completeness.

2.1.6.9 Construction Documents Approval. The Design Professional shall, on the Preliminary Design and Construction Schedule, show the progress to date, confirm the remainder of the design schedule, and update the projected construction schedule. The Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Construction Documents including the updated schedule and a final Statement of Probable Construction Cost. The Design Professional shall obtain the written approval of the Owner of the Construction Documents before proceeding with the next phase. (See ASTM Standard Practice E 1804-02, August 2002, Section 8.4 for guidance on information which is generally contained in Construction Documents.)

2.1.7 Bidding Documents. The Design Professional shall prepare the Bidding Documents utilizing the format provided by the Owner. The Design Professional shall not knowingly issue incomplete Bidding Documents and shall not intentionally rely upon addenda to attain completeness.

2.1.7.1 Bid Date. The date for receipt of bids shall be established by the Owner after consultation with the Design Professional.

2.1.7.2 Alternates.

2.1.7.2.1 Owner Approval Required. Upon approval of the Owner, the Design Professional may include deductive alternates in the Bidding Documents. Deductive alternates should not be proposed unless the Design Professional's Statement of Probable Construction Cost is 95 percent or more of the construction budget. The acceptance of any deductive alternate shall be utilized as a last resort to accomplish the Project without requiring a redesign and rebidding of the Project. The alternates when bid must be accepted in sequential numerical order. Alternates must be arranged in such order that the most important work will be sacrificed last, and all alternates must be deductive.

(a) **Design Fees for Owner-Requested Alternates.** If the Owner requests the Design Professional to include alternates in the Bidding Documents, the cost of preparing such alternates shall be considered Additional Services and compensation shall be determined in accordance with Section 3 whether the alternates are accepted or not accepted.

(b) **No Fees for Budget-Mandated Deductive Alternates.** When the Design Professional is required to include deductive alternates for the purpose of having the design meet the construction budget as described in this subparagraph 2.1.7.2.1, no additional compensation will be allowed the Design Professional. The Design Professional must not rely upon alternates for the purpose of probing the market or experimenting to see which design or materials cost the least. If the Owner elects not to exercise a deductive alternate to bring the Project within the Construction Cost Limitation, thereby increasing the Project cost above the Construction Cost Limitation, then the Design Professional's fee shall not be affected. If, however, the Owner elects to add back such work by Change Order after the award of the Contract, then the Design Professional's fee shall be adjusted in accordance with Subparagraph 2.1.1.4.4 (c).

2.1.7.2.2 Effect of Alternates. No alternates shall be included in the Bidding Documents that would render the Project unusable.

2.1.7.3 Issuance of Documents. Upon receipt of the review comments and approval from the Owner, the Design Professional shall complete the Bidding Documents to respond to the review comments and furnish final copies to the Owner prior to issuance of the Bidding Documents for bid. The Bidding Documents shall be bound into a Project Manual, including the Invitation to Bid, Instructions to Bidders, Bid Form, Construction Contract, General Conditions, Supplementary General Conditions, and the Specifications.

2.1.8 Construction Procurement Services. Upon the direction of the Owner, the Design Professional shall proceed with the procurement of construction services. No changes shall be made in the Bidding Documents issued by the Design Professional after bids have been invited except by formal addendum approved by the Owner and issued by the Design Professional.

2.1.8.1 Assist The Owner. The Design Professional shall assist the Owner in obtaining bids from Contractors and assist in the awarding of the Construction Contract. Assistance may include preparing for any pre-bid conference, the determination of daily amounts for liquidated damages to be assessed the Contractor for failure to complete the Project on time, and determination of appropriate daily amounts to compensate the Contractor for Time Dependent Overhead Costs associated with approved extensions of time.

2.1.8.2 Prospective Bidders. The Design Professional shall assist the Owner in preparing a list of prospective bidders. Assistance may include the review and initial determination of qualifications of the various Contractors and Subcontractors. The Design Professional shall accumulate an attendance roster of firms attending any mandatory pre-bid conference and shall provide a copy of the roster to the Owner prior to the date set for receiving bids. The Design Professional shall provide the Owner with a list of the plan holders of record as of the date set for receiving bids. If pre-qualification of bidders is elected by the Owner, as an Additional Service, the Design Professional will assist in setting the qualifications and evaluating the qualifications of prospective bidders through a competitive qualifications process to be set forth in the Supplementary General Conditions. Any appeals of the Design Professional's decision as to pre-qualification of any prospective bidder shall be referred to the Owner.

2.1.8.3 Reproduction of Documents. The Design Professional shall arrange reproduction of Bidding Documents for distribution to prospective bidders, as required.

2.1.8.4 Competitive Bidding.

2.1.8.4.1 Distribution of Documents. The Design Professional shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Design Professional shall maintain a log of distribution and retrieval and the amounts of deposits, if any, received from and returned to prospective bidders.

2.1.8.4.2 Substitutions and Addenda. The Design Professional shall receive and review requests for substitution during the bidding period in strict accordance with Paragraph 9 of the Instructions to Bidders and the provisions of the General Conditions. The Design Professional shall prepare such necessary addenda and issue such addenda in sufficient time prior to the bid date to all holders of record of the Bidding Documents, or with approval of the Owner, extend the bid date. All changes in documents should be marked, circled, or designated by other means to make the change clearly recognizable.

2.1.8.4.3 Pre-bid Conference. If so directed by the Owner, the Design Professional shall conduct a pre-bid conference at the location designated by the Owner. At the conference, the Design Professional shall record and address questions from participating Contractors. The Design Professional shall respond by addenda to questions from participating Contractors. The Design Professional shall invite response to, revise with approval of the Owner, and confirm any unit costs called for in the Supplementary General Conditions. The Design Professional shall invite response to, revise with the approval of the Owner, and confirm the following items:

- (a) The Contract Time;
- (b) The daily rate for Liquidated Damages;
- (c) The daily rate for Time Dependent Overhead Costs;
- (d) Any Unit Prices to be added to the Bidding Documents by addenda; and
- (e) Any other units or percentages required to be set by the Bidding Documents.

2.1.8.4.4 Responses to Questions. The Design Professional shall, as outlined and illustrated in Subparagraph 2.1.8.4.2 above, issue clarifications and addenda in writing to all holders of record of the Bidding Documents.

2.1.8.5 Receiving and Opening of Bids. The Design Professional shall assist the Owner in the receiving and opening of bids at the time and place designated by the Owner. The Design Professional shall record the bids, validate the bids, and certify to the Owner that the bid tabulation is correct.

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PART 2 – CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

2.2.1 – General Administration.

2.2.1.1 Overall Administration. This function covers the overall Project administrative duties performed by the Design Professional during the construction phase and includes the use of the Design Professional's powers to require that the Contractor comply with the Contract Documents. It includes all duties that constitute the Design Professional's administration of the Construction Contract. The Design Professional acknowledges that all definitions and terms of trade usage set forth in the General Conditions of the Construction Contract, Exhibit E, are incorporated into this Contract by reference. The Contractor, however, shall be solely responsible for safety as well as the means and methods of construction. The Construction Contract Administration Services described in this Part are to be distinguished from the continuous services of the Contractor and the services of a third party construction inspector or quality control specialist.

2.2.1.2 Duration. The Construction Contract Administration Services phase begins with the award of the Construction Contract and is concerned with both "office" and "field" professional services required to direct the Construction Contract Administration. The Construction Contract Administration services of the Design Professional shall commence upon receipt of a letter from the Owner requesting the Design Professional to proceed and shall continue until completion of the Project.

2.2.1.3 Site Visits. During the Construction Contract Administration Services phase, the Design Professional and its professional consultants shall make Site Visits to the Project Site to discharge their professional obligations as stipulated in the Contract, Paragraph 5 – Site Visits. The Design Professional shall submit for review and approval of the Owner a schedule of anticipated Site Visits for each design discipline, compatible with the approved construction schedule. Additional Site Visits shall be treated as Additional Services, except that additional Site Visits caused by any error or omission of the Design Professional shall be part of Basic Services and shall not be an Additional Service.

2.2.1.4 Accessibility. The Design Professional shall designate a readily accessible representative (either on Site or by computer, phone, fax, or otherwise) who shall have authority promptly to render decisions and to furnish information required of the Design Professional.

2.2.2 Basic Office Services. The basic office services performed during the construction phase include:

- Administering the Construction Contract;
- Keeping accounts of construction funds;
- Requiring receipts from all known Subcontractors and all known suppliers (1) if Design Professional has evidence of delinquency on the part of the Contractor in making payments or (2) if he is requested to do so by the Owner;
- Recommending withholding payments to the Contractor, as appropriate;
- Issuing certificates of payments;
- Reviewing and commenting on shop drawings and submittals for conformance with design intent;
- Making revisions, corrections, or clarifications to the Contract Documents by Bulletins and Change Orders;
- Maintaining correspondence and records;
- Performing associated clerical services;
- Reviewing / evaluating and processing of Change Order requests and claims;
- Issuing Change Orders as described in the General Conditions for changes in the work. (No changes in the Contract Documents shall be made except with the prior written consent of the Owner.);
- Responding to all RFI's (Requests For Information);
- Executing all other duties required of the Design Professional in the General Conditions;
- Assembling certificates, manuals, and guarantees as provided in the Contract Documents; and
- Recommending acceptance of the completed Project.

2.2.3 Basic Field Services. The professional services performed during the field component comprise on-site observation, evaluation, and documentation by the Design Professional and its consultants to guard against nonconformity of the work with the Contract Documents. In addition, the Design Professional shall observe and document appropriately any compliance concerns with agreed construction schedules, the superintendence of the work, and the qualifications of skilled workers.

