**GSFIC-AD-156**

Version 4/26/2019

**DESIGN PROFESSIONAL AGREEMENT**

**BETWEEN**

**(INSERT NAME OF DP)**

**(DESIGN PROFESSIONAL)**

**AND**

**GEORGIA STATE FINANCING AND INVESTMENT COMMISSION**

**(OWNER)**

**FOR THE USE AND BENEFIT OF**

**(INSERT NAME OF USING AGENCY)**

**(Using Agency)**

**FOR**

**PROJECT** **(INSERT PROJECT NUMBER)**

**(INSERT PROJECT NAME)**

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**FORM OF CONTRACT**

THIS DESIGN PROFESSIONAL AGREEMENT (hereinafter the “Contract”) is made this       day of      ,      , by and between (Insert DP), hereafter “Design Professional,” and the Georgia State Financing and Investment Commission, hereafter “Owner,” for Project (Insert Project No. & Description), for the use and benefit of (Insert Using Agency), hereafter “Using Agency.”

Design Professional and Owner agree as follows:

1. **SCOPE OF SERVICES.** Design Professional shall perform all of the Design and Construction Contract Administration Services as required by this Contract in accordance with the Program attached hereto as “Exhibit A”. Design Professional warrants and represents to Owner that it has the requisite knowledge, expertise, experience, and capacity to undertake and perform all services required by this Contract, and that Design Professional and its employees, consultants, contractors and others performing services are, to the extent required by law to perform such services, duly licensed under the laws of the state of Georgia. In performing the services, Design Professional shall fully comply with all laws, codes, rules, regulations, standards and other requirements applicable to the services, and with all conditions specified in this Contract. Design Professional and its personnel shall abide by applicable Owner safety, security, and similar work-related policies, procedures, and rules.
2. **THE CONTRACT.** The Contract includes this Form of Contract, the General Requirements, Exhibits A through H, and Supplementary General Requirements, each of which are incorporated herein.
3. **NOTICE**. Notice in accordance with Section 1.1.12 of the General Requirements shall be given to the following addresses:

|  |  |
| --- | --- |
| **OWNER:** | Georgia State Financing and Investment Commission  270 Washington Street, S.E.  Atlanta, Georgia 30334  Owner’s Representative:  Phone Number: |
| **USING AGENCY:** | Attention:  Phone Number: |
| **DESIGN PROFESSIONAL:** | Attention:  Phone Number: |
| **PROGRAM MANAGER:** (if Applicable) | Attention:  Phone Number: |

1. **KEY PERSONNEL AND CONSULTANTS.** The name of the Design Professional that will seal the Construction Documents is       and his or her Georgia State Board of Architects and Interior Designers Registration Number is       (“Architect of Record”). Design Professional acknowledges and agrees that it was selected on the basis of the qualifications of its key personnel and consultants. A list of Design Professional’s key personnel and consultants is attached hereto as Exhibit B. Design Professional agrees that its key personnel and consultants shall provide the services required under this Contract and further agrees that the key personnel assigned to the Project shall not be changed without the written consent of Owner.
2. **CM/GC DELIVERY METHOD AND COMPONENTS.** The Project will be delivered using a Construction Manager-At-Risk delivery method and will require the design of certain Component Construction Documents including (List Components).
3. **GMP COST LIMITATION.** The GMP Cost Limitation is: .
4. **COMPENSATION.** 
   1. Design Professional’s Fee for Basic Design Services is      .
   2. Design Professional’s Fee for Additional Services is      .
   3. Design Professional’s Fee for Basic Construction Contract Administration Services is      .
   4. Allowable reimbursable expenses for Design and Construction Contract Administration Services in accordance with Section 4.1.6 of the General Requirements are not to exceed      .
   5. Hourly Rates for Additional Services pursuant to Section 4.1.4 of the General Requirements are attached hereto as Exhibit C.
   6. Fee for Design and Construction Contract Administration Services for Change Orders shall be as follows:      % for Design Services and      % for Construction Contract Administration multiplied by the Change Order Sum, unless Owner determines that the fee is not commensurate with the services required, in which case payment shall be based on the hourly rates shown in Exhibit C, or on agreed upon lump sum. However, no fees shall be paid for design or Construction Contract Administration of Change Ordersrequired due to the Design Professional’s breach or negligence.
5. **ANTICIPATED SITE VISITS.** The total number of Site Visits by the Design Professional and its consultants during the Construction Contract Administration Phase included in the compensation Construction Contract Administration Services is listed on Exhibit D. Design Professional represents to the Owner that the amount of Site Visits are adequate to perform all of its obligations required by this Contract, including those services and inspections that are normally required of the Building Official.
6. **SCHEDULE**. The Design Professional agrees to complete the Construction Documents  not later than DATE or  not later than DAYS calendar days following execution of this Contract, and shall produce Schematic Design Documents, Design Development Documents, and Component Construction Documents in accordance with the dates shown on the Preliminary Design and Construction Schedule attached hereto as Exhibit E.
7. **ENERGY EFFICIENCY AND SUSTAINABLE CONSTRUCTION ACT OF 2008.** This Project  is  is not subject to the provisions of the Energy Efficiency and Sustainable Construction Act of 2008 (“Energy Act”). Projects subject to the Energy Act require commissioning, water-use reduction, and use of not less than 10% of Georgia products. Commissioning as required by the Energy Act shall be performed by  a third party commissioning agent,  the Design Professional, or  a commissioning agent to be retained by the Design Professional, who shall commission the items listed on the Commissioning Checklist included in the CM/GC Forms Packet. For information regarding the Energy Act requirements, Design Professional shall refer to the *GSFIC Process Guide* and the *Energy Efficiency and Sustainable Construction Standards for State Buildings* as promulgated by the Georgia Department of Community Affairs, a copy of which is available at <https://gsfic.georgia.gov/documents/energy-efficiency-and-sustainable-construction-standards>
8. **BUILDING OFFICIAL**. The State Fire Safety Commissioner shall be responsible for enforcing the state minimum fire safety standards and shall review plans and specifications for the Project, issue building permits for the project, conduct fire safety inspections of the Project, and issue permanent and temporary certificates of occupancy. Design Professional and Owner acknowledge that, with respect to the Project, there is no Building Official, as that term is defined in O.C.G.A. § 43-4-1(5), for the State that is responsible for the administration and enforcement of the Georgia State Minimum Construction Codes. The Design Professional shall act as and perform the activities of the Building Official responsible for the enforcement of the Georgia State Minimum Construction Codes.
9. **ASSIGNMENT.** Design Professional may not assign the performance of this Contract or the proceeds of this Contract without the prior written consent of Owner. Any attempted assignment without such prior written consent shall be void. Owner may assign this Contract to another state agency, authority, or commission. Upon notice 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.
10. **Full Performance; No Waiver.** Owner and Design Professional hereby agree to the full performance of the Contract. The failure of Owner at any time to require performance by Design Professional of any provision will not affect the right of Owner thereafter to enforce such provision or any other provision of the Contract. The failure of Owner to enforce or exercise remedies as a result of any breach of any provision shall not be considered a waiver of such provision, such remedies, any subsequent breach of such provision, or any other provision, or a modification or rescission of the Contract. No provision of this Contract, or right or remedy of Owner, will be deemed waived unless such waiver is in writing and executed by Owner.
11. **Severability.** If any provision of this Contract, or the application thereof to any person or circumstance, is declared invalid or unenforceable to any extent, then the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
12. **Independent Contractor.** Design Professional is an independent contractor, and all persons performing services on behalf of Design Professional shall be directed by Design Professional, which shall be solely and fully responsible for such persons and their actions and inactions. Design Professional shall be solely responsible for, and shall indemnify and hold Owner harmless against, the payment of compensation, insurance, employment benefits, if any, workers’ compensation, disability benefits and unemployment insurance, and for the withholding of any payroll-related taxes for persons assigned by Design Professional to perform services under the Contract.
13. **Full Agreement.** The Contract supersedes all prior negotiations, discussions, statements, and agreements between Owner and Design Professional and constitutes the full, complete, and entire agreement between Owner and Design Professional. There can be no changes to this Contract by oral means, by course of conduct of the parties, or by custom of the trade. No change to this Contract will be binding on either party unless such change is properly authorized, in writing, and in accordance with the terms of this Contract.

**IN WITNESS WHEREOF** the parties hereto have executed this Contract under seal on the day and year first written above.

**DESIGN PROFESSIONAL**

By: (L.S.)

Title:

ATTEST (affix seal over secretary’s signature)

By:

(If not a corporation, signature must be notarized.)

**GEORGIA STATE FINANCING AND INVESTMENT COMMISSION**

**OWNER**

By:

ATTEST

# GENERAL PROVISIONS

## GENERAL CONTRACT REQUIREMENTS

### Project Team. Owner intends to employ a team concept for design and construction of the Project. The Project Team consists of Design Professional, CM/GC, Owner, the Using Agency, and any other person or entity selected by Owner, which may include, without limitation, Owner’s Contract Compliance Specialist, the Program Manager, and the Commissioning Agent. The roles and responsibilities of Project Team members are set forth in general terms herein but are more fully set forth in each Project Team member’s respective contract. Owner and Design Professional shall endeavor to promote harmony and cooperation among all members of the Project Team. Each team member shall communicate with all other team members to assure overall coordination, cooperation, and efficiency in order to achieve Project completion in an expeditious and economical manner.

#### Design Professional. As detailed in this Contract, Design Professional is responsible for the design and preparation of Construction Documents and for Construction Contract Administration Services as required by this Contract.

#### CM/GC. CM/GC is responsible for providing all labor and materials to construct the Project according to the terms of the Contract Documents.

#### Owner’s Representative. Owner shall designate a representative that shall be readily accessible (either on Site or by computer, phone, fax, or otherwise). Owner’s Representative will have the role and responsibility set forth herein.

#### Owner’s Contract Compliance Specialist (CCS). Owner may designate an individual or entity to serve as Owner's CCS that may, from time to time, generally review and observe the Work or record daily events at the Site on behalf of Owner. The CCS is not an inspector and has no authority or power to act as agent for Owner or to approve or disapprove any Work or action of CM/GC.

#### Using Agency, Using Agency’s Representative. The Using Agency is the entity that will occupy or use the Project upon Material Completion and is an express third-party beneficiary of this Contract. The Using Agency may designate one or more representatives to advise Owner. Neither the Using Agency nor any representative of Using Agency shall have any authority to act in the name of Owner. Design Professional may not act or rely upon any directive, interpretation, decision, act, or omission of Using Agency or the Using Agency’s Representative.

