

**STANDARD FORM OF CONTRACT
FOR ARCHITECTURAL SERVICES
BETWEEN THE
ATLANTA PUBLIC SCHOOLS
AND THE
ARCHITECT**

Architect:

Project Name:

Address:

Project No.:

Description:

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CONTRACT FOR ARCHITECTURAL SERVICES

This contract (the “**Contract**”) is made and entered into by and between the **Atlanta Independent School System** (the “**Owner**”) and _____ (the “**Architect**”). This Contract is executed under seal and shall be effective on the date executed by the last party to execute it.

The architectural services required by this Contract are to be rendered for a construction project identified as _____ the “**Project**”).

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

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

In order to induce Owner to execute this Contract and recognizing that Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Contract or implied by operation of law, Architect, by executing this Contract, makes the following express representations and warranties to Owner:

1.1 Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over Architect and the Project;

1.2 Architect has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until Architect’s duties hereunder have been fully satisfied;

1.3 Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

1.4 Architect shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations; and

1.5 Architect assumes full responsibility to Owner for the improper acts and omissions of Architect’s consultants or others employed or retained by Architect in connection with the Project.

ARTICLE 2

PRELIMINARY CONSULTATION, EXAMINATION AND REPORT

Prior to the preparation of the preliminary design as required by Article 3 below, Architect shall first consult in detail with Owner, and shall carefully examine any information provided by Owner concerning Owner's policies, purposes, concepts, objectives, desires, and design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements, and any other information provided by Owner concerning Owner's criteria for the Project (collectively, all of the foregoing information may be referred to as the "**Owner's Criteria**"). Following such examination, and in no event later than fifteen (15) days after the effective date of this Contract, Architect shall prepare and submit to Owner a written report detailing Architect's budgetary, operational, or other problems or recommendations which may result from the Owner's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate, addressing each of such identified problems.

ARTICLE 3

DESIGN NARRATIVE AND PRICE ESTIMATES

3.1 After reviewing with Owner the written report required by Article 2 above, agreeing upon any proposed solutions to identified problems resulting from the Owner's Criteria, and in no event later than thirty (30) days after the effective date of this Contract, Architect shall draft and submit to Owner a "**Design Narrative**" for the Project. The Design Narrative shall be consistent with the Owner's Criteria, as, and if, modified, and shall include the following:

3.1.1 Preliminary site, floor or other plans which depict as appropriate each of the basic aspects of the Project including, but not necessarily limited to, the size, location and dimensions of each structure;

3.1.2 Preliminary plans which depict each exterior view of each structure;

3.1.3 A floor plan for each room within the Project and the dimensions thereof;

3.1.4 Written preliminary specifications, together with preliminary plans, if and as necessary or useful to Owner, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project;

3.1.5 A written description of the equipment and materials to be specified for the Project and the location of same; and

3.1.6 Any other documents or things necessary or appropriate to describe and depict the preliminary design and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

3.2 As a part of completing the Design Narrative, Architect shall submit to Owner in writing (see Exhibit E), its estimate of the contractor's anticipated price for constructing the Project. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Design for Construction (as said term is defined in Section 4.1 below), Architect shall update and refine the preliminary estimate of the contractor's anticipated price for constructing the Project. At a minimum, Architect shall submit to Owner in writing its updated and refined estimate of the

contractor's anticipated price for constructing the Project at the following design stages: (i) 65% completion of the Design for Construction; (ii) 95% completion of the Design for Construction; and (iii) 100% completion of the Design for Construction. With each estimate, Architect shall submit to Owner such backup and supporting documentation as Owner may require. Architect shall advise Owner of any adjustments to previous estimates of the contractor's anticipated price for constructing the Project indicated by changes in Project requirements or general market conditions. If at any time Architect's estimate of the contractor's anticipated price for constructing the Project exceeds Owners budget, Architect shall make appropriate recommendations to Owner to adjust the Project's size, quality or budget.