2.2.3.1 Observations, Evaluations, and Documentation. A principal of the Design Professional's firm and/or each consultant's firm, or a qualified employee of each firm approved by the Owner shall perform observations, evaluations, and documentation. The Design Professional shall not knowingly certify Work for payment that has been improperly installed. The Design Professional shall engage registered professional consultants licensed in the State of Georgia to make periodic observations and evaluations, and a final observation and evaluation of the work, as well as to assist it in administration of the Construction Contract. The Design Professional shall not accept, authorize the covering of, or certify for payment Work in a field or trade in which the Design Professional is not skilled and competent, except upon the personal advice and written approval of said consultants. The Design Professional shall arrange, as a part of its services, for registered professional consultants responsible to the Design Professional to make periodic observations and evaluations and to advise the Owner in writing from time to time and as the work progresses, as to the concurrence on the part of the consultants in (i) the accepting, (ii) the consenting to the covering of, and (iii) the certifying for payment of Work in their fields of practice. The Design Professional is fully responsible for any Work designed, approved, certified, or accepted by its consultants the same as if the said Work were designed, approved, certified, or accepted by the Design Professional. A written report shall be submitted monthly to the Owner apprising it of the progress and condition of the Work.

2.2.3.2 Construction Progress Meetings. The Design Professional shall attend Construction Progress Meetings periodically held by the Contractor at the Site on a schedule determined by the Contractor. The Design Professional shall review the minutes of the meeting and provide his written comments to the minutes to the Owner and Contractor within seven calendar days after receipt of the meeting minutes.

2.2.3.3 Contracts with Consultants. Upon demand of the Owner, the Design Professional shall furnish the Owner a copy of each Contract between the Design Professional and its consultants; such Contracts must indicate (i) completely, definitely and clearly the Construction Contract Administration Services to be performed by the consultants, and (ii) bind the consultant to the terms of this Contract that apply to the services of the consultants.

2.2.3.4 Owner's Quality Control Inspector. When desired by the Owner, a quality control inspector may be engaged by the Owner, or upon direction of the Owner, by the Design Professional for and on behalf of the Owner, and paid or reimbursed by the Owner. The person or firm shall be one to whom the Design Professional has no reasonable objection.

2.2.4 Monitoring Contractor Performance. The responsibility of the Design Professional for enforcing the performance of the Construction Contract is not affected in any respect by the presence of a Contract Compliance Specialist at the Site or by inspections by other employees or Contractors of the Owner. The Design Professional agrees that its responsibility for approving, accepting, consenting to the covering of, and certifying Work for payment is not shared with employees or other Contractors of the Owner. If a Contract Compliance Specialist or quality control inspector has been assigned to the Project, the Design Professional shall direct same to enter into the Project Diary the date on which the Design Professional approves or consents to covering of given Work together with precise identification of the Work.

2.2.5 Responding to the Contractor.

2.2.5.1 Requests for Information (RFI). The Design Professional shall review and respond to RFI's with reasonable promptness but not more than five business days from receipt of any RFI. The Design Professional shall prepare any responses to reasonable requests from the Contractor for additional information about the Contract Documents. The Design Professional shall prescribe the format for such requests and shall instruct and assist the Contractor in adhering to this format.

2.2.5.2 Supplemental Drawings. The Design Professional shall prepare all supplemental drawings to the Contract Documents as required for the successful completion of the Project or as requested by the Owner. The Design Professional agrees that it will not issue any supplemental drawings for omissions from, additions to, or changes in the Contract Documents until approved in writing by the Owner.

2.2.5.3 The Design Professional as Interpreter. The Design Professional shall act as the initial interpreter of the Contract Documents and shall make decisions within fourteen calendar days after proper presentation of an issue, claim, or complaint by either party to the Construction Contract. 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 or detail or drawing that has been violated, indicating the deviation from the design. The Design Professional will include suitable specifications and/or drawings indicating the design to be used in executing the correction or remedy of non-complying work in its decision.

2.2.5.4 Impartial Decisions. The Design Professional is the interpreter of the conditions of the Construction Contract and the judge of its performance, in the first instance. The Design Professional shall side neither with the Owner nor with the Contractor, but shall use its powers to enforce its performance by both.

2.2.5.5 Aesthetic Effect. The Design Professional's decisions in matters relating to aesthetic effect shall be final if the decision is within the terms of the Contract Documents.

2.2.6 Evaluations of the Work.

2.2.6.1 Site Visits. The Design Professional shall see that it and its consultants make field observations and evaluations as called for in this Contract and during the critical phases of construction. To the extent practicable for visits not on the schedule established under Paragraph 2.2.1.3 above, the Design Professional shall provide advance notice to the Owner and Using Agency of its Site Visits and by its consultants. The services of the Design Professional's field representative, if any, shall not be utilized for checking shop drawings unless the field representative is a design professional of the firm or has a specific approval of the Owner. The Design Professional shall maintain a log of all its visits and its consultant's visits to the Site. The Design Professional shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Work, and shall not be responsible for a Contractor's failure to carry out the work in accordance with the Contract Documents. However, where such deficiencies are observed or where the Design Professional observes the Contractor failing to execute the Work in accordance with the Contract Documents, the Design Professional shall promptly notify the Contractor in writing of all such deficiencies and shall issue such notices of Non-Compliant Work that the Design Professional deems appropriate, including, when necessary, issuing a stop work order over such part of the Work as is necessary and expedient. The Design Professional shall inform the Owner promptly of all such actions, and provide copies of all notices and other back up documentation.

2.2.6.2 Deviations from the Contract Documents. The Design Professional shall report deviations from the Contract Documents and the Overall Project Schedule to the Owner and the Contractor through site observations and evaluations appropriate to the stage of completion of the work or as otherwise agreed to by the Owner. The Design Professional shall issue Notices of Non-Compliant Work for nonconforming work in accordance with the General Conditions. 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 Contractor, Subcontractors or their agents or employees.

2.2.6.3 Access to the Work. The Design Professional and its representatives shall have access to the Work at all times while it is in progress, and shall comply with all jobsite safety rules.

2.2.6.4 Owner Communications. Both the Design Professional and the Owner agree that most communications on the Project should be through the Design Professional in order to keep the Design Professional informed of the status of the Project. The Owner agrees that communications concerning matters relating to the Contract Documents with the Design Professional's consultants will be through the Design Professional. The Owner shall endeavor to keep the Design Professional informed of all communications between the Owner and the Contractor and vice versa.

2.2.6.5 Rejection of Work. Using the Notice of Non-Conforming Work procedures outlined in the General Conditions, the Design Professional shall reject work that does not comply with the requirements of the Contract Documents or that does not comply with the applicable laws and codes. The Design Professional shall have authority to order testing of the Work, as is provided in the Contract Documents or as otherwise required in its judgment, whether such work is fabricated, installed, or completed.

2.2.7 Certification of Payments to the Contractor.

2.2.7.1 Issuance of Certification. Based on Project Site observation, the Design Professional shall review the Contractor's Application for Payment and determine the amount owed to the Contractor and shall certify to the Owner the 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, that the quality of Work is in accordance with the Contract Documents, and that the 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 Contractor, he shall state the reasons therefore, in its certification, and shall provide written notice to the Contractor of the same. When requested by the Owner, the Design Professional shall require lien waivers prior to approving the Contractor's Application for Payment.

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

2.2.7.3 Accounting Format. Applications for Payment (sometimes referred to as "Periodical Estimates") shall comply with the General Conditions.

2.2.7.4 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 as Exhibit I, and provide a copy to the Contractor.

2.2.8 Submittals.

2.2.8.1 The Design Professional's Review. Within fourteen calendar days from receipt, the Design Professional shall review and give comment or approval regarding the submittal schedule as detailed in Paragraph 2.2.3.1 of the Contractor's General Conditions. The Contract Documents shall specify when shop drawings or submittals require the seal of a specialty consultant. The Design Professional shall then review, approve, or take other appropriate action with respect to shop drawings, samples, or other submissions of the Contractor, including, but not limited to, confirming conformance with the design concept of the Project and with the Contract Documents. The Design Professional shall respond to the Contractor and return said items to the Contractor within fourteen calendar days from receipt, provided that the Contractor submits the submittals in accordance with the required submittal schedule. In establishing the Submittal Schedule, the Contractor shall be instructed to take into account large submittal documents that will require longer review times, e.g., submittals with over fifty sheets of drawings.

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

2.2.8.3 Re-submittals. The Design Professional shall be responsible for an initial submittal review and one re-submittal review. Where the re-submittal is not accepted due to noncompliance with the specifications, the Contractor shall be responsible for payment of the additional time required by the Design Professional to complete the submittal review.

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

2.2.9 Changes in the Work.

2.2.9.1 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, utilizing the forms provided in the General Conditions of the Construction Contract. If the Change Order is Owner-directed, the Design Professional shall coordinate the preparation of the Change Order with the Contractor and Program Manager, if engaged.

2.2.9.2 Determination of Cost. The Design Professional shall review the Contractor's proposed cost of the work, time to complete, effect upon the Overall Progress Schedule, and effect upon time dependent costs, and provide appropriate comments within fourteen calendar days concerning such proposed costs and expenses.

2.2.9.3 Approval of the Owner. The Design Professional shall order no changes in the Work without the approval of the Owner.

2.2.9.4 Accounting Format. Cost breakdowns for Change Orders shall comply with the General Conditions.

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

2.2.10 Project Completion.

2.2.10.1 Material Completion. Material Completion is specifically defined in the General Conditions and all references to substantial completion or the concept of substantial completion are deleted and of no force and effect in the Contract Documents. The Design Professional shall cooperate with the Contractor in preparing for and implementing the Inspection for Material Completion, and shall conduct inspections and evaluations to document Material Completion within ten business days from notice of request. Upon successful completion of the Inspection for Material Completion

as specified in the General Conditions, the Design Professional shall issue a Certificate of Material Completion. The Certificate of Material Completion shall include the Final Punch List that shall specify each item that constitutes either a Minor Item or Permitted Incomplete Work, as defined in the General Conditions, and shall additionally specify a value for each. It is the responsibility of the Design Professional to have its representative and representatives of its major consultants present for the inspection and evaluation for Material Completion. Otherwise, the inspection and evaluation will be canceled and rescheduled at the Design Professional's expense. The Design Professional who executes the Certificate of Material Completion must be the person who has executed the Design Professional's Contract or its successor.