#### Program Manager. Owner may designate a Program Manager to administer the Project and the Contract. Owner may designate Owner’s Representative or Design Professional to perform the role of Program Manager.

#### Commissioning Agent. For its sole benefit, Owner may procure building commissioning services through a Commissioning Agent. In such case, the Commissioning Agent shall perform all services set forth in its contract with Owner, which may include, without limitation, inspecting, reviewing, and monitoring all building-commissioning-related construction activities for timeliness, completeness, and conformance with the Contract Documents, and reporting its findings to Owner, CM/GC and Design Professional.

### No Diminution of Design Professional’s Obligations. The presence of Owner, Owner’s Representative, CCS, Using Agency, Using Agency’s Representative, Program Manager, or Commissioning Agent does not relieve Design Professional of any of its responsibilities set forth in this Contract. Design Professional shall not assert any act or omission of such parties as a basis for diminishing or eliminating its duties and obligations under the Contract.

### Limited Waiver of Sovereign Immunity Ex Contractu. Design Professional acknowledges and agrees that Owner is an agency or instrumentality of the State of Georgia, and as such, is entitled to the protection of sovereign immunity. As set forth in Article I, Section II, Paragraph IX of the 1983 Georgia Constitution, sovereign immunity is waived “as to any action ex contractu for the breach of any written contract.” Design Professional specifically acknowledges the constitutional and contractual requirements that changes, modifications, and waivers to this Contract must be in writing and specifically executed by Owner. Accordingly, Design Professional expressly acknowledges the constitutional prohibition of claims against Owner based solely upon oral statement, course of conduct, customs of the trade, quasi-contract, unjust enrichment, quantum meruit, or O.C.G.A. § 13-4-4 (mutual departure from contract terms).

### U.C.C. Not Generally Applicable. Design Professional further acknowledges and agrees that Owner has granted only a limited waiver of sovereign immunity, such that the provisions of the Uniform Commercial Code (O.C.G.A §§ 11-1-101 through 11-2-725) governing sales of goods do not apply to this Contract. Design Professional specifically waives and covenants not to make against Owner any claims based upon the Uniform Commercial Code.

### Contract Interpretation. This Contract shall be interpreted and governed by the laws of Georgia without regard to principles of conflicts of laws. Design Professional shall comply with all laws, rules, regulations, ordinances, and orders of any governmental authority having jurisdiction over the Project or the performance of the Work and shall ensure such compliance of its employees and consultants.

### Open Records Act. Owner and Design Professional acknowledge and agree that certain records of the Project and the Work are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being called to O.C.G.A. § 50-18-70(a) regarding the records of private persons, firms, corporations, or other private entities engaged in performance of services or functions on behalf of a state agency, public agency, or public office.

### Transactions with State Officials. Owner and Design Professional certify that the Conflict of Interest provisions of the Georgia Code, codified at O.C.G.A. §§ 45-10-20 through 45-10-41, which prohibit full-time appointive officials and employees of the State from engaging in certain transactions affecting the State, have not been and will not be violated in any respect in regard to this Contract.

### Illegal Immigration Reform and Enforcement Act of 2011. Design Professional certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90 et. seq. Design Professional warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Design Professional further agrees that it will contract for the physical performance of services in satisfaction of this Contract only with those who present an affidavit as required by O.C.G.A. § 13-10-91.

### No Boycott of Israel. Design Professional certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

### 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. The State encourages all companies that use subcontractors to contract with 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. Section 48-7-38.

### Prohibition Against Contingent Fees. As required pursuant to O.C.G.A. §50-22-6(d), the Design Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Design Professional, to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Design Professional, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.

### No Fees from CM/GC or Others. The Design Professional agrees, warrants, and covenants that neither it nor any of its employees nor consultants has or will accept any gratuities nor receive any compensation from the CM/GC, subcontractors, material suppliers, engineers, consultants or sub-consultants, or others 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 CM/GC, 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.

### Notice. Any Notice or other material communication required or permitted under this Contract shall be in writing, dated, and signed by an officer or duly authorized representative of the party making same. Unless otherwise required by the provisions of this Contract, Notice may be sent via electronic mail, fax, U.S. Mail, or hand delivered to the addresses shown in Section 3 of the Form of Contract. All members of the Project Team shall be copied on any Notice. The persons and addresses to which Notices should be given may be changed by Notice given in accordance with this Section. Such Notice shall be effective as of the date on which it is received or would have been received but for the refusal of the addressee to accept delivery.

### Owner’s Independent Consultants. Owner may perform or retain independent consultants to provide peer review, expert opinion, other analysis of the design or construction, or any other professional design, engineering, or architectural service. Design Professional agrees that any such review, opinion, analysis, or service does not relieve Design Professional of any of its responsibilities set forth in this Contract and shall not constitute an admission concerning the adequacy, fitness, or completeness of the design, or the adequacy or compliance of the construction to the Construction Documents. Such review, opinion, analysis, or service is rendered solely to Owner and shall not be used in connection with any claim or legal action arising out of or related to the Project without the express written consent of Owner, unless required by the provisions of the Civil Practice Act governing the designation and use of expert witnesses.

## INSURANCE AND INDEMNIFICATION

### Design Professional Indemnity.

#### General Indemnity. The Design Professional shall indemnify, release, and hold harmless the Owner, its officers, members, employees, and agents (the “Indemnitees”), from and against all liability or claims for damages, costs, expenses (including reasonable attorney’s fees and expenses incurred by any of the Indemnitees) to the extent caused by or resulting from: (a) the negligence, recklessness, or intentionally wrongful conduct of the Design Professional or other persons employed or utilized by Design Professional in the performance of this Contract; and (b) the Design Professional’s failure to comply with any of its obligations under this Contract.

#### Copyright Indemnity. The Design Professional shall indemnify, release, and hold harmless the Indemnitees from and against all liability or claims for damages, costs, expenses (including reasonable attorney’s fees and expenses incurred by the Indemnitees) based on a claim that any of the services provided by Design Professional under this Contract constitutes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. In the event an injunction is threatened or issued against Owner or any other Owner entity related to the Work, in addition to any other obligation Design Professional may have under this Contract or otherwise, Design Professional shall, at Owner’s option and Design Professional’s sole expense, procure a license from the patent, copyright or other proprietary right owner to use the Work at issue; or modify or replace the infringing portion of the Works and make it non-infringing without materially impairing its usefulness or performance.

### Insurance Provisions. Prior to beginning any work hereunder and for the duration of the contract (except professional liability insurance, which will be maintained for the extended period provided herein), Design Professional shall procure and maintain, at its own cost, the insurance set forth below. All insurance shall be from an insurance company rated at least A- VII by Best’s and authorized to do business in the State of Georgia. The insurance coverages and liability limits to be provided by Design Professional shall be as follows:

#### Worker's Compensation and Employer's Liability Insurance. Design Professional shall maintain Worker’s Compensation Insurance covering all operations with limits as required by applicable state and Federal statutes; Employer's Liability with minimum limits of $1,000,000 Bodily Injury each Accident, $1,000,000 Bodily Injury by Disease for Each Employee, and $1,000,000 Bodily Injury Disease Aggregate;

#### Commercial General Liability Insurance. Design Professional shall maintain Commercial General Liability Insurance covering all operations with minimum limits of $1,000,000 Each Occurrence, $2,000,000 General Aggregate, $2,000,000 Products – Completed Operations, and $2,000,000 Personal and Advertising Injury. The Design Professional shall require its consultants to maintain Commercial General Liability Insurance coverage with the same minimum limits stated herein. Design Professional shall cause its Commercial General Liability policy to name the Owner, the Using Agency, and all Indemnitees as additional insureds, and Design Professional shall require the same of all consultants.

#### Commercial Automobile Insurance. Design Professional shall maintain Commercial Automobile insurance covering all vehicles owned, non-owned, leased, rented, or borrowed by the Design Professional with minimum limits of $1,000,000 combined single limit. Design Professional shall cause its Commercial Automobile Liability policy to name the Owner, the Using Agency, and all Indemnitees as additional insureds, and Design Professional shall require the same of all consultants.

#### Umbrella Liability Insurance. Design Professional shall maintain follow-form umbrella or excess liability insurance in excess of the underlying Commercial General Liability, Commercial Automobile Liability, and Employer’s Liability with coverage at least as broad as each of the underlying policies and with minimum limits of $5,000,000 per occurrence and in the aggregate. Design Professional shall cause its Umbrella Liability policy to name the Owner, the Using Agency, and all Indemnitees as additional insureds, and Design Professional shall require the same of all consultants.

#### Professional Liability Insurance. 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. Coverage shall be maintained for not less than four (4) years following the issuance of the Certificate of Final Completion for the Project. Limits shall not be less than the following:

##### For Projects with a budgeted construction cost of more than $50,000,000:

Design Professionals – $5,000,000 per claim and $5,000,000 in annual aggregate coverage;

Subconsultant Engineers and Architects – $3,000,000 per claim and $3,000,000 in annual aggregate coverage;

Other Consultants – $2,000,000 per claim and $2,000,000 in annual aggregate coverage. At the Design Professional’s request, the Owner may, in its sole discretion, agree to a lower limit for certain consultants.

##### For Projects with a budgeted construction cost of $30,000,000 to $50,000,000:

Design Professionals – $3,000,000 per claim and $4,000,000 in annual aggregate coverage;

Subconsultant Engineers and Architects – $2,000,000 per claim and $3,000,000 in annual aggregate coverage;

Other Consultants – $1,000,000 per claim and $2,000,000 in annual aggregate coverage. At the Design Professional’s request, the Owner may, in its sole discretion, agree to a lower limit for certain consultants.

##### For Projects with a budgeted construction cost of $20,000,000 up to $30,000,000:

Design Professionals – $2,000,000 per claim and $3,000,000 in annual aggregate coverage;

Subconsultant Engineers and Architects – $1,000,000 per claim and $2,000,000 in annual aggregate coverage;

Other Consultants – $1,000,000 per claim and $1,000,000 in annual aggregate coverage. At the Design Professional’s request, the Owner may, in its sole discretion, agree to a lower limit for certain consultants.