3.3 In preparing estimates of the contractor's anticipated price for constructing the Project, Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction acceptable to Owner are to be included in the Design for Construction; to make reasonable adjustments in the scope of the Project acceptable to Owner and to include in the Design for Construction alternate bids acceptable to Owner as may be necessary to adjust the estimated contractor's anticipated price for constructing the Project to meet Owner's budget.

ARTICLE 4

DESIGN FOR CONSTRUCTION

4.1 Upon written direction from Owner, after reviewing with Owner the preliminary design required by Article 3 above, and after incorporating any changes or alterations authorized or directed by Owner with respect to the preliminary design or with respect to the Owner's Criteria, as, and if, modified, and in no event later than one hundred eighty (**180**) days after the effective date of this Contract, Architect shall draft and submit to Owner the "**Design for Construction**". The Design for Construction shall include, without limitation, plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for construction of the Project. In preparing the Design for Construction, including without limitation any changes thereto, Architect shall, as and when necessary, file and review all plans and specifications with all departments, divisions and offices of the State of Georgia and of Fulton County having jurisdiction and requiring such filing or review, including without limitation the State of Georgia Department of Education, State of Georgia Environmental Protection Division, Fulton County Building Department, Fulton County Development Department and Fulton County Fire Marshall, and incorporate all required review comments into the plans and specifications. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's Criteria), and memoranda of policy furnished by Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by Owner. In preparing the Design for Construction, Architect shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Architect shall be responsible for designing the Project in accordance with the analyses and recommendations of its geotechnical consultant.

The services required of Architect under this Contract do include, without limitation, an Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services required by law or otherwise necessary to provide permissible drawings and specifications,

4.2 All plans and specifications shall bear the signature and seal of the Architect. Structural, electrical, and mechanical plans and specifications shall also bear the signature and seal of the respective engineers, licensed in the State of Georgia. One set of all plans and specifications, properly signed and sealed, shall be furnished to Owner. In addition;

4.2.1 Architect shall provide Owner with all final plans on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000;

4.2.2 Architect shall provide Owner with 11" x 17" prints of the final site plan, grading plan, staking plan, and overall floor plan; and

4.2.3 The maximum drawing sheet size shall be 30" x 42".

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

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

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

4.4 Architect shall design all buildings in such manner that, if such buildings are constructed in accordance with the construction contract between Owner and contractor (hereinafter "**Construction Contract**"), such buildings will be free from leaks.

4.5 Architect agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. Architect shall take no calculated risks in the design of the work. Architect agrees that in the event it cannot design the work within Owner's financial limitations without disregarding sound principles of design or in the event Architect is requested by any person, agency, or public body to make any changes involving quality or quantity of the work, Architect shall give written notice to Owner and obtain written direction from Owner before proceeding.

4.6 Architect acknowledges and agrees that Owner does not undertake to approve or pass upon matters of design and that Owner, therefore, assumes no responsibility for design. Architect acknowledges and agrees that the review of plans and specifications by Owner is limited to determining whether such documents are generally consistent with Owner's Criteria, as, and if, modified. Owner does not undertake to inquire into the adequacy, fitness, suitability, or correctness of engineering or architectural design.

Architect agrees that no review of plans and specifications by Owner or by any person, body, or agency shall relieve Architect of the responsibility for the adequacy, fitness, suitability, and correctness of architectural and engineering design and for designing the work in accordance with sound and accepted engineering and architectural principles.

4.7 Architect shall create and provide to Owner a list of the plans, specifications and

other documents constituting the Design for Construction (the “**Design Document List**”). Architect shall update the Design Document List and provide such updates to Owner and the contractor as and when Owner authorized addenda, Change Orders (as said term is defined in the Construction Contract), or other Owner authorized revisions to the Design for Construction are issued. Architect shall ensure that the Design Document List is at all times accurate, complete and current, taking into account all Owner authorized changes to the Construction Contract.