2.2.10.2 Payment for Material Completion. Upon receipt of the Certificate of Material Completion, the Contractor may make Application for Payment for Material Completion (which includes retainage) with supporting documentation as required in the General Conditions. Before certifying such payment, the Design Professional shall withhold from the amount certified 200 percent of the value of each Minor Item or Permitted Incomplete Work and shall require the Contractor to provide the Statutory Affidavit, the Non-Influence Affidavit, and supporting documentation called for in the General Conditions. If the Contractor has shown any exceptions on the Statutory Affidavit, the Design Professional shall also make appropriate deductions to the Certificate of Payment.

2.2.10.3 Final Observation and Evaluation. Upon receipt of the request for Inspection for Final Completion, the Design Professional shall conduct and document its inspections and evaluations to determine Final Completion in accordance with the General Conditions. The Design Professional shall confirm that the Final Punch List and all Minor Items and Permitted Incomplete Work are successfully accomplished. Upon successful completion of such inspection, 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. The Design Professional then shall issue to the Owner and to the Contractor a Certificate of Final Completion. The Design Professional who executes the Certificate of Final Completion must be the person who has executed the Design Professional's Contract or its successor.

2.2.10.4 Final Payment. Upon request from the Contractor, Design Professional will make inspections as required to determine that Minor Items and Permitted Incomplete Work have been completed in accordance with the terms of the Construction Contract and upon achieving Final Completion, shall certify Final Payment for the funds withheld at Material Completion.

2.2.10.5 Effect of Certificates. Neither the issuance of any certificate as to any pay request, achievement of Material Completion or Final Completion, or certification of any payment by the Design Professional, nor any other provision in the Contract Documents, shall relieve the Contractor of the responsibility for faulty materials or faulty workmanship.

2.2.11 Record Drawings and Final Documents.

2.2.11.1 Record Drawings and Final Documents. The Design Professional shall, upon final completion of the Project, revise the Bidding Documents based upon documents incorporated by Change Orders, additional sketches, field changes, answered RFI's issued by the Design Professional, and marked-up documents provided by the Contractor to show the Project "as built." The Design Professional shall furnish and deliver the Record Drawings to the Owner after the entire work is completed and not later than sixty calendar days after execution of its Certificate of Final Completion. Record Drawings and Final Documents shall reflect all changes caused by addenda, field changes, Change Orders, or observed changes by the Design Professional, the Contractor, or Subcontractors. The Design Professional shall furnish the Owner, at no additional cost, three 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, Autodesk DWF format, or other electronic media approved by the Owner.

Based upon additional information provided by the 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 in the building during its 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.

2.2.11.2 Operating Instructions. The Design Professional shall assemble and forward to the Owner all equipment and systems operation and maintenance manuals provided by the Contractor in compliance with the Specifications.

2.2.11.3 Capital Cost Accounting. Pursuant to the General Conditions, the Contractor shall provide a Final Certificate of Costs for Capital Asset Accounting to enable the Owner and Using Agency to reflect the Project accurately as a capital asset in accordance with generally accepted government accounting principles (GASB-34). The Design Professional, using its final Statement of Probable Construction Cost (Exhibit F) and the guides to useful life of capital assets contained in Exhibit L, shall complete the certification on the Contractor's Certificate (the format for the Certificate is included in Exhibit L). Should there be a disagreement with the categorization of any cost between the Contractor and the Design Professional, both should consult with the Owner. The director of the Construction Division of GSFIC, consistent with established State accounting policies, shall make the final decision and adjust the Certificate accordingly.

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SECTION 3 – ADDITIONAL SERVICES

PART 1 – ADDITIONAL DESIGN SERVICES

3.1.1 General. Supplemental to those services described under Basic Design Services and Basic Contract Administration Services, the Design Professional and its consultants may be called upon to provide certain Additional Design Services and Construction Contract Administration Services during the course of the Project. For the purposes of this Contract, a list of sample Additional Design Services and Construction 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 Construction Contract Administration Services for which compensation can be projected and agreed upon in advance. The parties agree that other Additional Design Services and Construction 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 Design Services or Construction Contract Administration Services; provided, however, that if such compensation cannot be agreed, the Additional Design Services or Construction Contract Administration 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. All Additional Services shall be authorized in writing by the Owner.

3.1.2 Typical Additional Design Services.

3.1.2.1 Building Commissioning.

(a) *GSFIC Recommended Guidelines for Building Commissioning.* The Commissioning Provider shall be procured pursuant to the GSFIC Recommended Guidelines for 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.

(b) *Building Commissioning Support and Coordination Services.* 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 Owner may request the Design Professional to integrate the Project into a master plan for a campus or facility. While master planning is ordinarily 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 Owner may request the Design Professional to provide, or secure through a landscape architect, landscape and irrigation planning for the Project and adjacent lands for a campus or facility.

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

3.1.2.6 Color Rendering of Project. To facilitate visualization and perceptions of the Project, if applicable, a model or video may be added or substituted.

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 agreed to by the parties 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 by agreement of the parties 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 Construction Contract Administration Services, the Design Professional and its consultants may be called upon to provide certain Additional Construction Contract Administration Services during the course of the Project. For the purposes of this Contract, a list of sample Additional Design Services and Construction 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 Construction Contract Administration Services for which compensation can be projected and agreed upon in advance. The parties agree that Additional Construction 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 Construction 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. All Additional Construction Contract Administration Services shall be authorized in writing by the Owner.

3.2.2 Typical Additional Construction Contract Administration Services.

3.2.2.1 Program Management Services. The Owner may request the Design Professional to provide Program Management Services, in which case the Design Professional is sometimes called the “Managing Architect.” 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 Full Time Inspection Coordination Services. The Owner may procure full time inspection services through a third-party consultant. If so, the Design Professional shall, upon request of the Owner, provide coordination and support services to the inspectors. 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.

3.2.2.3 Facility Operations and Training Services. The Design Professional, upon request of the Owner, shall coordinate with the 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 Construction Contract Administration Services.

3.2.3.1 Additional Scopes of Service. The scopes of service for Additional Construction Contract Administration Services without samples on Exhibit A should be drafted and agreed to by the parties and attached as 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.

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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 a LUMP SUM FEE 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 (Schematic Design, Design Development, Construction Documents, Bidding Phases Services) and the design of all Change Orders during the Construction phase that are not a result of a Change of Scope. Compensation for services related to Change Orders that result from a Change of Scope shall be in accordance with Contract Paragraph 4e. If the Owner does not elect to procure construction services, then there shall be no payment for construction procurement services.

4.1.1.2 Compensation for Basic Construction Contract Administration Services. If the Owner elects to require the Design Professional to provide Basic Construction Contract Administration Services, the Owner agrees to pay the Design Professional an additional LUMP SUM FEE specified in the Contract for such services rendered, hereinafter known and referred to as the "Basic Construction Contract Administration Services Fee."

4.1.1.2.1 Basic Construction Contract Administration Services Fee. The Basic Construction Administration Services Fee shall include all Basic Construction Contract Administration Services, whether consisting of professional or non-professional services including, without limitation, the Administration of Change Orders. Compensation for services related to Change Orders that result from a Change of Scope shall be in accordance with Paragraph 4e of this Contract. The Basic Construction Contract Administration Services of the Design Professional shall commence upon receipt of a letter from the Owner requesting the Design Professional to administer the Construction Contract and shall continue until completion of the Project.

4.1.1.2.2 Extended Additional Contract Administration Services. If the completion of the Project is delayed by more than sixty calendar days past the established Contract time as amended by extensions of time, the Design Professional and its consultants shall be paid for any necessary Extended Additional Construction Contract Administration Services, *provided* that the facts indicate that the delay is not the result of the delinquency of the Design Professional. If the Owner and the Design Professional cannot agree upon an appropriate lump sum fee, then compensation shall be based upon 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, *provided* that services rendered as a part of any remaining authorized Additional Site Visits shall be compensated as set forth on Exhibit A and not included within the compensation for such Extended Additional Construction Contract Administration 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, using 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 and listed in Exhibit B, plus reimbursable expenses pursuant to Article 4.1.3 below, with a limitation as to maximum amount specified.

4.1.2.2 Annual Adjustment of Additional Services Hourly Rates. Each year on the anniversary date of the execution of this Contract, the Design Professional shall be allowed to submit a request for an adjustment of its hourly rates and its consultant's hourly rates for Additional Services as shown on Exhibit B, supported by appropriate cost indices, for approval by the Owner. The Owner is not obligated to adjust hourly rates that are not, in the Owner's reasonable discretion, required or adequately supported.

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 stipulated in the Contract, Paragraph 5 – Site Visits) shall be reimbursed at the unit prices established on Exhibit A, in compliance with Paragraph 2.2.1.3.

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 set for state employees.

4.1.3.2 Reproduction of Documents. In addition to the Design Professional's Basic Services fee as hereinbefore 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), for Owner and Using Agency review, reviews by authorities having jurisdiction, and for the twenty-five copies to be provided to the Contractor pursuant to Paragraph 2.1.2.8. For Bidding Documents, net fees collected from prospective bidders shall be applied to adjust any reimbursable amounts.

4.1.3.3 Advertisements. In addition to the Design Professional's fee herein established, the Design Professional shall be reimbursed at cost for advertisements for bid, if any. This reimbursement shall be requested on the same document as reimbursement for printing of drawings and project manuals. The Design Professional shall provide the Owner with a copy of the billings for the advertisements for bid. Advertisements for bid shall appear in at least three locations, including the State Procurement Registry and local county organ (newspaper).

4.1.3.4 Other Direct Expenses. Other such Project direct expenses shall be reimbursed as are approved in advance in writing by the Owner.

4.1.3.5 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 calendar days after the Owner delivers a written request for accounting records to the Design Professional. Such records shall remain available to the Owner for eight years after material completion of Project.

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.

(a)	Schematic Design Phase	(20%)
(b)	Design Development Phase	(25%)
(c)	Construction/Bidding Documents Phase	(50%)
(d)	Construction Procurement Phase	(5%)

4.1.4.1.1 Partial Payments. Partial payments for (a), (b) and (c) 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 for that phase shown above.