##### For Projects with a budgeted construction cost of less than $20,000,000:

Design Professionals – $1,000,000 per claim and $1,000,000 in annual aggregate coverage;

Subconsultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in annual aggregate coverage;

Other Consultants – $1,000,000 per claim and $1,000,000 in annual aggregate coverage. At the Design Professional’s request, the Owner may, in its sole discretion, agree to a lower limit for certain consultants.

#### Valuable Papers. Design Professional shall maintain insurance covering the cost of recreating or reproducing plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover such cost.

#### Maximum Deductible. No policies shall specify a deductible of more than $100,000 per claim. With the Owner’s approval, the deductible limit may be increased.

#### Certificate of Insurance Requirements. Design Professional shall provide Owner with certificates of insurance, completed by a duly authorized representative, evidencing that at least the minimum coverages required herein are in effect and specifying that the liability coverages (except professional liability) are written on an occurrence form. The certificates of insurance shall contain a provision that the coverage afforded under the policy or policies will not be canceled or non-renewed without thirty (30) days' prior written notice to Owner. Failure of Owner to demand such a certificate or other evidence of full compliance with these requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Design Professional’s obligation to maintain such insurance. The acceptance of delivery by Owner or its designated representative of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements. Owner shall have the right, but not the obligation, of prohibiting Design Professional and its consultants from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. If Design Professional fails to maintain the insurance as set forth here, Owner shall have the right but not the obligation, to purchase said insurance at Design Professional's expense as long as the insurance is available at commercially reasonable rates. Alternatively, Design Professional's failure to maintain the required insurance may result in termination of this Contract at Owner's option. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverages shall be submitted with Design Professional's final invoice and annually thereafter. Upon demand by the Owner, Design Professional shall provide certified copies of any policy set forth above.

#### Insurance Primary. All coverages (other than Worker’s Compensation and Professional Liability) required of Design Professional and its consultants shall be primary and non-contributory to any insurance or self-insurance program carried by Owner.

#### 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.

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

## DEFINED TERMS AND BASIC DEFINITIONS

### Defined Terms. Wherever used in the Contract Documents, the terms defined in this Contract will have the meanings indicated that are applicable to both the singular and plural, and to the masculine and feminine thereof.

### Meaning of Words and Phrases. Unless the context or the Contract Documents taken as a whole indicate to the contrary, or unless otherwise defined, words used in the Contract Documents that have usual and common meanings shall be given their usual and common meanings; words having technical or trade meanings shall be given their customary meaning in the subject business, trade, or profession. Materials or Work described in words that, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized meaning.

### Sections Not Plenary. This Section is not entire, plenary, or exhaustive of all terms used in this Contract. Terms defined in CM/GC Construction Contract and any Program Management Contract shall have the meanings set forth in those documents.

### Basic Definitions.

100% Construction Documents. This term has the meaning set forth in Section 2.2.9.

Additional Services. Additional Services are those Design and Construction Contract Administration Services that are not included in the Basic Services that are necessary because of the unique nature of the Project or the special needs of the Using Agency

Basic Design Services. Those services set forth in Section 2.1 and Section 2.2.

Basic Construction Contract Administration Services. Those services set forth in Section 3.

Certificate of Final Completion. The certificate issued by Design Professional in accordance with Section 3.2.4 stating that all Work has been completed in accordance with the terms of the Contract Documents.

Certificate of Material Completion. The Notice from Design Professional in accordance with Section 3.2.1.3 certifying achievement of Material Completion.

Change Order. A document which authorizes a change or changes to the CM/GC Construction Contract.

Change Order Sum. The amount of compensation payable to the CM/GC under a Change Order or, when applicable, a portion thereof.

Claim. A demand or assertion by CM/GC seeking an adjustment of the Contract Sum, Contract Time, or both, or regarding other disputes or requests by CM/GC for relief arising out of or relating to the terms of the Contract or Contract Documents.

CM/GC Construction Contract. The agreement between Owner and CM/GC for construction of the Project.

Component. A portion of the Work that is designed as a separate package so that the portion of the Work can be procured and commenced prior to completion of Construction Documents for the entire Project.

Component Change Order or CCO. A Change Order that incorporates Component Construction Documents into the Contract Documents and authorizes CM/GC to proceed with the Component.

Component Construction Documents. The Construction Documents issued by Design Professional for a Component.

Construction Documents. The Specifications, Drawings and addenda or bulletins that set forth the design for the Project.

Construction Document Change Order. The Change Order that incorporates the Construction Documents into the Contract.

Construction Phase. The phase of the Project, commencing with the first Proceed Order, when physical work is performed on the Site.

Construction Progress Schedule. A schedule, as more fully defined in Section 3.1.4.1, prepared by CM/GC indicating proposed Milestone dates, activity sequences, and durations.

Contract. The Contract includes the Form of Contract as executed by Design Professional and Owner, the General Requirements, the CM/GC Forms Packet, the Supplementary General Requirements, and all Exhibits.

Contract Documents. The Contract Documents are those documents that outline the work to be performed by the CM/GC and include only the CM/GC Construction Contract, Change Orders, and any Construction Documents that have been incorporated into the CM/GC Contract by Change Order.

Cure Period. The time stated in a Notice of Non-Compliant Work for correction of Non-Compliant Work.

Days, Months, Years. All references to the terms "day," "days," "month," "months," “year” or “years” mean calendar day, calendar days, calendar month, calendar months, calendar year, and calendar years, respectively.

Design Coordination Meetings. A meeting between the Design Professional or Design Professional’s consultant and the Using Agency and Owner, inclusive of all travel time, professional time, documentation time, travel expenses, meals, lodging, and incidental expenses, during the performance of Design Services, to review the design for validation, for constructability and for value engineering. Meetings shall be accounted in half-day increments (i.e., 0 to four (4) hours expended in a single day equal one-half meeting; four (4) to eight (8) hours equal one meeting).

Design Services. Design Services include Basic Design Services and Additional Design Services, if any.

Final Completion. The full and final completion of all Work required by the CM/GC Construction Contract in accordance with the Contract Documents.

Final Punchlist. The Punchlist compiled by the Design Professional pursuant to Section 3.2.1.4 at the Inspection for Material Completion which lists all Minor Items and Permitted Incomplete Work.

Guaranteed Maximum Price (GMP). The maximum amount that Owner is obligated to pay CM/GC for construction of the Project pursuant to the GMP Change Order.

Guaranteed Maximum Price Change Order, GMP Change Order. The Change Order setting the Guaranteed Maximum Price and authorizing CM/GC to proceed to construct the entire Project pursuant to the Construction Documents.

GMP Construction Documents. This term has the definition set forth in Section 2.2.8.

GMP Cost Limitation. The GMP Cost Limitation is the Owner’s budgeted amount for construction of the Project. The GMP Cost Limitation may include funds from the Using Agency, bond funds that are authorized in the State of Georgia’s General Appropriations Act or Amended General Appropriations Act, or bond funds that are expected to be authorized in the State of Georgia’s General Appropriations Act or Amended General Appropriations Act, or other funding sources. The GMP Cost Limitation is subject to change until execution of the GMP Change Order if anticipated funding is not received by the Owner.

Interim Punchlist Completion. Completion of all Minor Items listed on the Final Punchlist.

Material Completion. Material Completion occurs when the Work of the Project is complete in accordance with the Contract Documents, except for any Minor Items or Permitted Incomplete Work, so that Owner and Using Agency can occupy and utilize the Work for its intended use.

Material Completion Date. The date by which CM/GC shall achieve Material Completion with respect to the Work of the Project.

Milestone. A date specified in the Overall Project Schedule for commencement or completion of a certain project-specific event, such as construction start, site work, etc.

Minor Item. A Minor Item is a portion of Work designed by Design Professional that is incomplete at Material Completion but does not interfere with the complete use and enjoyment of the Project by the Using Agency and which can be completed by CM/GC within thirty (30) days while the Using Agency occupies the Project without interfering with the Using Agency’s use and occupation of the Project.

Notice. The written document from any Project Team Member that invokes a right or requests a remedy under this Contract or provides any notice required by the terms of this Contract.

Non-Compliant Work. Work that, for any reason, is not in compliance with the Contract Documents in any respect, including but not limited to quality of Work or timeliness of Work. Such term shall also include the failure of CM/GC to perform any obligation of the Contract Documents in a proper or timely manner, to meet the Overall Project Schedule, or to supply an adequate and skilled work force.

Notice of Non-Compliant Work. The official notice from Design Professional in accordance with Section 3.1.7.2. regarding Non-Compliant Work.

Overall Project Schedule. The final Construction Progress Schedule that is proposed by the CM/GC, recommended by Design Professional and approved by Owner, as amended from time to time as provided in the CM/GC Construction Contract.

Payment Application. The form, and any required supporting documentation, that must be submitted by CM/GC to request payment from Owner.

Permitted Incomplete Work. Permitted Incomplete Work is Work that is required by the Contract to be completed by CM/GC after Material Completion, such as HVAC Seasonal Test and Balance or seasonal landscaping or Work that is incomplete through no fault of CM/GC, such as recently added Change Order Work that is permitted by the Change Order to be performed after Material Completion.

Preliminary Design and Construction Schedule. A schedule indicating proposed activity sequences and durations, major milestone dates for receipt and approval of pertinent information and for production of the Schematic Design Documents, Design Development Documents, and Construction Documents, as well as estimated time required for construction. 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 Owner reasonably requires.

Program. The pre-design planning documents and programmatic documents which provide the general description of the purposes and requirements of the Project.

Project. The total and complete undertaking for the public works facility to be constructed under this Contract.

Request for Information (RFI). A request issued by CM/GC to Design Professional in accordance with Section 3.1.3.1 requesting information or clarification of the Construction Documents.

Schematic Design. The beginning of the design process, sometimes commonly known as preliminary design, when Schematic Design Documents are prepared, including but not limited to the Schematic Site Plan, Floor Plans, and Elevations.

Site. The real property furnished by Owner for the Work and use of CM/GC.

Site Visit. A visit to the Site for performance of construction contract administration by the Design Professional or consultant, inclusive of all travel time, professional time, documentation time, travel expenses, meals, lodging, and incidental expenses. One site visit shall require a minimum of four (4) hours. Site Visits may be accounted in half-day increments (i.e., less than four (4) hours expended in a single day equals one-half visit).

Special Inspections. The monitoring of the materials and workmanship critical to the integrity of the building structure as required by the International Building Code.

Submittals. Shop drawings, samples, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae, or other documents that are submitted by CM/GC to illustrate some portion of the Work or for use in installing the Work. Submittals are not Contract Documents.

Using Agency. The State entity for which the Project is being constructed.

Warranty Complaint. Notice that is given by the Owner to CM/GC of apparent non-compliant or defective Work that arises or is discovered after Material Completion.

Work. All construction, materials, and services, including Design Services, required by the Contract Documents or reasonably inferable therefrom. The Work may refer to the whole Project or only a part of the Project.

## TIME

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

### Preliminary Design and Construction Schedule. Design Professional and Owner agree that the time limits shown in the Preliminary Design and Construction Schedule are reasonable and achievable. Changes in the major milestone dates and the time limits established by the Preliminary Design and Construction Schedule will require the consent of both parties, which shall not unreasonably be withheld.

### Delays by Design Professional. The Design Professional is responsible for the timely performance of its Design and Construction Contract Administration Services and assumes full responsibility for the timely performance of its consultants. The Design Professional acknowledges and agrees that, absent fault of the Owner or force majeure as defined in Section 1.4.5, if the agreed-upon design milestones in the Preliminary Design and Construction Schedule are not met due to acts or omissions of the Design Professional, then 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. If the completion of the Project is delayed by reason of acts or omissions on the part of the Design Professional, the Design Professional shall be responsible to the Owner for all reasonable costs, expenses, liabilities, or damages resulting from such delay.

### Delays by the Owner. If the Design Professional is delayed in performance of its services by any act or omission of 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 and in the Preliminary Design and Construction Schedule.

### 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. Design Professional shall take all reasonable actions to minimize the delay caused by any of the above events, and shall notify the Owner in writing of any event allowing for excuse or delay not later than seven (7) calendar days after the event the Design Professional first becomes aware, or should have become aware, of the event; otherwise the Design Professional will be deemed to have waived the excuse or delay.

# DESIGN SERVICES

## BASIC DESIGN SERVICES

### Basic Design Services. Basic Design Services shall include all normal and customary professional services of the Design Professional and its consultants required to produce Schematic Design, Design Development, and Construction Documents, and those specialized Design Services set forth in Section 2.1. Design Services shall be provided consistent with the Owner’s Instructions to Design Professionals, which is attached hereto as Exhibit F and incorporated herein. The Design Professional shall provide Construction Documents that conform to applicable building codes, laws, regulations and generally accepted construction industry standards. The Design Professional shall signify its responsibility for the Construction Documents prepared pursuant to this Contract by affixing its signature, date, and seal thereto.

### Budget Services. The Design Professional shall design this Project such that the CM/GC’s initial Guaranteed Maximum Price will not exceed the GMP Cost Limitation. In order to ensure the design is consistent with the GMP Cost Limitation, the Design Professional shall prepare and submit a Statement of Probable Construction Costs as described below. In the event that the Design Professional finds, in its opinion, that the probable construction costs will potentially exceed the GMP 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 GMP Cost Limitation or direct the Design Professional to reduce the scope of the Project. If the Owner agrees to increase the GMP Cost Limitation because the Project as designed exceeds the GMP Cost Limitation, there shall be no increase in the compensation of Design Professional under this Agreement as a result thereof. If the Owner elects to reduce the scope of the Project, the Design Professional shall, at no additional cost to the Owner, revise or redraft any and all documents necessary so as to bring the probable GMP within the GMP Cost Limitation and maintain the Preliminary Design and Construction Schedule; provided, however, if the cost of redesign is material, and the budget changes are the result of unexpected market forces, then the Design Professional shall be equitably reimbursed for such Design Services.

#### Statement of Probable Construction Cost. All Statements of Probable Construction Cost shall be provided in CSI Format. Statements of Probable Construction Cost for Schematic Design and Design Development Phases shall be in CSI Format Level 3. For Construction Documents, Statements of Probable Construction Cost shall be at CSI Format Level 3 or greater. All statements of Probable Construction Cost shall represent the facts existing as of the date of execution of the statement and 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. No Statements of Probable Construction Cost 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.

#### Submission of Statement of Probable Construction Costs. The Design Professional shall submit a Statement of Probable Construction Cost along with the Schematic Design Documents, Design Development Documents, and the Construction Documents. 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.

### Program Validation. Design Professional shall review the Program 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 Program are required, the Design Professional’s compensation and schedule may be equitably adjusted.

### Site Investigation Services. The Design Professional shall perform Site evaluation services as described herein and shall compile the information into a Site Investigations Report on the Form which is included in the CM/GC Forms Packet attached hereto as Exhibit G. Site evaluation and planning functions should proceed concurrently with the accomplishment of Schematic Design, Design Development, and Construction Documents. The Site Investigations Report shall be submitted to the Owner prior to the preparation of any Component Change Order that would involve grading or site work.

#### Preliminary Evaluation. Design Professional shall conduct a preliminary review of the Site based on information furnished by the Owner. Design Professional shall obtain a survey if one is not provided by the Owner. The Design Professional will advise the Owner of potential Site-related problems that the Design Professional notes from such review.

#### Geotechnical Analysis. The Design Professional shall select a licensed geotechnical engineer to consult with the Owner and Design Professional and perform geotechnical evaluations of the Site, complete the Stage 1 Statement set forth in the Site Investigations Report and ultimately produce the Stage 2 Statement. The Design Professional shall fully utilize 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.

#### Subsurface Utility Engineering (SUE). The Design Professional, through its consultant engineers, shall perform subsurface mapping and assessing of existing utilities at appropriate quality levels and shall coordinate the design and relocation of such utilities as needed, in accordance with ASCE standards.

### Georgia Energy Efficiency and Sustainable Construction Act of 2008 Related Services. The following services are to be provided by the Design Professional if this project is subject to the Georgia Energy Efficiency and Sustainable Construction Act of 2008 (“Energy Act”). See Section 10 of the Form of Contract to determine if the Energy Act is applicable.

#### Commissioning. The Design Professional will assist the Owner in completing the Commissioning Checklist which Checklist determines which systems must be commissioned. A copy of the Commissioning Checklist is included in the CM/GC Forms Packet. Commissioning will be performed by the party indicated in Section 10 of the Form of Contract.

#### Water Use Reductions. The Project shall be designed, constructed, and commissioned or modeled to achieve a 15 percent reduction in water use when compared to water use based on plumbing fixture selection in accordance with the Energy Policy Act of 1992, Pub. L. No. 102-486, 106 Stat. 2776. The Design Professional shall complete the Water-Use Reduction Checklist included in the CM/GC Forms Packet to certify compliance with the Water Use Reduction provisions.

#### Georgia Based Materials and Products. The Project shall be designed so that not less than 10 percent of all building materials used in the project are materials that are harvested, extracted, or manufactured in the State of Georgia where such products are commercially available. The Design Professional shall include the 10 percent minimum requirement in the specifications to ensure that sufficient Georgia based materials and products are incorporated into the Project.

### Building Commissioning Support and Coordination Services. If a separate Commissioning Agent is retained, the Design Professional shall consult with, coordinate with, and support the Commissioning Agent throughout the Design, Pre-Construction, and Construction Contract Administration Phases of the Project. The Design Professional shall cooperate with the Owner, Commissioning Agent, and CM/GC to create the Building Commissioning Plan. The Building Commissioning Plan shall include a summary of understanding of the design intent for each of the relevant building systems and shall establish critical performance criteria that indicate whether a system is properly functioning. The Building Commissioning Plan shall include a commissioning schedule listing the duration of each commissioning activity which shall be used as a basis for accomplishing the commissioning portion of the Overall Project Schedule. Additionally, the Design Professional will incorporate acceptable Commissioning Agent recommendations into the project design. Satisfactory completion of commissioning shall not relieve, alter, or diminish Design Professional’s obligations under this Contract.

### Land Disturbance Permitting. The Design Professional and its consultants are responsible for providing an initial sealed Site Plan. The CM/GC is required by the General Requirements to commence its review of the initial Site Plan at the beginning of the Pre-Construction phase. The CM/GC, with the design assistance of the Design Professional, is contractually required to obtain the land disturbance permit(s) to 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.

#### Implementation. 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 CM/GC’s responsibility to review the design of the BMPs and submit any requested changes to the Site Plan, including the CM/GC’s desired use of entrances to the site, location of CM/GC’s trailers, laydown areas, and other similar matters affecting the design and implementation of the BMPs. 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 CM/GC, 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-Construction Period.

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

#### Unit Costs, Abnormal Weather Conditions, Changes. CM/GC shall submit unit prices to cover the addition or reinstallation of BMPs, by type and linear foot. The Design Professional shall review the unit prices to determine whether they are reasonable, and if so, shall recommend Owner acceptance of the unit prices.

### Permitting and Approval of Governmental Authorities. Upon completion of the Construction Documents and approval by the Owner, the Design Professional will submit the Construction Documents to the appropriate authority for review and permitting. 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.

### Building Information Modeling. Design Professional shall produce Building Information Modeling in accordance with the GSFIC BIM Guidelines and the BIM Execution Plan.

### Basic Acoustic Treatments. For spaces without critical or specialized acoustic requirements or when the services of an acoustic specialist are not required, Design Professional will design, select materials, and coordinate with engineering consultants to meet recognized educational standards for acceptable sound levels. Example spaces include hallways, offices, conference rooms, and basic classrooms.

### Basic Audio/Visual Design. For projects without programmed, specific or specialized audio/visual requirements, the Design Professional will exercise its best professional judgment to design spaces and coordinate with engineering consultants to provide for basic current and future audio/visual needs. Example spaces would include administrative areas, conference rooms, and basic classrooms

### Basic Building Envelope Evaluation. For renovations in which exterior building elements are to be affected, or for additions to existing buildings, Basic Design Services will include evaluating those exterior elements, providing recommendations, and proposed detailing of the building exterior to achieve a weatherproof, energy efficient building.

### Basic Validation of Owner-Provided Scaled Documentation. For Projects involving renovation or expansion of existing buildings, the Design Professional shall generally observe existing conditions and notify the Owner upon discovery of any inaccuracies in the information furnished. Field measurement or other means of documentation are Additional Services.

### Basic Landscape Planning and Design. Design Professional shall provide, or secure through a landscape architect, landscape and irrigation planning for the Project and lands adjacent to the campus or facility.

### Basic Space Planning and Generic FF&E Layouts. Design Professional shall illustrate all significant furniture, fixtures, and equipment items on the project floor plans during Schematic Design Phase. All fixtures and fixed equipment to be installed or supplied by the CM/GC shall thereafter be shown through the completion of Construction Documents.