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 Basic Construction Contract Administration Services Fee Payments. Payments to the Design Professional on account of the Basic Construction Contract Administration Services Fee shall be made as follows:

4.1.4.2.1 Monthly. Payment may be made on a monthly basis during the execution of the Work by the Contractor and in equal proportions to the amount of Work certified for payment by the Design Professional on the Application for Payment, which may be adjusted to account for design activities such as reviews of submittals, until such monthly payments equal 95% of the Basic Construction Contract Administration Services Fee.

4.1.4.2.2 Payment at Material Completion. When the Certificate for Material Completion has been executed by the Design Professional pursuant to the Section 6, Part 5, of the General Conditions, partial payment shall be made in a sum sufficient to increase payment to 95 percent of the Basic Construction Contract Administration Services Fee.

4.1.4.2.3 Final Payment. When the Certificate for Final Payment has been executed by the Design Professional pursuant to the Section 6, Part 5, of the General Conditions, and the Design Professional has completed all requirements of this Contract including the furnishing of Record Documents, final payment shall be made in a sum sufficient to increase payment to 100 percent of the Basic Construction Contract Administration Services Fee.

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

4.1.4.3.1 Lump Sum Additional Services. Payments shall be made monthly to be commensurate with the percentage of the completion of the services.

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

4.1.4.4 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.

4.1.4.5 Payment Due Dates and Interest. Should the Owner fail to pay a proper invoice within thirty calendar days of receipt, 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 percent per month on the unpaid balance as may be due.

4.1.4.6 Statement Requirements. Statement or invoices for the Design Professional fees before award of the Construction Contract must be accompanied by a current Statement of Probable Construction Cost.

4.1.4.7 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 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, to include participation in mediation with a neutral third party to assist in resolving the issues involved.

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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 except by Change Order.

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 effort or other 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 execution of the modifications and of the supplemental fee agreement, there shall be no liability upon the Owner for payment, and neither 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 Stated Cost Limitation. If the Stated Cost Limitation 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 SCL 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 calendar days after the occurrence of the event giving rise to the claim. The Owner might not honor claims made after twenty calendar days. If the Owner and the Design Professional cannot agree on the additional fee requested, the dispute will be resolved in accordance with Section 5.

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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 settle the dispute promptly, the senior executives of the Owner and the Design Professional, who shall have the authority to settle the dispute, shall meet within twenty-one calendar days after the dispute first arises. If the dispute is not settled within seven calendar days from the referral of the dispute to the senior executives, the Owner and the Design Professional may submit the dispute to mediation in accordance with Article 5.1.2.

5.1.2 Mediation. Any claim, dispute, or other matter in question arising out of or related to this Contract may be subject to mediation.

5.1.2.1 Requests for Mediation. The Owner and the Design Professional shall endeavor to resolve claims, disputes, and other matters in question between them by impartial mediation. Requests for mediation shall be filed in writing with the other party to this Contract.

5.1.2.2 Fees and Enforceability. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Atlanta, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.1.3 Arbitration. Arbitration is neither contemplated nor allowed under this Contract.

5.1.4 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.

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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 calendar days of presentation of a proper notice pursuant to Paragraph 4.1.4.5, then the Design Professional may, upon seven 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 Construction Contract Administration of the 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 its, then the Design Professional may, upon seven 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 Construction Contract Administration of the 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 Construction Contract Administration of the 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 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. 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 Construction Contract Administration of the 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 he 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 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 Construction Contract Administration of the 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.

5.2.2.4 Use of Documents After Termination. In the event that the Design Professional is terminated without cause or for convenience of the Owner and the Project continues, the Owner shall retain another qualified Design Professional to complete the Project and the Owner shall release the Design Professional from any and all damages that could have been avoided had the Design Professional continued performing its services and exercised the appropriate standard of care in the performance of its services.

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 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.

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PART 3 – MISCELLANEOUS PROVISIONS

5.3.1 Matters of Interpretation.

5.3.1.1 Using Agency. The Design Professional hereby acknowledges that the Owner shall require the agency that will make use of the Project to cooperate with the Design Professional during the progress of design, subject to the provisions of this Contract, and to provide the Owner with written recommendations for approval of the services of the Design Professional. In other documents related to this Project, the Using Agency may have been referred to as “Client Agency,” “Department,” “Institution,” or “Lessee.”

5.3.1.2 Masculine Gender. Throughout this document, both the Owner and the Design Professional are referred to in the masculine gender for the convenience of both parties. The use of the masculine gender is not intended to exclude, and does not exclude, Owners or Design Professionals of the feminine gender.

5.3.1.3 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.

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

5.3.1.5 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.

5.3.1.6 Project Name and Number. The Owner shall assign the Project name and number. The Design Professional shall use that identical and full name and number of the Project on all correspondence, Contract Documents, and invoices.

5.3.2 Matters of Law.

5.3.2.1 Drug-Free Workplace. The Design Professional acknowledges that he 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 he 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 he has not paid or agreed to pay any person, company, corporation, 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 Minority Participation. It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive Contracts for goods, services, and construction. In addition, the State encourages all companies to sub-contract portions of any State Contract to minority business enterprises. Design Professionals who utilize qualified minority Subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority Subcontractors. See O.C.G.A. §48-7-38.

5.3.2.4 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.

5.3.2.5 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 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 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.

5.3.2.6 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 Fulton County, State of Georgia, unless otherwise specifically agreed. 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.

5.3.2.7 Statute of Limitations / Statute of Repose. The Statute of Limitations or Statute of Repose on any cause of action by either party to this Contract shall commence to run on the date of the Design Professional's Certificate of Material Completion or upon a judicial determination of substantial completion of the Project.

5.3.2.8 Compliance with Executive Orders Concerning Ethics. The Design Professional warrants that it and its firm have complied in all respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees), and Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Design Professional certifies that any lobbyist employed or retained by the Design Professional or its firm has both registered and made the required disclosures required by the Executive Orders, as amended.

5.3.3 Other Contract Provisions.

5.3.3.1 Third-Party Beneficiary. The Design Professional acknowledges, stipulates, and agrees that the Owner is a public department, agency, or commission of the executive branch of government of the State of Georgia performing an essential public and governmental function by means of the Contract. The Design Professional acknowledges, stipulates, and agrees that the Using Agency is an express third-party beneficiary of this Contract. 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, the Using Agency, or 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 assign this Contract to another state agency, authority, or the Georgia State Finance and Investment Commission and agrees further that, upon notice in writing to the Design Professional of such assignment, the Design Professional is and shall be bound to the state agency, authority, or commission by all the terms and conditions hereof the same as if said Contract had originally been entered into with the state agency, authority or commission.

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 H or following 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 or Basic Construction Contract Administration Services Fee; (ii) a dollar amount for an agreed Additional Service not included in the Basic Design Services Fee or Basic Construction Contract Administration 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 Construction Contract Administration shall be incurred and a written amendment to this Contract should be put into place.

ADDITIONAL SERVICES.

DESIGN	CONTRACT ADMINISTRATION	DESCRIPTION
_____	_____	Feasibility Studies/Analysis
_____	_____	Value Analyses / Life Cycle Cost Analyses
_____	_____	Assistance with Grant and Funding Applications
_____	_____	Facility Programming
_____	_____	Master Planning
_____	_____	Soils Investigations/Reports/Geotechnical Services
_____	_____	Surveys-Topographic/Boundary/Vegetation Improvements/Utilities
_____	_____	Existing Facilities Analyses
_____	_____	Measured Drawings of Existing Facilities
_____	_____	Environmental Assessments
_____	_____	Storm Water Management Permitting
_____	_____	Environmental/Site Permitting
_____	_____	Food Service Consultation
_____	_____	Theater Consultation
_____	_____	Acoustical Consultation
_____	_____	Audio/Visual Consultation
_____	_____	Landscape and Irrigation Consultation
_____	_____	Interior Design/Furnishings/Plantscaping/Artscaping
_____	_____	Site Specific Seismic Studies
_____	_____	Comprehensive CPM Scheduling
_____	_____	Documents Prepared for Multiple Component Construction Packages
_____	_____	Documents Prepared for Separate Proposal Packages Requested by the Owner
_____	_____	Prequalification of Contractors/ Subcontractors
_____	_____	Computer Modeled Energy Analyses (other than required by Georgia Energy Code)

TYPICAL DESCRIPTIONS/SCOPES OF ADDITIONAL SERVICES

NOTE: The following scopes of service for typical Additional Design Services and Additional Construction 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 fit completely the circumstances of a specific project and such editing or new scopes of services should then be set forth on Exhibit L.

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 predesign 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 predesign 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, the following:

- 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 a guide to the final design of the Project.

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3. Landscape Planning and Design. The Design Professional shall develop landscape and irrigation designs 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, the following:

- 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 building(s).

4. 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.

5. 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 (Using Agency), and Design Professional'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. The Owner has also retained the Design Professional to be the Program Manager to perform Program Management services in respect to the design and construction of the Project. The designated person exercising the authority of the Program Manager is _____. To the extent, and only to the extent, authorized by the Owner in writing, the Program Manager shall act as the representative 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 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 Contractor shall not be applied in a manner that would limit, hinder or otherwise discourage free communication among the Using Agency, the Owner, the Design Professional, the Contractor and the Program Manager as to any problems affecting the Project and/or the development of solutions by the Design Professional, the Contractor or the Program Manager to such problems. It is further specifically understood that whenever possible the Program Manager shall encourage free communication and the development of creative solutions. The Design Professional shall give the Program Manager a copy of all notices, instructions, applications, requests, demands, or other communications given by the Design Professional to the Owner and/or to the Contractor at the same time that such communications are given by the Design Professional to the Owner and/or to the 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 Contract Documents available to the Using Agency, the Owner, the Program Manager, and to the Contractor and shall advise the Owner and the Program Manager when the Design Professional intends to approve shop drawings that deviate in detail from the Contract Documents approved by the Owner.

c. The Program Manager shall provide construction administration services to monitor and manage construction activities that will affect the Project's cost and schedule. Typical tasks and duties include the following:

- 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 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.
- Maintaining an "on-site" presence 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 building's Final Punch List, certification of all operating systems, and, if applicable, Building Commissioning, on behalf of the Owner. Typical tasks and duties include the following:
 - 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 Contractor's turnover of the building to the Owner.