### Basic Building and Interior Lighting. The Design Professional shall provide a design utilizing standard energy-efficient lighting fixtures and systems throughout the interior and on the exterior of the building based on intended use.

### Basic Code-Required Signage. The Design Professional will include basic building, level, and room identification as well as all code-required signage using the Using Agency’s or another standard signage system.

## DESIGN DOCUMENTS

### Design Document Phases. Design Professional shall produce Schematic Design, Design Development, and Construction Documents in accordance with the Preliminary Design and Construction Schedule. Design Professional shall also produce separate sets of Construction Documents for those Components listed in Section 5 of the Form of Contract and the Construction Document Change Order. All documents shall be drafted and submitted in accordance with the Owner’s Instructions to Design Professionals. Design Professional shall provide all Construction Documents to CM/GC in electronic form in such format as required by the CM/GC and Owner.

### Design Meetings with Owner. Periodically during the initial phases of Schematic Design and Design Development, Design Professional shall schedule meetings with the Owner and Using Agency to describe the design work in progress, address questions, and prepare for Owner’s and Using Agency’s approval. The Design Professional shall take appropriate minutes and distribute them to the Owner, Using Agency, attendees, and other interested parties. After engagement of the CM/GC, Design Professional will continue to schedule meetings with the Owner and Using Agency for the purpose of completing and securing approval of the Construction Documents. CM/GC shall also be invited to all such design review meetings. Design Professional shall also schedule design coordination meetings directly with the CM/GC for the purpose of collaborating and coordinating the development of Component Construction Documents, GMP Change Order Documents, 100% Construction Documents, and the Overall Project Schedule.

### Concept Design Studies. The Design Professional shall prepare 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 design to the Owner, and will submit same to Owner for review and approval. These studies shall consider land use, the environment, master plans, traffic, parking, transportation, utilities, and functional relationships within the Project and building systems. Design Professional shall prepare and submit to the Owner cost estimates for the Concept Design Studies.

### Schematic Design Phase. Upon approval of the Concept Design Studies, the Design Professional shall prepare and submit Schematic Design Documents. These Schematic Design Documents shall represent a further development of the approved design concept, providing additional detail and specificity regarding the intended design. The Schematic Design Documents shall include site plans, building plans, and outline specifications.

##### SD Site Plan Requirements. The site plan shall illustrate paving and parking requirements, finish building grades, storm drainage solutions, existing utility locations, site retaining walls, and site lighting requirements.

##### SD Building Plan Requirements. The building plans shall include the principal floor plans, exterior wall sections, mechanical/electrical/plumbing systems outline of suggested equipment, finish schedule by room types, structural foundation system, typical structural framing system, and roof system sections. 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 to be fixed or supplied by the CM/GC shall be illustrated to scale.

#### 2.3.4.1 Schematic Design Approval. The Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Schematic Design Documents and the Statement of Probable Construction Cost. To the extent the Statement of Probable Construction Cost submitted with the Schematic Design Documents significantly deviates from the GMP Cost Limitation, the Design Professional shall discuss the deviations with the Owner and prepare and submit a plan to address the differences. 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 obtain the written approval of the Owner of the Schematic Design Documents before proceeding with the next phase.

### Design Development Phase.

#### Design Development Documents. The Design Professional shall prepare and submit to the Owner the Design Development Documents based upon approval of and comments made by the Owner regarding the Schematic Design Documents. The Design Development Documents shall include site plans, building plans, and specifications that fix and illustrate the size and character of the entire Project in its essentials.

##### DD Phase Site Plan Requirements. The site plan shall indicate building locations and site improvements (including all paved areas, site utilities, and landscaping ideas), topographical information, utility location, and demolition plans and information.

##### DD Phase Building Plan Requirements. The building plans shall include floor plans, exterior wall sections, building elevations and sections, structural foundation design, typical structural framing, preliminary finish schedule with material selections, typical interior wall types, acoustical guidelines and mechanical, electrical and plumbing system descriptions with one line diagrams reflecting the design of the HVAC, plumbing, fire protection, and electrical systems, and riser diagrams with panel information. The floor plans shall show spaces by name, number, actual net area of each space, structural module, mechanical spaces, equipment, chases and circulation area.

##### DD Phase Specification Requirements. The Design Development Documents 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.

#### Design Development Documents Approval. The Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Design Development Documents and the Statement of Probable Construction Cost. To the extent the Statement of Probable Construction Cost submitted with the Design Development Documents significantly deviates from the GMP Cost Limitation, the Design Professional shall discuss the deviations with the Owner and prepare and submit a plan to address the differences. 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 obtain the written approval of the Owner of the Design Development Documents before proceeding with the next phase.

### Construction Documents Phase.

#### Construction Documents. The Design Professional shall prepare and submit to the Owner the Construction Documents based upon approval of and comments made by the Owner regarding the Design Development Documents. The Construction Documents shall consist of building plans, site plans, specifications and all design documents required for regulatory approvals necessary to receive operating permits and a Certificate of Occupancy. The Construction Documents must indicate, in detail, the requirements for the construction of the Project (including all on-site and off-site work).

##### Specification Requirements. The specifications must be in the full Construction Specifications Institute (CSI) Division 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 specifications must provide all supplemental information and requirements included but not elsewhere covered by the Contract Documents. The Design Professional should ensure that the specifications do not conflict with the terms of the CM/GC Construction Contract.

##### Plan Requirements. The plans must include, where applicable, at least the following:

###### Civil Engineering documents to consist of grading, storm drainage, erosion control, paving, fencing, Site sanitary system, and Site water system.

###### 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.

###### Wall sections and interior elevations at scales appropriate to illustrate with sufficient detail and clarity the intended work and thereby facilitate its construction.

###### 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.

###### Structural construction drawings (e.g., structural steel and cast-in-place concrete work, as well as foundation reinforcing steel and any other structural elements) must include top of foundation elevation and complete structural details at not less than 1/2" = 1' scale.

###### 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.

###### 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. Electrical site plans at not less than 1” = 50' scale.

###### Unless approved by the Owner in writing, the Construction Documents shall not require CM/GC to provide any design or engineering services or activities. If professional design services or certifications related to systems, materials, or equipment are specifically required of the CM/GC by the Contract Documents, the Design Professional will specify all performance and design criteria that such services must satisfy. Where appropriate, the Design Professional shall indicate in the Contract Documents when particular shop drawings will require the seal of a specialty consultant before being submitted for review.

#### Construction Documents Approval. The Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Construction Documents and the Statement of Probable Construction Cost. To the extent the Statement of Probable Construction Cost submitted with the Construction Documents significantly deviates from the GMP Cost Limitation, the Design Professional shall discuss the deviations with the Owner and prepare and submit a proposal to address the differences. 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 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.

### Component Construction Documents. In accordance with the Preliminary Design and Construction Schedule, the Design Professional shall issue Component Construction Documents for those components listed in the Form of Contract. The Component Construction Documents shall be stamped and sealed by the Architect of Record or his or her engineering consultant, meet all regulatory and Fire Marshal requirements, and be sufficiently detailed to preclude the necessity for rework as the Construction Documents proceed to 100% completion. The Component Construction Documents shall be bound into a Project Manual which shall include the Contract, General Requirements, Supplementary General Requirements and Specifications.

### GMP Construction Documents. GMP Construction Documents shall be issued at the time stated in the Preliminary Design and Construction Schedule, but only when the Owner and CM/GC agree that the Construction Documents are sufficiently developed to allow detailed and accurate pricing. The GMP Construction Documents shall be stamped and sealed by the Architect of Record or his or her engineering consultant, meet all regulatory and Fire Marshal requirements, and be sufficiently detailed to preclude the necessity for rework as the Construction Documents proceed to 100% completion. The GMP Construction Documents shall be bound into a Project Manual which shall include the Contract, General Requirements, Supplementary General Requirements and Specifications.

### 100% Construction Documents. Upon completion of all Construction Documents, Design Professional shall submit them to CM/GC along with a proposed Construction Document Change Order to incorporate the Construction Documents into the Contract, unless the Construction Documents were previously incorporated into the GMP Change Order. The 100% Construction Documents shall be bound into a Project Manual which shall include the Contract, General Requirements, Supplementary General Requirements and Specifications.

### Revision or Redrafting of Construction Documents.

#### Revision if GMP Over Budget. If the CM/GC’s proposed GMP exceeds the GMP Cost Limitation, the Owner may approve an increase in the GMP Cost Limitation or require the Design Professional, without additional compensation, to revise the Construction Documents to reduce the expected Cost of Work to comply with the GMP Cost Limitation. If the Owner agrees to a Guaranteed Maximum Price that exceeds the original GMP Cost Limitation and thereupon increases the GMP Cost Limitation, there shall be no increase in the compensation of Design Professional under this Agreement as a result thereof.

#### Revision if GMP Under Budget. If the CM/GC’s proposed GMP is more than 5% below the GMP Cost Limitation, and if the Design Professional under Section 2.1.2 reduced components of the design of the Project to bring the probable cost of construction within the GMP 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 GMP Cost Limitation. Such components of the design will be implemented by Change Order.

#### Additional Information. The Design Professional shall advise the Owner of the need for any information that the Design Professional determines should be provided by testing laboratory or similar third party provider. With prior written approval of the Owner as to cost and other business terms, the Design Professional shall contract for such information or, if the Owner elects, the Owner shall contract as advised by the Design Professional. The Design Professional shall not be liable to Owner for professional judgment of third-party providers identified in this Section. 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.

### Copyright

#### Copyright. Upon execution of this Contract, the Design Professional expressly grants, assigns, and transfers, 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, and transfers 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 under U.S. laws.

#### 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.

#### Reserved Rights and License to the Design Professional. Notwithstanding the rights, ownership, grants, assignments, and transfers set forth in Sections 2.2.11.1 and 2.2.11.2, the Design Professional shall retain its rights to all its previously created standard design elements included within the Instruments of Service, including its standard details, standard specifications and other standard design documents generated and authored by the Design Professional for its repeated and regular use in other instruments of service for its clients; provided, however, that Design Professional grants and transfers an irrevocable license to Owner to use, reuse, and create derivative works of such standard design elements for use in the buildings, improvements, structures and the campus of the Project. In addition, 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.

#### 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.

#### Use of Instruments of Service. Except for the rights and licenses granted in this Section, no other license or right shall be deemed granted or implied under this Contract. The Owner permits and authorizes the CM/GC and all Subcontractors to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work.

### Forms and Specimen Documents. The forms required for the Design Professional to complete the duties required by the terms of the Contract are included in the CM/GC Forms Packet attached hereto as Exhibit G. The Design Professional acknowledges that it has reviewed the forms, including the Certificate of Material Completion, Certificate of Interim Punchlist Completion, and Certificate of Final Completion. 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.

## ADDITIONAL SERVICES

### Additional Services. Additional Services are those Design Services and Construction Contract Administration Services that are not included in the Basic Services that may be necessary because of the unique nature of the Project or the special needs of the Using Agency. Design Professional shall perform the Additional Design Services as listed on Exhibit H. The parties agree that other Additional Design Services and Construction Contract Administration Services may be required or requested by the Owner 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 C, plus reimbursable expenses pursuant to Article 4.1.6, with a limitation as to maximum amount specified.

# CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

## GENERAL CONTRACT ADMINISTRATION SERVICES

### Overall Administration. The Design Professional is responsible for administering the CM/GC Construction Contract in accordance with the terms of the CM/GC Construction Contract. The Design Professional’s Construction Contract Administration Services begin with the award of the CM/GC Construction Contract and shall commence upon Notice from the Owner that a CM/GC Construction Contract for the Project has been executed.

#### Kick-off Meeting. The Design Professional shall attend a “kick off” meeting with the selected CM/GC and all interested parties, including the Owner, Using Agency, and identified user-group. Owner or Program Manager will schedule the meeting and provide the location.

#### CM/GC Design Coordination Meetings. The Design Professional shall from time to time confer with the CM/GC regarding the CM/GC’s recommendations and comments resulting from the CM/GC’s design review. The Design Professional shall attend Design Coordination Meetings with the Using Agency, CM/GC and the Owner for the purpose of collaborating and coordinating the final design and Construction Documents.

### Pre-GMP Cost Monitoring. The Design Professional shall review each Construction Cost Estimate and Reconciled Construction Cost Estimate provided by the CM/GC. If at any time the Design Professional's Statement of Probable Construction Cost and the Construction Cost Estimate of the CM/GC are, in the Owner's judgment, not reconcilable or exceed corresponding Components of the project budget, the Owner, the Design Professional and the CM/GC shall confer to resolve such differences; and if such differences cannot be resolved, to recommend to the Owner such actions as may be necessary or appropriate to resolve such differences.

### Interpretation of the Contract Documents. The Design Professional shall act as the initial interpreter of the Contract Documents. Design Professional shall objectively interpret the terms of the Contract Documents when required by the Contract Documents and shall make decisions on or determinations of any issue, Claim, dispute, or demand arising out of the Contract Documents (hereinafter, the “Design Professional’s Decision”). In such case, Design Professional shall make its decision within fourteen (14) calendar days after proper presentation of an issue, Claim, dispute or demand arising out of the Contract Documents, unless a different time for response is required under the terms of the Contract Documents. Design Professional’s Decision must be in writing and signed by Architect of Record. All Design Professional’s Decisions on matters of aesthetics are final, conclusive, and binding on all parties if consistent with the requirements of the Contract Documents.

#### Requests for Information. Design Professional shall respond to all Requests for Information (RFI) submitted by the CM/GC promptly, but no later than within five (5) business days. Design Professional shall furnish complete, definite, and clear instructions in response to the RFI in writing, or by issuing drawings, or both. In the event instructions are given orally for expediency, they shall be confirmed in writing or by drawings within five (5) days following the oral instructions. Any such additional instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

### Monitoring the Overall Project Schedule. The Design Professional shall monitor the progress of the Work to determine compliance with the Overall Project Schedule. If the Design Professional determines that the CM/GC has failed to meet a milestone date in the Overall Project Schedule, or that the CM/GC is otherwise behind schedule and unlikely to timely reach Material Completion, the Design Professional shall issue a Notice of Non-Compliant Work.

#### Review of Overall Project Schedule and Submittal Schedule. The CM/GC is responsible for developing the Construction Progress Schedule for construction of the Work. The Design Professional shall review the Construction Progress Schedule to determine whether it is in compliance with the Preliminary Design and Construction Schedule, meets the requirements of the CM/GC Construction Contract, and is reasonable and achievable. The Design Professional shall review the Submittal Schedule to determine whether it conforms to the Overall Project Schedule and allows adequate time for review of submittals. If the Design Professional determines that the Construction Progress Schedule and Submittal Schedule meet the foregoing requirements, it shall issue its approval. If the Design Professional determines that the Construction Progress Schedule and Submittal Schedule do not meet the foregoing requirements, it shall notify the Owner and CM/GC and detail the deficiencies. The Design Professional shall review and give comment or approval within fourteen (14) days from receipt of the Construction Progress Schedule. Upon approval by the Owner and the Design Professional, the Construction Progress Schedule becomes the Overall Project Schedule that governs completion of the Work.

### Construction Progress Meetings. The Design Professional shall attend Construction Progress Meetings (also called O/A/C Meetings) periodically held by the CM/GC at the job site on a schedule determined by the CM/GC, which meetings shall be held not less than biweekly (i.e., every other week). The Design Professional shall review the minutes of the meeting and provide written comments to the minutes to the Owner and CM/GC within seven (7) calendar days after the meeting.

### Submittal Review. The Design Professional shall review all Submittals to determine compliance with the Contract Documents. Design Professional shall review and shall respond to Submittals within the time set forth in the Submittal Schedule or, if no time is provided therein, within fourteen (14) days from receipt, provided that in all instances the Submittals are submitted by CM/GC in accordance with the required Submittal Schedule, other provisions hereof, and are appropriately organized and labeled. Notwithstanding the foregoing provision, Design Professional may respond to large submittal documents, such as those with over fifty (50) sheets of drawings, within a reasonable time greater than fourteen (14) days, based on the volume and complexity of the Submittal. The Design Professional shall not redesign, add or change scope on Submittals without first requesting a change request and approval by the Owner.

#### Submittal Record. The Design Professional shall maintain a record of Submittals and copies of Submittals supplied by the CM/GC.

#### Re-submittals. The Design Professional shall be responsible for an initial review and one re-review of each Submittal. Where the subsequent Submittal is not accepted due to noncompliance with the Contract Documents, Design Professional will be entitled to the additional costs arising from additional time required by Design Professional to complete any subsequent Submittal reviews.

### Inspections of the Work. There is no local Building Inspector with jurisdiction over the Project, other than the State Fire Marshal. The Design Professional shall inspect the Work to determine compliance with the Contract Documents and applicable building codes. In addition, the Design Professional shall monitor the Work to determine compliance with the Overall Project Schedule. These inspections may be performed by a principal of the Design Professional’s firm or the Design Professional’s consultant. 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 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. The responsibility of Design Professional for enforcing the compliance with the Contract Documents 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.

#### Site Visits. The Design Professional and its consultants shall make Site Visits to the Site to perform its inspection and monitoring duties. The Design Professional shall submit, for review and approval of the Owner, a schedule of anticipated Site Visits for each design discipline that is compatible with the approved Overall Project Schedule and the number of Site Visits included in the Contract in Exhibit D. Site Visits in excess of the number stated in Exhibit D are Additional Site Visits, provided however that the Inspection for Material Completion may require multiple days to complete but shall not count as an Additional Site Visit. Additional Site Visits shall be compensated at the rates shown in Exhibit C, except that Additional Site Visits caused by the Design Professional’s breach hereof or negligent act or omission shall not be compensated. The Design Professional shall maintain a log of all Site Visits, shall notify the Owner if it determines that the number of Site Visits included in the Contract is insufficient, and shall notify the Owner that it is making an Additional Site Visit prior to making the Additional Site Visit. Upon completion of each Site Visit, the Design Professional shall submit a report noting any Non-Compliant Work and deficiencies.

#### Notice of Non-Compliant Work. If the Design Professional determines that the CM/GC’s Work is, for any reason, not in compliance with the Contract Documents in any respect, including but not limited to quality of Work or timeliness of Work, the Design Professional shall issue a Notice of Non-Compliant Work. The Notice of Non-Compliant Work shall be in writing, dated, signed by Design Professional, and addressed to CM/GC with a copy to Owner. The Notice of Non-Compliant Work shall include a description of the Non-Compliant Work, a citation to the provision of the Contract Documents (or incorporated document or standard) that has been violated, and a reasonable period to correct the Non-Compliant Work (“Cure Period”).

#### Inspections Prior to Covering Work. If the Contract Documents, laws, ordinances, or any public authority require any Work to be specially tested or inspected, CM/GC shall give Design Professional timely Notice of its readiness for inspection and, if the inspection is by any authority other than Design Professional, will inform Design Professional of the date fixed for such inspection. Owner shall pay for initial independent construction testing as required by the Contract Documents, laws, ordinances, or any public authority having jurisdiction over the Project. Such testing firms or laboratories for testing services shall be responsible to the Design Professional. Inspections by Design Professional shall be made promptly and, where practicable, at the source of supply. Design Professional shall provide written notice of its consent to cover the Work.

#### Monthly Report. Once a month a written report shall be submitted to the Owner apprising it of the progress and condition of the Work.

### Coordination of Special Inspections. In accordance with the GSFIC Special Inspections Guidelines, the Design Professional shall contract with Special Inspection Firms to perform Special Inspections as required by the Georgia Standard Codes, prepare the Statement of Special Inspections, and review and distribute all Special Inspection reports.

### Review of Payment Applications. The Design Professional shall review all Payment Applications submitted by the CM/GC and the Work included in each Payment Application to determine whether the Work billed conforms to the terms of the CM/GC Construction Contract and is properly installed. If the Design Professional determines that the Work billed complies with the terms of the CM/GC Construction Contract and is properly installed, the Design Professional shall certify the Payment Application. Such certification shall constitute a representation by the Design Professional to the Owner that to the best of the Design Professional’s knowledge, information or belief, the Work has progressed to the point indicated, and that the quality of Work is in accordance with the Construction Documents, and that the CM/GC 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 CM/GC, he or she shall state the reasons therefore and shall provide written notice to the CM/GC of the same. The Design Professional’s final certificate for payment will constitute a further representation that the conditions precedent to CM/GC being entitled to final payment as set forth in the Contract Documents have been fulfilled.