2. Full Time Inspection Coordination and Support Services. The Design Professional shall provide coordination and support services to the Owner's independent construction inspectors, whether full or part time.

3. Facility Operations and Training Services. The Design Professional, upon request of the Owner, shall coordinate with the 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 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 guaranty period of the Construction Contract, the Design Professional shall work with a representative of the Owner in remedying defects that become apparent and shall make a guaranty-warranty observation and evaluation of the Project prior to expiration of the guaranty-warranty period and report observed discrepancies to the 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 or detail or drawing that 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 his 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.

c. Services after Guaranty-Warranty Period. For this service, beginning one year after execution of the final certificate, the Owner shall pay the Design Professional as set forth in this Exhibit, provided that the facts indicate that the complaint is not the result of delinquency of the Design Professional.

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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.

These hourly rates may be adjusted annually on the anniversary date of this Contract subject to the customary salary policies of the Design Team member firms and the approval of the Owner.

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EXHIBIT C – THE OWNER’S PREDESIGN STUDY OR PROGRAM

[See Attached]

EXHIBIT D – PRELIMINARY DESIGN AND CONSTRUCTION SCHEDULE

[See Attached]

EXHIBIT E – CONSTRUCTION CONTRACT GENERAL CONDITIONS

[See Attached]

EXHIBIT F – STATEMENT OF PROBABLE CONSTRUCTION COST FORMAT

INSTRUCTIONS:

1. All Statements of Probable Construction Cost shall be provided using 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. Statements of Probable Construction Cost shall be coordinated and consistent with project descriptions, plans, drawings, and specifications at the time the statement is prepared.

3. Statements of Probable Construction Cost shall be provided in a spreadsheet format. For each element in the Statement of Probable Construction Cost, 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 Construction Contract contains more than one building or type of work (e.g., new construction, renovation, addition, etc.), Statements of Probable Construction Cost shall be prepared and summarized for each.

6. For Concept Design Studies, the Statement of Probable Construction Cost should be prepared at Level 1 detail. For Schematic Design and Design Development phases, Statements of Probable Construction Cost should be at Level 2. For Construction Documents Statements of Probable Construction Cost 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.

CSI UNIFORMAT™ COST CLASSIFICATION

Level 1 Categories / Major Groups	Level 2 Classes / Group Elements	Level 3 Subclasses / Elements
A SUBSTRUCTURE	A10 Foundations	A1010 Standard Foundations A1020 Special Foundations A1030 Slab on Grade
	A20 Basement Construction	A2010 Basement Excavation A2020 Basement Walls
B SHELL	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
C INTERIORS	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
D SERVICES	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
E EQUIPMENT & FURNISHINGS	E10 Equipment	E1010 Commercial Equipment E1020 Institutional Equipment E1030 Vehicular Equipment E1090 Other Equipment
	E20 Furnishings	E2010 Fixed Furnishings E2020 Movable Furnishings
F SPECIAL CONSTRUCTION & DEMOLITION	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
G BUILDING SITWORK	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
	Z GENERAL	Z10 General Requirements
Z20 Contingencies		Z2010 Design Contingency Z2020 Escalation Contingency Z2030 Construction Contingency

- f. The time required for completion of construction is estimated to be _____ calendar days from the date of commencement of work.
6. Subsurface Investigations. The Design Professional certifies he 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, in which the Design Professional has been furnished with both the Stage One and the Stage Two Statements as prescribed in the Site Memorandum (see Exhibit G), according to which the Design Professional advises the Owner that the following quantity of rock will probably be encountered:

_____.

The Design Professional estimates that the cost of removing the above quantity of rock will be approximately \$_____.

The Design Professional further advises that this amount has been included in the Statement of Probable Construction Cost and that the Design Professional, if applicable, has included unit prices for removal in the Supplementary General Conditions to the Construction Contract. Accordingly, the Design Professional notifies the Owner of the following conditions below the surface of the ground that are at variance to the conditions indicated by the drawings and specifications or that may subsequently require adjustments in the Contract sum:

- a. Investigations as reported by registered geotechnical engineer indicate the existence of springs or ground water.
(YES) (NO)
- b. Investigations as reported by registered geotechnical engineer indicate the existence of unsatisfactory soil conditions for foundations.
(YES) (NO)
- c. Investigations as reported by registered geotechnical engineer indicate the existence of a filled area.
(YES) (NO)
- d. Investigations as reported by registered geotechnical engineer indicate the necessity of installing caissons.
(YES) (NO)
- e. Investigations as reported by registered geotechnical engineer indicate the necessity of obtaining additional fill materials.
(YES) (NO)
- f. Investigations as reported by registered geotechnical engineer indicate the necessity of requiring piles or other deep foundations.
(YES) (NO)
- g. Investigations as reported by registered geotechnical engineer indicate the existence of other conditions on a separate sheet.
(YES) (NO)

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

Witness my hand this _____ day of _____, 20_____.

Design Professional

Criteria for Calculations of Square Footages

Definition: The square footage of a building is the actual area enclosed within the outer surfaces of the outside or enclosing walls. The total square footage measured from the outside walls of the building at the ratios listed below should be computed.

Interpretation: The above definition requires the area of penthouses, vaults, pits, enclosed porches, and other enclosed appendages to be included as part of the square footage of the building. It does not include the area of light shafts open at the top or the area of outside steps, walks, or platforms.

Equalization of Areas: To reduce the square footage to a common denominator, it is necessary to establish a ratio for areas varying from open covered areas, areas with unusual ceiling heights or areas below ground level. The following ratios are established:

1. Areas to be figured at 1/2 actual area:
Open covered walkways or corridors, free standing or attached to buildings, unusual area under stadia.
2. Areas to be figured at actual area:
Classrooms, libraries, offices, laboratories, shops, toilet rooms, enclosed corridors, storage and service rooms, boiler rooms above grade, entrances and covered porches.
3. Areas to be figured at 1-1/2 actual area:
Cafeterias, assembly rooms, gymnasiums, and other spaces of high ceiling height, as well as boiler rooms, fuel rooms, and storage rooms below grade.

EXHIBIT G – SITE MEMORANDUM

NOTE: See also Reference 1, *The Process Guide*, for instructions and guidelines on completing the Site Memorandum.

1. SITE INVESTIGATIONS.

(a) Plat of Boundary-Line Survey. The Design Professional shall not undertake the preparation of plans and specifications until he has in its possession a plat of boundary-line survey furnished to him by the Using Agency or the Owner. In the design of the work, the Design Professional must take into consideration all easements, rights-of-way covenants that run with the land, and any U. S. Government "controls" that are referred to on the plat of boundary-line survey.

THE DESIGN PROFESSIONAL WILL DESIGN NO WORK EXTENDING BEYOND THE BOUNDARIES SHOWN ON THE PLAT OF BOUNDARY-LINE SURVEY WITHOUT WRITTEN CONSENT OF THE OWNER IN ADVANCE.

(b) Plat of Survey of Site Conditions. The Design Professional shall obtain a complete and accurate survey of site conditions. Said survey must give the grades and lines of streets, pavements, and adjoining properties, contours of the Site, and full information as to sewer, water, gas, electrical service, telephone service, and any other utilities. The survey may include existing vegetation at the option of the Using Agency. The Design Professional must not rely upon as-built documents of existing structures for fulfillment of its contractual obligations to obtain the plat of survey of site conditions.

The plat of survey of site conditions shall be dated and must bear the signature, seal, and registration number of the person who made the survey. In addition, a certificate exactly in the following words must appear on the plat of survey of site conditions:

CERTIFICATE OF SURVEYOR
PLAT OF SURVEY OF SITE CONDITIONS

I certify that this plat is correct, that it gives a true representation of the conditions of the property, that all building improvements and objects are shown to scale at actual locations on the property, and that it gives a complete delineation of the grades and the lines of streets, pavements, and adjoining properties, contours of the site, and full information as to sewer, water, gas, electrical service, telephone lines, and other utilities. I certify further that I have examined maps filed pursuant to Ga. Laws 1969, pp. 50, et. seq., as amended, and that all gas lines shown on the site or on adjoining property within one thousand feet outside the boundary of the site as of the date of my examination, [insert date], are delineated on the aforesaid plat. I certify further that all electric power lines carrying in excess of 750 volts and located on the site or within 300 feet outside the boundary of the site as of the date of this certificate are delineated on the aforesaid plat.

In the event that any grading or site work is proposed to be done by any party or agency other than the Contractor who will construct the Project, the work must have been completed prior to obtaining (1) the Plat of Survey of Building Site Conditions and (2) the report of subsurface investigations. This is because it is indispensable that the Bidding Documents show topography and all other site conditions in strict conformity to the physical state of the site and any existing work at the time bidders will submit their proposals.

(c) Report on Subsurface Conditions. A report on subsurface investigations shall be obtained for all sites unless the work is limited to remodeling of, or construction of betterments to, the interior of an existing structure. The Design Professional must coordinate the work of the structural engineer and the geotechnical engineer, as well as any testing laboratory pertaining to the scope of the investigations that these experts recommend in order to complete these documents. The geotechnical engineer should prepare the report on subsurface conditions. In general, the report should cover a test boring program, seismic exploration (if appropriate), a laboratory testing program, and electrical resistivity testing. After the initial results of the subsurface report (Stage One Statement) are complete, the structural engineer should complete the preliminary design of the foundations and subsurface structures. This design should be provided to the geotechnical engineer, who shall then conduct such additional subsurface investigations as the

geotechnical engineer shall deem appropriate. Upon completion of the Stage One Statement, the structural engineer shall make such changes to the structural design as the structural engineer deems appropriate, subject to the approval of the Design Professional.

2. **INCLUSION OF SUBSURFACE DATA IN BID PACKAGES.** When the Design Professional is on notice regarding unsuitable fill or rock, the Design Professional should give immediate notice in writing to the Using Agency and Owner. The Design Professional should include as a separate line item in its Statement of Probable Construction Cost the cost to remove and replace the fill or rock, and should make provisions in the Contract for the Contractor to include in its Bid an amount to remove the estimated quantities. The unit prices established should be based upon the Design Professional's experience in the area and verified by communicating with local contractors. The Design Professional should also compute, to the best of its professional abilities and judgment, the amount of unsuitable conditions probable to be found, and obtain from the geotechnical engineer the following opinion:

Based upon an analysis of test borings made at the site in a reasonable number to permit the forming of a judgment and resolving doubtful signs of rock in favor of the assumption that all signs of rock represent actual conditions, it is (my) (our) opinion and best judgment that the following quantity of rock will be encountered: [amount to be inserted by registered geotechnical engineer].

The Design Professional must include language in the Supplementary General Conditions putting the bidder on notice of the existence of such unsuitable conditions. The following is sample language that should normally be used when the Design Professional has knowledge of unsuitable subsurface conditions:

UNSUITABLE FILL

Bidders are to include in the Bid the cost of excavating _____ cubic yards of unsuitable fill material. Payment will be made for all unsuitable fill material in excess of _____ cubic yards at the net unit price of _____ per cubic yard, which includes all overhead and profit. In the event that it is necessary to excavate less than _____ cubic yards of unsuitable fill material, the Owner will take a credit of _____ per cubic yard. The unit price of _____ per cubic yard shall include the excavation, haul off, and disposal of all unsuitable fill material. The Design Professional shall be responsible for calculating the amount of all unsuitable fill material removed. Measurement of unsuitable fill material shall be calculated on the basis of in-place compacted fill material and not expanded hauled fill material.

Bidders are to include in the Bid the cost of importing _____ cubic yards of additional fill material to the site. Payment will be made for all fill material in excess of _____ cubic yards at the net unit price of _____ per cubic yard, which includes all overhead and profit. In the event it is necessary to haul in less than _____ cubic yards of fill material, the Owner will take a credit of _____ per cubic yard. The unit price of _____ per cubic yard shall include the haul in, placement, and compaction of fill material in accordance with the project specifications for fill material. The Design Professional shall be responsible for calculating the amount of all fill material brought to the site. Measurement of cubic yards of fill material or excavation shall be calculated using compacted in-place fill material and not expanded hauled fill material.

The following is sample language for rock:

ROCK

Bidders are to include in the Bid the cost of excavating _____ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock. Payment will be made for all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock in excess of _____ cubic yards at the net unit price of _____ per cubic yard, which includes all overhead and profit. In the event it is necessary to excavate less than _____ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, the Owner will take a credit of _____ per cubic yard. The unit price of _____ per cubic yard shall include the excavation, haul off, and disposal of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, as indicated in the Contract Documents, and replacement with earth as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications and compacted as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications. The Design Professional shall be responsible for calculating the amount of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock removed. Measurement of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock shall be calculated on the basis of in-place compacted material and not expanded hauled material. The Contractor agrees to be bound by the Design Professional's determination of the quantity of all rock removed.

3. STAGE ONE AND STAGE TWO STATEMENTS.

(a) Stage One Statement of Geotechnical Engineer:

I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site and, based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) surveys, and (iv) electrical resistivity tests made as I deemed necessary in my professional judgment to be suitable or advisable to the end that all subsurface conditions that might necessitate redesign or Change Orders during construction if not taken into consideration in the design of the work or provided for in the Bidding Documents, I find that:

- (1) *The following quantity of rock will be encountered: _____;*
- (2) *Unsuitable soil conditions for foundations will (not) be encountered;*
- (3) *Springs or ground water will (not) be encountered;*
- (4) *Fill areas will (not) be encountered and additional fill material will (not) be required;*
- (5) *Deep foundations may (not) be necessary and the type of foundation recommended is _____;*
- (6) *That there is (not) suitable material elsewhere on the site to be cut and filled to remedy unsuitable subsurface conditions; and*
- (7) *There are other unsatisfactory site conditions as follows: [None or list].*

(b) Stage Two Statement of Geotechnical Engineer: After the foundation design, including the fixed locations of trenches, ditches, caissons, etc, has been completed and provided to the geotechnical engineer, the geotechnical engineer should complete such further tests and analysis and reporting as he deems necessary and shall furnish the following statement:

I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site, and have been furnished with the architectural and engineering site plan dated _____, a plumbing site plan dated _____, an electrical site plan dated _____, and a transmittal letter dated _____ informing me that the aforesaid plans (a) encompass and (b) delineate the final fixed locations of all areas in which (1) trenches, (2) ditches, (3) excavations, (4) foundations, (5) elevator shafts, and (6) water wells and drainage structures will be dug, excavated, or drilled to receive new utilities or new work for the project. I hereby confirm that I have made such further subsurface analyses as are necessary in my professional judgment and have supplemented and revised my Stage One certification based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) geotechnical surveys, (iv) electrical resistivity imaging, profiling, and sounding, (v) ground penetrating radar, (vi) seismic refraction and reflection testing, etc., made as I deemed necessary in my professional judgment to be suitable or advisable. I find that all subsurface conditions have been investigated that might necessitate redesign or change order during construction (a) if not taken into consideration in the original design of the work and (b) if not provided for in the original bidding documents.

4. SITE MEMORANDUM. The Site Memorandum of the Design Professional should include the information developed above in a single document reporting the following:

- (a) The Plat of Survey of Building Site Conditions and surveyor's certifications;
- (b) The Report of Subsurface Conditions;
- (c) The Stage One and Stage Two Statements and certifications of the Geotechnical Engineer
- (d) The applicable Supplementary General Conditions, including unit prices and estimated quantities;
- (e) A current Statement of Probable Construction Cost; and
- (f) The following certification:

I hereby certify, to the best of my professional skill, knowledge, information, and belief that the above plats, reports, Statements and certifications of consulting professionals are accurate, and that the unit prices and estimated quantities are my present opinion as to the costs probable to be incurred in the construction of the project pursuant to the design, drawings and specifications.

Design Professional Signature and Seal

EXHIBIT H – SUMMARY OF PROJECT DELIVERABLES

SUMMARY OF DESIGN PHASE DELIVERABLES.

- A Preliminary Design and Construction Schedule, including major milestones (prepared jointly with the Owner and attached as Exhibit D) (Paragraph 1.1.1.4);
- Notice of changes to key personnel and consultants (Paragraphs 1.1.2.4.2 and 1.1.2.6.4);
- Proposed consultants (Paragraph 1.1.2.7);
- Insurance certificates (Subparagraph 1.1.5.1.3);
- Supplementary General Conditions based on specimens provided by the Owner certificate (Subparagraph 1.1.6.2.11);
- Notice of Change in Business Form, including tax identification number, if appropriate (Paragraph 1.1.2.5);
- Non-approval of appropriate authorities (Paragraph 1.2.4.3);
- The Stage One and Stage Two Statement set forth in the Site Memorandum (Paragraph 1.2.4.11);
- Request for records falling under Georgia Open Records Act (Paragraph 1.2.5.2);

Impracticalities or inconsistencies in “The Process Guide

- Meetings Minutes (Paragraph 2.1.1.2);
- Notice(s) that the Probable Construction Cost of Project will potentially exceed the Construction Cost Limitation (to Owner and to the Using Agency) (Subparagraph 2.1.1.4.3);
- Twenty-five sets of completed Contract Documents (working drawings and Project Manual) and one set of reproducible background floor and reflected ceiling plan drawings including electronic copies (to the Contractor (Paragraph 2.1.2.8);
- Site related problems (Paragraph 2.1.3.1);
- Notice of the amount of money required to budget for the purpose of complying with the Site Memorandum and a current Budget Certificate (as a part of the next submittal) (Paragraph 2.1.3.3);
- A final sealed Site Plan to accomplish land disturbance and storm water management permitting (Paragraph 2.1.3.4);
- Additional information needed (Paragraph 2.1.3.5);
- Concept Design Studies and Statements of Probable Construction Cost (Paragraph 2.1.4.1);
- Schematic Design Documents (drawings and outline specifications) (Paragraph 2.1.4.2);
- A Basis of Design Document (Site Analysis, confirmation of the schedule, and a Schematic Design Statement of Probable Construction Cost) (Paragraph 2.1.4.2);
- A Site Analysis (in conjunction with the Site Memorandum) (Paragraph 2.1.4.3);
- An initial Statement of Probable Construction Cost (Paragraph 2.1.4.4, and Exhibit F);
- Schematic Design Documents presentation and approval, including an updated schedule (Paragraph 2.1.4.5);
- Design Development Documents (drawings and outline specifications) (Paragraph 2.1.5.1);
- Perspective illustrations, physical models, & 3-D computer models (as Additional Services, if required) (Paragraph 2.1.5.1);
- Design Development Documents presentation and approval, including an updated schedule and updated Statement of Probable Construction Cost (Paragraph 2.1.5.4);
- Changes between the Predesign Study (or Program) and the Construction Documents (Paragraph 2.1.6.4(c));
- An updated Design and Construction Schedule (Paragraph 2.1.5.4);
- Construction Documents (plot plan, working drawings, specifications, bidding information, General Conditions, and Supplementary General Conditions) (Paragraph 2.1.6.1);
- Construction Documents presentation and approval, including an updated schedule and a Final Statement of Probable Construction Cost (Subparagraph 2.1.1.4.1 and Paragraph 2.1.6.9);
- A list of proposed deductive alternates (Subparagraph 2.1.7.2.1);
- Two sets of Construction Documents to the Owner and one set to the Using Agency for written approval (Design Professional Services Contract, page 2, item 6);
- Bid Documents for approval (Paragraph 2.1.7.3);
- If requested, recommended daily amounts for liquidated damages and for compensation to the Contractor for time-dependent costs associated with approved extensions of time (Paragraphs 2.1.2.8 and 2.1.8.1);

- A list of prospective bidders (Paragraph 2.1.8.2);
- An attendance roster of firms attending any mandatory pre-bid conference (Paragraph 2.1.8.2);
- A list of the plan holders of record as of the date set for receiving bids (Paragraph 2.1.8.2);
- Qualifications for qualifying prospective bidders (as Additional Service, if requested) (Paragraph 2.1.8.2);
- Evaluations of prospective bidders responding through a competitive qualifications process (Paragraph 2.1.8.2);
- Addenda to the Bidding Documents for time extensions (Subparagraph 2.1.8.4.2);
- A certification as to the correctness of the bid tabulation (Paragraph 2.1.8.5); and
- Other deliverables required as a result of an amendment to this Contract.