### Review of Change Orders.

#### Review of Component Change Orders. The Design Professional shall review the CM/GC’s proposed Component Change Order to determine compliance with the terms of the CM/GC Construction Contract and recommend approval or rejection. With its recommendation, Design Professional shall (i) provide an analysis of the Change Order Cost in relation to Estimates of Probable Construction Cost, and (ii) provide a recommended amount to be established by Owner as an Owner's contingency. If the CM/GC’s proposed Component Change Order Cost materially exceeds the Design Professional's Statement of Probable Construction Cost for the Component, the Design Professional shall recommend such corrective action, if any, which the Design Professional shall deem necessary or appropriate so that the Project Cost shall not exceed the GMP Cost Limitation.

#### Review of GMP Change Order. Design Professional shall review the proposed GMP Change Order, including the CM/GC’s assumptions and clarifications and updated Overall Project Schedule, to determine compliance with the CM/GC Construction Contract. The Design Professional shall recommend to the Owner approval or disapproval of the GMP Change Order within fourteen (14) days of CM/GC’s submission of the proposed GMP Change Order. With its recommendation, Design Professional shall (i) provide an analysis of the GMP Change Order Cost in relation to the prior Statements of Probable Construction Cost and to the GMP Cost Limitation; and (ii) provide a recommended amount to be established by Owner as an Owner's contingency.

#### Change Orders. Change Orders to the CM/GC Construction Contract, other than Component Change Orders or GMP Change Orders, are initiated by the Owner’s issuance of an Incumbrance Record. Design Professional shall provide a description of the changed Work and an estimate of the cost of the Work within seven (7) days of the issuance of the Incumbrance Record. The Design Professional shall review the CM/GC’s proposed Change Order Costs and increase in the Contract Time, if any, and provide its approval or rejection along with stated comments describing the reasons for such rejection within seven (7) days, unless the complexity of the change requires a longer review time.

## CLOSEOUT SERVICES

### Material Completion. Material Completion of the CM/GC Construction Contract requires that the Work be materially complete so that the Using Agency can use and occupy the entire Project for its intended purpose. The Design Professional shall cooperate with the CM/GC in preparing for and implementing the Inspection for Material Completion

#### Review of Final Documents. As a prerequisite to Material Completion, the CM/GC is required to submit certain Final Documents to the Design Professional. The Design Professional shall review the Manufacturer’s Certification of Major Building System Components, Operations and Maintenance Manuals, Initial Test and Balance Report, and Marked-Up Construction Documents to determine compliance with the terms of the CM/GC Construction Contract. The Design Professional shall not issue the Certificate of Material Completion until it has determined that the Final Documents have been submitted and are in compliance with the terms of the Contract.

#### Attend Operations and Maintenance Training. The Design Professional shall attend the CM/GC’s training of the Using Agency in the operation and maintenance of mechanical, electrical, and other major operating systems.

#### Inspection for Material Completion. The Design Professional shall schedule and conduct the Inspection for Material Completion on the date requested by the CM/GC, provided that the CM/GC has given notice of the date at least seven (7) days in advance. Upon completion of the Inspection for Material Completion, if Design Professional determines the Work has reached Material Completion, Design Professional shall execute the Certificate of Material Completion on the form included in the CM/GC Forms Packet and attach a first draft of a Final Punchlist, which may be handwritten or in electronic format and which shall list all Minor Items and Permitted Incomplete Work.

#### Issuance of Final Punchlist. Design Professional shall issue the Final Punchlist within five (5) days after the execution of the Certificate of Material Completion. The Final Punchlist shall include completion dates for the Permitted Incomplete Work. All Minor Items shall be completed within thirty (30) days of Material Completion. Design Professional shall include in the Final Punchlist amounts to be withheld from the Payment for Material Completion on account of each Minor Item and Permitted Incomplete Work. Generally, the amount to be withheld for Minor Items shall be equal to 200% of Design Professional’s value for completing each Minor Item. The amount to be withheld for Permitted Incomplete Work shall be equal to the amount to be paid for completion of the Permitted Incomplete Work. One percent of the value of the heating and cooling systems, as reported on the Schedule of Values, or a minimum of one thousand dollars ($1,000.00) shall be withheld for Mechanical and HVAC Systems. For each Manufacturer’s Certification of Major Building System Component required, a sum of not less than five hundred dollars ($500.00) shall be withheld until such certificate shall have been submitted to Owner and Using Agency.

### Interim Punchlist Inspection and Completion. Interim Punchlist Completion is completion of all Minor Items listed on the Final Punchlist. Design Professional shall conduct the Inspection for Interim Punchlist Completion upon request by the CM/GC. The Design Professional shall inspect all Minor Items and Permitted Incomplete Work. If the Design Professional determines that all Minor Items are complete, it shall issue the Certificate of Interim Punchlist Completion and note any Permitted Incomplete Work that remains to be accomplished and the date by which it is to be completed.

### Inspection of Permitted Incomplete Work. The Design Professional shall conduct inspections of completed Permitted Incomplete Work on a schedule to be agreed upon by the Design Professional and CM/GC.

### Final Completion. Final Completion is the completion of all Work, including completion of all Permitted Incomplete Work and the Seasonal Test and Balance. When all Work has been completed, inspected, and found to be in compliance with the Contract Documents, the Design Professional shall issue the Certificate of Final Completion on the form included in the CM/GC Forms Packet.

### Record Drawings and Final Documents. Upon Interim Punchlist Completion, the Design Professional shall revise the original Construction Documents based upon documents incorporated by Change Orders, additional sketches, answered RFIs and as-built documents provided by the CM/GC to show the Project “as built” (“Record Drawings”). The Design Professional shall furnish and deliver to the Owner the Record Drawings within sixty (60) days of Interim Punchlist Completion. The Design Professional shall furnish the Owner, at no additional cost, up to three (3) bound sets of Record Drawings and an electronic copy in such format as required by the Owner. Record Drawings must be sealed by the Architect of Record.

## WARRANTY PHASE SERVICES

### Warranty Complaint Review. During the year following Material Completion, the CM/GC is required to remedy any Non-Compliant work upon the receipt of a Warranty Complaint, unless the Warranty Complaint is a result of a design defect or Using Agency abuse. A Design Professional’s Decision will be issued as to whether the Warranty Complaint is a result of a design defect or user abuse.

### One Year Walk-Through. After Material Completion and prior to Final Completion, Design Professional shall attend a walk-through with the Using Agency and Owner to observe and evaluate the function of building systems to identify actual and potential warranty items, as well as any deficiencies or defects that require correction.

# COMPENSATION AND CONTRACT ADJUSTMENTS

## COMPENSATION

### Compensation for Design and Construction Contract Administration. As full compensation for the Design and Construction Contract Administration Services required by this Contract, Owner shall pay the Fee for Design Services and the Fee for Construction Contract Administration Services as listed in Section 7 of the Form of Contract, plus the cost of reimbursable expenses as outlined below.

### Compensation for Change Orders. For Change Orders not the result of the Design Professional’s breach hereof or negligent acts or omissions, the Owner shall pay the Fees for Design and Construction Contract Administration listed in Section 7.f of the Form of Contract.

### Extended Construction Contract Administration Services. If the CM/GC fails to reach Material Completion of the Project within sixty (60) days after the Material Completion Date, as amended by Change Orders, the Design Professional shall be paid for any necessary additional Construction Contract Administration Services, provided that the facts indicate that the delay is not the result of Design Professional’s breach hereof or negligent acts or omissions. 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 C, unless such services are provided as a part of Site Visit, in which case the Design Professional shall be paid for an Additional Site Visit.

### Compensation for Additional Services. Owner may, by written directive, require Design Professional to perform services that are not included in this Contract, and in such event, Owner and Design Professional shall agree upon the compensation for such services prior to the Design Professional commencing such services. If unit prices are specified in Exhibit C for Additional Services, then the total compensation for such Additional Services will be based on such unit prices. If no unit prices are included for the Additional Services and the Owner and Design Professional cannot agree upon compensation, the Owner may elect to have Design Professional perform the Additional Services at the hourly rates set forth listed in Exhibit C, plus reimbursable expenses pursuant to Section 4.1.6, with a limitation as to maximum amount specified. Owner and Design Professional shall execute an amendment for the Additional Services prior to Design Professional commencing the Additional Services. Design Professional shall not be entitled to payment for Additional Services unless and until an amendment has been properly executed for such Additional Services.

### Additional Site Visits. If the Design Professional is required to make Additional Site Visits, the Design Professional shall be reimbursed at the unit prices established on Exhibit C, provided that the Design Professional has provided written notice to Owner in advance of making such Additional Site Visit.

### Reimbursable Expenses. The Owner shall pay the Design Professional for the following Project-related costs, provided that the Design Professional provides proper documentation of the costs.

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

#### Reproduction of Documents. Design Professional shall be reimbursed at actual cost, but not greater than the most competitive market rate, for reproductions of drawings and project manuals (specifications), for review and use by Owner and Using Agency and for reviews by authorities having jurisdiction over the Project.

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

### 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 Design Services Fee substantially in accordance with the following schedule.

(a) Schematic Design Phase (20%)

(b) Design Development Phase (25%)

(c) GMP Construction Documents (30%)

(d) 100% Construction Documents (25%)

### 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 established for that phase.

### Payments to Consultants. The Design Professional shall make payments to its consultants within seven (7) days following receipt of payment from the Owner.

### Construction Contract Administration Services Fee Payment Schedule. Payments to the Design Professional on account of Construction Contract Administration Services shall be made as follows.

#### Monthly. On a monthly basis during the execution of the Work by the CM/GC and in equal amounts based on the Construction Schedule, which may be adjusted to account for design activities such as reviews of submittals, until such monthly payments equal 95% of the Construction Contract Administration Services Fee.

#### Final Payment. When the Certificate of Material Completion has been executed, and the Design Professional has provided the Record Documents, final payment shall be made in a sum sufficient to increase payment to 100% of the Construction Contract Administration Services Fee.

### Additional Services Fee Schedule. Payments to the Design Professional on account of Additional Services shall be made as follows.

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

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

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

### Payment of Pass-Through Expenses. Special Inspections, geotechnical, survey, and materials testing services shall be paid directly by the Owner to the service provider. Design Professional shall obtain advance approval from the Owner before contracting for any service that is paid for as a pass-through expense.

### Payment Due Dates and Interest. If the Owner fails to pay the amount then due and stated in a proper invoice within thirty (30) calendar days after receipt, then Design Professional shall provide a Notice thereof to Owner by certified or statutory overnight mail. If the Owner fails to pay within five (5) business days after receipt of such Notice, Design Professional shall receive, in addition to the sum stated in the proper invoice, interest at the rate of one half (½) percent per month on the unpaid balance as may be due and stated in the proper invoice.