SUMMARY OF CONSTRUCTION CONTRACT ADMINISTRATION DELIVERABLES.

- A schedule of anticipated Site Visits, for each design discipline (Paragraph 2.2.1.3);
- Written notices as set forth in The Process Guide Consultants observations and evaluations (Paragraph 2.2.3.1);
- Monthly written reports on progress and condition of the Work (Paragraph 2.2.3.1);
- Construction Progress Meeting Minutes (Paragraph 2.2.3.2);
- Upon the Owner's request, copies of consultant contracts (Paragraph 2.2.3.3);
- Supplemental Drawings, as required (Paragraph 2.2.5.2); Changes in the Construction Contract approved by Owner (Paragraph 2.2.5.2);
- Advance notice(s) of Site Visits not on the schedule (Paragraph 2.2.6.1);
- Notices of deficiencies and Non-Compliant Work, including stop work orders (Paragraph 2.2.6.1);
- Deviations from the Contract Documents and Overall Project Schedule (Paragraph 2.2.6.2);
- Certification of the Contractor's Applications and Certificates for Payment (Paragraph 2.2.7.1);
- Advice on Construction Progress with each Contractor's Application for Payment (Paragraph 2.2.7.4, and Exhibit I);
- Approval of scope changes on submittals (Paragraph 2.2.8.4);
- Change Orders to the Construction Contract (Paragraphs 2.2.9.1 and 2.2.9.3);
- Advice on Construction Progress with Change Orders for extension of Time (Paragraph 2.2.9.5);
- Certificate of Material Completion, including the Final Punch List (Paragraph 2.2.10.1; Exhibit J);
- Certificate of Final Completion (Paragraph 2.2.10.3; Exhibit K);
- Record Drawings reflecting all changes caused by addenda, field changes, Change Orders, or observed changes by the Design Professional, the Contractor, or the subcontractor(s) (Paragraph 2.2.11.1);
- Project equipment and systems operation and maintenance manuals (Paragraph 2.2.11.2);
- Certificate on Final Certification for Capital Asset Accounting (Paragraph 2.2.11.3, and Exhibit L);
- Annual adjustment of Additional Services (Paragraph 4.1.2.2);
- Billings for advertisements for bids (Paragraph 4.1.3.3);
- Monthly invoices for Basic Services, Additional Services (lump sum and hourly), and Reimbursable Services, supported by substantiating back-up documentation, as required (Article 4.1.4);
- Other deliverables required as a result of any amendment to this Contract.

EXHIBIT I – ADVICE ON CONSTRUCTION PROGRESS

(To be attached to every Application for Payment and Change Order that requests an extension of Time)

Date: _____

To: _____ (Owner)

and _____ (Contractor)

Advice on Construction Progress For:

Application for Payment 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 Overall Project Schedule is dated: _____.
6. The date, as of this Advice, to use in reading the most recent Overall Project Schedule, after accounting for the applicable approved extensions of Contract Time, is _____.
7. The following defective or deficient Work has been identified: _____.
8. The current percentage of Work complete (Original Contract and Change Order Work, excluding stored materials) from this Application for Payment and Advice is _____%.
9. The Contractor is _____% [ahead] [behind] schedule.
10. The adjusted Contract sum through Change Order No. ____ is \$ _____.
11. A revised Overall Project Schedule [is] [is not] being prepared by the Contractor as of the date of this Advice.

Design Professional _____

Date: _____

By: _____
(Signature)

EXHIBIT J
CERTIFICATE OF MATERIAL COMPLETION

Date: _____

Institution _____

Project Number _____

Project Name _____

Architect _____

The Design Professional issues this Certificate of Material Completion of the Project and certifies as follows:

1. The above-named project has achieved Material Completion as provided in the Contract Documents on _____, is available for immediate occupancy by the Using Agency, and is accepted by the undersigned under the terms and conditions thereof.
2. The Contract Price, as amended by Change Order, reduced by the retainage, reduced by Liquidated damages properly assessed, reduced by 200% of the value of both Minor Items and Permitted Incomplete Work on the punchlist, reduced by funds withheld pursuant to Article 4.2.1 or otherwise, and reduced by any established credits to the Owner, as shown on the attached Schedule of Monies retained by Owner, is due and payable pursuant to the terms of the Contract Documents.
3. The contractor has furnished evidence satisfactory to the undersigned that all payrolls, material bills, and other indebtedness connected with the work to this point, except for retainage, have been paid.
4. A (temporary) certificate of occupancy has been issued by the State Fire Marshal dated _____ and numbered _____. Said certificate has been delivered to the following person:

Name: _____
Address: _____
5. The punchlist is attached hereto. The Contractor shall complete all items on the punchlist and achieve Final Completion not later than 30 days from the date hereof.
6. As of this date the following occurs pursuant to the Contract Documents:
 - a. All warranties begin to run from the date Material Completion is achieved.
 - b. All utilities become the responsibility of the Using Agency.
 - c. The Using Agency is responsible for all insurance for the Project.

This _____ day of _____, _____.

(Name of Firm)

By:

Title:

**SCHEDULE OF MONIES RETAINED
BY OWNER**

Retainage:	\$ _____
Assessed Liquidated Damages:	\$ _____
Value of punchlist items x 200%:	\$ _____
Credits to Owner:	\$ _____
Other monies retained per Article 4.2.1 or otherwise	\$ _____
Total Monies Retained:	\$ _____

EXHIBIT K
CERTIFICATE OF FINAL COMPLETION

Date: _____

Institution _____

Project Number _____

Project Name _____

Architect _____

The Design Professional issues this Certificate of Final Completion of the Project and certifies as follows:

1. The above-named project was fully constructed and completed as provided in the Contract Documents on _____ and is accepted by the undersigned under the terms and conditions thereof.
2. The Contract Price, as amended by Change Order and reduced by properly assessed Liquidated Damages, and further reduced by the attached Schedule of Credits to the Owner, is due and payable.
3. The contractor has furnished evidence satisfactory to the undersigned that all payrolls, material bills, and other indebtedness connected with the work have been paid.
4. A final certificate of occupancy has been issued by the State Fire Marshal dated _____ and numbered _____. Said certificate has been delivered to the following person:

Name: _____
Address: _____
5. The total cost of labor, materials, and equipment incorporated in the Project are as provided in the attached FINAL CERTIFICATION OF COSTS FOR CAPITAL ASSET ACCOUNTING.
6. All tests and inspections provided for in the Contract Documents have been made in the presence of a registered architect or registered engineer, and all work was found to meet said tests and inspections in accordance with plans and specifications. All mechanical systems, equipment, apparatus and controls (plumbing, heating, electrical, water, septic tank and sewerage disposal fields, refrigeration, kitchen equipment, fire alarm, program and public address, etc.) have been found to be in compliance with the Contract Documents, all applicable codes and in safe operation condition. Copies of all tests and certifications are included with the Final Documents.
7. All work has been installed in such a manner as to comply strictly with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work as provided in the Contract Documents.
8. There are no credits due the owner for changes, deviations, omissions, or non-compliances other than as shown on the attached Schedule of Credits.
9. Record Documents are to be furnished in accordance with the Design Professional Contract.
10. No work has been certified for payment which was covered prior to consent of the Design Professional.
11. Attached is one copy of each bond, guarantee, or warranty as called for in the Contract Documents.
12. Attached are two copies of each of the two affidavits of contractor as called for in the Contract Documents.

13. With exceptions noted below, there are, to the best of the knowledge and belief of the undersigned, no claims outstanding against the contractor arising out of the Contract Documents.

This _____ day of _____, _____.

(Name of Firm)

By:

Title:

**SCHEDULE OF CREDITS
TO OWNER**

[None]

EXHIBIT L – CAPITAL ASSET ACCOUNTING

The Design Professional shall have reached a final Statement of Probable Construction Cost prior to completion of the Project, which Statement shall include the probable costs in each accounting category required by GASB-34 accounting principles (see Exhibit F above). During the construction administration phase, each Application for Payment, and each approved Change Order, will have actual cost breakdowns set out by the same capital asset categories. These will be reflected in the Contractor's Final Certification of Costs for Capital Asset Accounting, a copy of which is attached hereto.

The Design Professional, in addition to reviewing its final Statement of Probable Construction Cost, is required to add certain specific items of information to its certification of the Contractor's Final Certification of Costs for Capital Asset Accounting. In addition to items such as the date of the Certificate of Occupancy, and certain basic information about the Project, the Design Professional is required to assign the Building Occupancy Types, the Building Class of Construction, and the Building Useful Life.

The Building Occupancy Types are determined by reference to the list below. If a building has more than one occupancy type, indicate the percentage of the building that is used for each Building Occupancy Type.

Building Class of Construction is determined by reference to the chart below, which specifies five classes of construction. The Design Professional should determine the best class for the Project based upon the best fit for the frame, floor, roof, and wall construction. If the Project consists of more than one physically separate structure of differing types (each with its own utilities, etc.), then the Design Professional should identify each structure and the class involved. If the Project is a single integrated complex, then the Design Professional should choose the single class that best fits the project complex.

Once the Building Class of Construction is determined, the Design Professional should, by reference to the Building Useful Life guidelines, determine the appropriate building type and, given the Building Class of Construction, assign an appropriate useful life for the Project. On the guidelines, use a specific category if available. If not, use a general category matching the Project.

Building Occupancy Types

Offices and Legislative Buildings	ISO Code 8
Colleges and classrooms	ISO Code 25
Dormitories	ISO Code 4
Libraries	ISO Code 25
Warehouse/Storage	ISO Code 6
Port facilities	ISO Code 27
Correctional facilities	ISO Code 23
Hospitals & health care facilities	ISO Code 9
Parks and recreational facilities	ISO Code 23
Convention Centers, Exhibition Halls, Arenas, Stadiums	ISO Code 10
Transportation Maintenance Facilities (DOT)	ISO Code 7
Armories	ISO Code 12
Parking Garages	ISO Code 11

Building Classes of Construction

Class	Frame	Floor	Roof	Walls	Applicable Fire Standard	DOAS Type
A	Structural steel columns and beams, fireproofed with masonry, concrete, plaster, or other noncombustible material	Concrete or concrete on steel deck, fireproofed	Formed concrete, precast slabs, concrete or gypsum on steel deck, fireproofed	Nonbearing curtain walls, masonry, concrete, metal and glass panels, stone	<i>"Fire Resistive"</i> NFPA 220 Type I or II SBC Type I or II IBC Type IA , IB or IIA	None
B	Reinforced concrete columns and beams; fire-resistant construction	Concrete or concrete on steel deck, fireproofed	Formed concrete, precast slabs, concrete or gypsum on steel deck, fireproofed	Nonbearing curtain walls, masonry, concrete, metal and glass panels, stone	<i>"Fire Resistive"</i> NFPA 220 Type I or II SBC Type I or II IBC Type IA, IB or IIA	Type 4 or Type 6
C	Masonry or concrete load-bearing walls with or without pilasters; masonry or concrete walls with steel, fire retardant treated wood (FRTW) or concrete frame	Wood or concrete plank on steel floor joists, or concrete slab on grade	Wood or steel joists with wood or steel deck; concrete plank	Brick, concrete block, or tile masonry tilt-up, formed concrete, curtain walls	<i>"Ordinary"</i> NFPA 220 Type III SBC Type V IBC Type IIIA or IIIB	Type 2
D	Wood or steel studs in bearing wall, wood frame, primarily combustible construction	Wood or steel floor joists or concrete slab on grade	Wood or steel joists with wood or steel deck	Almost any material, generally combustible construction	<i>"Frame" and "Heavy Timber"</i> NFPA 220 Type V & Type IV (Timbers) SBC Type III or VI IBC Type IV, VA, VB	Type 1 Or Type 7
S	Metal bents, columns, girders, purlins, and girts; noncombustible construction	Steel deck on steel floor joists, or concrete slab on grade	Steel deck on steel joists	Metal skin or sandwich panels; generally noncombustible	<i>"Non-Combustible"</i> NFPA 220 Type II SBC Type IV IBC Type IIB	Type 3

Guidelines For Probable Years of Useful Life by Building Type and Class

<i>Building Type</i>	<i>Building Class</i>				
Public Buildings	A	B	C	D	S
Good and excellent libraries	60	60	55	50	50
Average libraries	55	55	50	45	45
Low-cost libraries	50	50	45	40	40
Good and excellent medical offices	50	50	45	40	40
Average and low-cost medical offices	45	45	40	35	35
Good and excellent governmental buildings	60	60	55	50	–
Average and low-cost governmental buildings	55	55	50	40	40
Good and excellent general hospitals	50	50	45	40	–
Average and low-cost general hospitals	45	45	40	35	35
Good and excellent convalescent hospitals	50	50	45	40	–
Average and low-cost convalescent hospitals	45	45	40	35	35
Average and good dispensaries	–	–	35	30	30
Good and excellent fire stations	50	50	45	40	40
Average and low-cost fire stations	45	45	40	35	35
Average and good veterinary hospitals	45	45	40	35	35
Low-cost veterinary hospitals	–	–	35	30	30
Colleges and Universities	A	B	C	D	S
Good and excellent buildings	60	60	50	45	45
Average buildings	50	50	45	40	40
Low cost buildings	–	–	40	35	35
Theaters and Auditoriums	A	B	C	D	S
Excellent auditorium	55	55	50	45	–
Good and average auditorium	50	50	45	40	40
Low-cost auditorium	–	–	40	35	35
Good and excellent theater	50	50	45	40	–
Average and fair theater	45	45	40	35	35
Low-cost and cheap theater	–	–	35	30	30
Good bowling alleys	–	–	40	35	35
Low-cost average bowling alleys	–	–	35	30	30
Good skating rink and tennis clubs	–	–	45	40	40
Average skating rink and tennis clubs	–	–	40	35	35
Low-cost skating rink and tennis clubs	–	–	35	30	30
Good handball racquetball clubs	–	–	45	40	40
Average handball racquetball clubs	–	–	40	35	35
Sheds and Farm Buildings	A	B	C	D	S
Good creameries	–	–	45	–	45
Average creameries	45	45	35	–	30
Low-cost creameries	–	–	25	–	20
Grain elevator facilities	–	60	–	55	–
Grain storage buildings	–	–	–	30	30
Good and excellent dairies	–	–	35	30	30
Average dairies and fruit packing buildings	–	–	30	25	25
Low-cost dairies	–	–	20	20	15
Bulk fertilizer storage	–	–	–	30	30
Excellent barns and stables	–	–	40	–	35
Good barns and stables	–	–	35	30	30
Average barns, hog barns, stables and silos	–	–	30	25	25

Building Type	Building Class				
Low-cost barns and stables	–	–	20	15	15
Excellent poultry houses	–	–	30	25	25
Good poultry houses, equipment, and utility sheds	–	–	25	20	20
Average poultry, equipment, and utility buildings	–	–	20	15	15
Low-cost poultry houses	–	–	15	15	15
Tobacco barns	–	–	20	20	15
Miscellaneous sheds and outbuildings			10 to 15 yrs		
Good greenhouses	–	–	–	30	40
Average lath and greenhouses	–	–	–	20	25
Low-cost lath greenhouses	–	–	–	10	15
Elementary and Secondary Schools	A	B	C	D	S
Good school plants	50	50	45	40	–
Average school plants	45	45	45	40	–
Low-cost school plants	–	–	40	35	–
Good and excellent classrooms	50	50	45	40	40
Low-cost and average classrooms	45	45	40	35	35
Cheap classrooms	–	–	35	30	30
Good and average gymnasiums	45	45	40	35	35
Good and average multipurpose, manual arts	45	45	40	35	35
Low-cost multipurpose, manual arts	–	–	35	30	30
Average shower building	–	–	30	25	25
Good and excellent day care centers	–	–	45	40	–
Average day care centers	–	–	40	35	35
Low-cost day care centers	–	–	40	35	–
Re-locatable classrooms	–	–	–	10	–

**General Format from General Conditions for:
FINAL CERTIFICATION OF COSTS FOR CAPITAL ASSET ACCOUNTING**

Date _____

To: _____ (Owner)

The following accounting of costs for Project No. XXX-###, Project Name _____

is submitted as follows, with the breakdown of costs as specified in the Final Pay Request attached hereto and incorporated herein, for the purposes of capital asset accounting pursuant to GASB 34 Accounting Statement:

1. BUILDING AND BUILDING IMPROVEMENTS: *	\$ _____
2. INFRASTRUCTURE: **	\$ _____
3. FURNISHINGS AND EQUIPMENT: ***	\$ _____
	=====
TOTAL:	\$ _____

Notes: (Contractor must insure costs from all Change Orders are apportioned and included in each line item above)

- * *Building:* Include totals from Items A, 1, 3, 5, 6, 7, 8, 9, 10, 13, 14, 15 and "Building" portions of Items 2, 4, and 16.
- ** *Infrastructure:* Include totals from the "Infrastructure" portions of Items 2, 4 and 16.
- *** *Furnishings and Equipment:* Include totals from only the "moveable" portions of Items 11 and 12.

I certify to the best of my knowledge, information, and belief that all of the amounts set forth on this Certificate are true and correct and are supported by the financial records for this project on file with the Contractor.

NAME OF CONTRACTOR COMPANY

By: _____ Title: _____ Date _____
(Signature)

CERTIFICATE OF THE DESIGN PROFESSIONAL

I certify to the best of my knowledge, information, and belief that the amounts certified by the Contractor are consistent with the estimates provided in my final Statement of Probable Construction Cost for the project; that the Building Improvement contains a footprint based upon a line five feet outside the building structure) of _____ square feet, a total of _____ gross square feet, and contains _____ floors (including basements). The building fire protection system is _____ (include type of system). The Certificate of Occupancy was issued on _____. I further certify that to the best of my knowledge, information and belief the design intent for this project is that the Building and the Building Improvements are of Building Construction Class _____ and ISO Occupancy Type(s) _____ and have an expected useful life of _____ years from the date of this Certificate, and that my observations of the construction confirm these expectations.

THE DESIGN PROFESSIONAL COMPANY

By: _____ Title: _____ Date _____
(Signature)

CERTIFICATE OF THE USING AGENCY OR OWNER

I certify that to the best of my knowledge, information, and belief that the cost of the real property covered by this project, to the boundaries on the final Site Plan, was \$ _____ and the cost of additional government-supplied furnishings and equipment acquired for this Project was \$ _____.

NAME OF USING AGENCY OR OWNER

By: _____ Title: _____ Date _____
(Signature)

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

<u>Position</u>	<u>Person</u>	<u>Office Location</u>
Principal-In-Charge	TBD	TBD
Project Director	TBD	TBD
Project Designer	TBD	TBD
Project Planner	TBD	TBD
Lead Programmer	TBD	TBD
Planner/Programmer	TBD	TBD

Design Professional's Consultants and Role Descriptions

TBD	Associate Architect
TBD	Interior Design
TBD	Civil Engineering
TBD	Landscape Design
TBD	Mechanical
TBD	Electrical
TBD	Plumbing
TBD	Structural
TBD	Food Service
TBD	Elevator/Pneumatic Tube
TBD	Telecommunications
TBD	Medical Equipment Planning

**EXHIBIT N – SCOPES OF ADDITIONAL SERVICES
(Not on Exhibit A)**

REFERENCE 1

INSTRUCTIONS, AND DESIGN GUIDELINES TO DESIGN PROFESSIONALS

“The GSFIC Process Guide”

[If the Design Professional does not have a copy, please request one
from GSFIC Procurement Services]