### Invoices. Submittal of each invoice by Design Professional shall bear the signature of an authorized representative of Design Professional, which signature shall constitute the Design Professional’s representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required by this Contract, that the Reimbursable Expenses included in the invoice have been reasonably incurred, and that all obligations of the Design Professional covered by prior invoices have been paid in full. Submission of the Design Professional’s invoice for final payment and reimbursement shall further constitute the Design Professional’s representation to Owner that upon receipt from Owner of the amount invoiced, all obligations of the Design Professional to others, including its consultants, incurred in connection with the Project, will be paid in full.

### Records. Records of reimbursable expenses, including supporting documentation, and data and information pertaining to Additional Services, if any, shall be kept by Design Professional on the basis of generally accepted accounting principles and shall be available to Owner or Owner’s representatives at mutually convenient times for a period of not less than two (2) years following the later of Final Completion of the Work or termination of this Contract.

### 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 CM/GC. The Owner reserves the right to withhold payments to the Design Professional for losses connected with the Project caused by: (i) the negligent or wrongful acts or omissions of the Design Professional in performing its duties under this Contract and (ii) the Design Professional’s breach of any of its obligations under this Contract. Upon receipt of written request from the Design Professional, the Owner will 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.

## CONTRACT ADJUSTMENTS

### General.

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

#### Other Consultants. The Owner may contract with other consultants to perform services directly to the Owner without voiding this Contract. In the event the Design Professional is caused additional coordination or effort though 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 C, plus reimbursable expenses as set forth in Section 4.1.6. The Design Professional shall give Notice to the Owner prior to incurring these additional costs, and such Notice shall be a condition to recovery of such amounts.

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

#### Change in GMP Cost Limitation. Except as provided in Section 2.1.2 and Section 2.2.10.1, if prior to the execution of the GMP Change Order, the Owner increases the GMP Cost Limitation and such increase is not caused by the Design Professional and requires the Design Professional to perform additional Design Services or redesign, 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. A written amendment authorizing such additional compensation is a condition to Owner’s obligation to pay same.

#### Claims for Additional Fees. Any claim for additional fees shall be made by Notice to the Owner no more than twenty (20) calendar days after the occurrence of the event giving rise to the claim. The failure of Design Professional to provide such claim by Notice to Owner will constitute a waiver of such claim. If the claim and Notice are properly and timely submitted, and if Owner and the Design Professional cannot agree on the additional fee requested, the dispute will be resolved according to Section 5.1.

# DISPUTES AND TERMINATION

## DISPUTES

### Initial Dispute Resolution. If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the Owner and the Design Professional representatives, who shall have the authority to settle the dispute. If the Owner and the Design Professional representatives are not able to promptly settle the dispute, the senior executives of the Owner and the Design Professional, who shall have the authority to settle the dispute, shall meet within twenty-one (21) calendar days after the dispute first arises. If the dispute is not settled within seven (7) calendar days from the referral of the dispute to the senior executives, the Owner and the Design Professional may submit the dispute to mediation in accordance with Section 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 upon agreement of both parties.

#### 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.

#### 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 set forth in writing.

### Arbitration. Arbitration is not allowed under this Contract.

### Claims for Consequential Damages. The Owner retains its right to claim for consequential damages in the event the Design Professional fails to perform or otherwise breaches this Contract.

### Remedies. 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 in writing. 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 dispute resolution or legal proceedings, unless otherwise agreed by the Design Professional and the Owner in writing.

## TERMINATION

### Termination or Suspension by the Design Professional.

#### Suspension by the Design Professional for Nonpayment. If the Owner should fail to pay the Design Professional amounts due and payable hereunder, then sixty (60) days after Owner receives the Notice specified in Section 4.1.13, Design Professional may, upon seven (7) additional 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 in the amounts provided hereunder. No right to suspend or terminate will arise from Owner’s nonpayment of amounts not properly due and payable, amounts deducted or withheld pursuant to any provision hereunder, or amounts subject to a dispute under Section 5. 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 services are resumed after a proper suspension, then reasonable adjustments to the Design Professional’s compensation and the Project schedule will be made.

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

### Termination or Suspension by the Owner.

#### Suspension of Contract by the Owner. Upon receipt of a written notice to suspend services from the Owner, the Design Professional shall immediately suspend services. If such suspension is not due to the fault of Design Professional, then (i) it may request payment for all services performed and expenses incurred through the date of suspension; (ii) the Design Professional shall have no liability to the Owner for damage or the delay of the Project resulting from the suspension; and (iii) 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.

#### Termination Without Cause or For Convenience of the Owner. The Owner may at any time, and for any reason or without any reason or cause, terminate this Contract by written notice to the Design Professional specifying the termination date that shall be no less than seven (7) calendar days after receipt of the notice of termination. In event of termination under this Section, 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 Section 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.

### Termination by the Owner for Cause. If Design Professional through any cause fails to perform any of the material terms, covenants or provisions of this Contract, or fails to perform them properly, or if he or she for any cause fails to perform such services within the time required hereunder (or if no time is specified, within a reasonable time), then Owner shall have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the Design Professional. The termination date shall be no less than seven (7) calendar days after receipt of the termination notice. Upon termination, all Instruments of Service, including all drawings, models, specifications and other documents relating to the design of the Project or 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, less any damages incurred by Owner resulting from any breach hereof or negligent act or omission by Design Professional. 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. The Design Professional shall also be liable for any other damages, costs, losses and expenses (including, but not limited to, reasonable attorneys’ fees) incurred by Owner, including but not limited to any and all damages, costs, losses and expenses due to delays in the Overall Project Schedule caused by or resulting from the Design Professional’s breach hereof or negligent act or omission.

# exhibits

Exhibit A Program

Exhibit B Design Professional’s Key Personnel and Consultants

Exhibit C Schedule of Hourly Rates and Unit Prices for Additional Services

Exhibit D Schedule of Site Visits

Exhibit E Preliminary Design and Construction Schedule Exhibit F Owner’s Instructions to Design Professionals

Exhibit G CM/GC Forms Packet

Exhibit H Description of Additional Services

**EXHIBIT A**

**PROGRAM**

**EXHIBIT B**

**DESIGN PROFESSIONAL’S KEY PERSONNEL AND CONSULTANTS**

Design Professional’s Key Personnel and Role Descriptions

Position or Title Name Office Location

Principal-In-Charge      

Project Director

Insert Title

Insert Title

Insert Title

Insert Title

Insert Title

Insert Title

Insert Title

Design Professional’s Consultants and Role Descriptions

Role Description Firm or Name of Consultant

Interior Designer

Civil Engineer

Landscape Designer

Mechanical Engineer

Electrical Engineer

Plumbing Engineer

Structural Engineer

Other

Other

Other

Other

Other

**EXHIBIT C**

**SCHEDULE OF HOURLY RATES AND UNIT PRICES FOR ADDITIONAL SERVICES**

**Hourly Rates**

The following hourly rates shall apply to Additional Services in accordance with the terms of the Contract. These hourly rates may be adjustable 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.

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.
10. For Other – at a rate of $      per hour.

**Unit Prices for Additional Site Visits:**

Architect $

Civil Engineer $

Landscape Design Professional $

Civil Engineer $

Structural Engineer $

Mechanical Engineer $

Electrical Engineer $

Building Official $

Other $

Other $

**EXHIBIT D**

**SCHEDULE OF ANTICIPATED MEETINGS & SITE VISITS**

**Schedule D-1 (Part I)**: Anticipated Meetings with Owner and Using Agency to Develop and Review and Project Design

Meetings include participation by architect, structural engineer, civil engineer, mechanical engineer, and electrical engineer and specialty consultants, as needed.

*Concept Design Study Presentation to Owner*

*Schematic Design Phase*

Meeting with Using Agency & City for Utility Service Coordination

Design Charrette with Using Agency

Schematic Design Review Meetings with Using Agency

Schematic Presentation to Owner

Other meeting(s):

*Design Development Phase*

Design Development Review Meetings with Using Agency

Design Development Presentation to Owner

Other meeting(s):

*Construction Document Phase*

50% CD Review Meeting with Using Agency

100% Document Review with Using Agency & Owner

Other meeting(s):

**Schedule D-1 (Part II)**: Anticipated Site Visits to perform Construction Contract Administration or Building Official Visits

(Based upon a       month Construction Schedule)

*Standard Site Visits*

Architect       Site Visits

Structural Engineer       Site Visits

Civil Engineer       Site Visits

Mechanical Engineer       Site Visits

Electrical Engineer       Site Visits

*Other (as applicable):*

Specialty consultants       Site Visits

Commissioning Agent       Site Visits

Building Official       Site Visits

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Visits       Site Visits

*Material Completion Inspection Site Visit*

*(Inspection for Material Completion may require multiple days but shall not count as an Additional Site Visit)*

*Interim Punchlist Inspection Site Visit*

*One Year Inspection Site Visit*

**EXHIBIT E**

**PRELIMINARY DESIGN AND CONSTRUCTION SCHEDULE**

**EXHIBIT F**

**OWNER’S INSTRUCTIONS TO DESIGN PROFESSIONALS**

GSFIC Process Guide – The GSFIC Process guide is available on-line at

http://gsfic.georgia.gov/construction-agreements-agency-request-form

**EXHIBIT G**

**CM/GC FORMS PACKET**

Forms necessary for the completion of this contract are available in the CM/GC Forms Packet. The CM/GC Forms Packet is available on-line at <http://gsfic.georgia.gov/construction-agreements-agency-request-form>Downloadable, fillable versions of the forms are also available through eBuilder, the Owner’s web based project management system.

**EXHIBIT H**

**DESCRIPTION OF ADDITIONAL SERVICES**

# Supplementary GENERAL requirements

1. Design Professional shall be required to use the Owner’s free Project Management Program, E-Builder, for contract administration processes including but not limited to Requests for Information, Change Orders, Payment Applications, Notices of Non-Compliant Work and Incumberance Records.  The Design Professional shall also use E-Builder for transmitting documents for GSFIC’s Constructability and Code Compliance Review. The Design Professional shall attend a training session at the Owner’s office, or other mutually agreeable location, within thirty (30) days of the execution of this Contract.   The Design Professional shall contact the Owner’s Project Manager within fourteen (14) days of the execution of this contract to schedule the training session.