ARTICLE 5

FINAL PRICE ESTIMATE

5.1 Contemporaneously with the submission of the Design for Construction, Architect shall submit to Owner in writing its final estimate of the contractor's anticipated price for constructing the Project. The final estimate of the contractor's anticipated price for constructing the Project shall be prepared and submitted in accordance with the requirements of paragraphs 3.2 and 3.3 above. Once submitted, the final anticipated price estimate shall not be increased or decreased by Architect unless the Design for Construction is changed upon authorization by Owner. In such event the final anticipated price estimate shall be adjusted by Architect to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.

ARTICLE 6

EXCEEDING AN ESTABLISHED STATED COST LIMITATION

6.1 Prior to directing Architect to proceed with preparation of the Design for Construction, Owner may establish and communicate to Architect a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the “**Stated Cost Limitation**” the event Architect's final anticipated price estimate as required by Article 5 exceeds the Stated Cost Limitation, or in the event the lowest bid or guaranteed maximum price or negotiated proposal from a qualified contractor exceeds the Stated Cost Limitation, Owner may require Architect, at no cost to Owner, to consult with Owner and to revise the Design for Construction so as to obtain a bid price or proposal at or below the Stated Cost Limitation. Absent clear and convincing evidence of gross negligence of Architect in making its final anticipated price estimate or in designing the Project without regard to the Stated Cost Limitation, providing such revisions shall fulfill Architect's liability to Owner in connection with the Stated Cost Limitation.

ARTICLE 7

DUTIES, OBLIGATIONS AND RESPONSIBILITIES AFTER DESIGN

7.1 Architect shall assist Owner in obtaining bids or proposals and in tabulating bids and assessing the qualifications of bidders.

7.2 During construction of the Project, and at all times relevant thereto, Architect shall have and perform the following duties, obligations, and responsibilities:

7.2.1 In addition to its duties, obligations and responsibilities set forth in the following paragraphs of this Article 7, Architect shall have and perform those duties, obligations and responsibilities of Architect set forth in the Construction Contract.

Architect hereby acknowledges that it has received, reviewed and studied a true and correct unexecuted copy of the form of the Construction Contract and same is herein incorporated by reference. Any changes to the form of Construction Contract made by Owner shall be enforceable under this Contract unless such change is inconsistent with this Contract and Architect specifically objects to such change, in writing, not later than five (5) days from Architect's receipt of such change;

7.2.2 Architect shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from Owner to the contractor shall be given to the contractor by Architect;

7.2.3 Upon receipt, Architect shall carefully review and examine the contractor's schedule of values, together with any supporting documentation or data which Owner or Architect may require from the contractor. The purpose of such review and examination shall be to protect Owner from an unbalanced schedule of values which allocates greater value to certain elements of the work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the schedule of values is not found to be appropriate, or if the supporting documentation or data is inadequate, the schedule of values shall be returned to the contractor for revision or supporting documentation or data. After making such examination, if the schedule of values is found to be appropriate as submitted, or if necessary, as revised, Architect shall sign the schedule of values thereby indicating its informed belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Contract Price to the contractor;

7.2.4 Architect shall carefully inspect the work of the contractor whenever and wherever necessary, including without limitation, within 24 hours of Owner's request, and shall, at a minimum, inspect work at the Project site no less frequently than once per week. Such inspections shall be performed personally by a principal of Architect's firm, licensed in the State of Georgia, at least once per month. Architect shall require its consultants to participate in such inspections and to generate a written report thereof, a copy of which shall be provided to Owner, with respect to their respective disciplines periodically as necessary to protect Owner. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. While performing such inspections, Architect shall protect Owner from deficient or defective work, from unexcused delays in the schedule and from requests for payment which could result in overpayment to the contractor. Within three (3) days of each inspection Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to Owner;

7.2.4.1 In addition to any other inspections required by this Contract, Architect, through its consultant(s) as applicable, shall timely inspect the installation of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.2 In addition to any other inspections required by this Contract, Architect, through its consultant(s) as applicable, shall timely perform such weekly inspections and inspections after rain (or other precipitation) as are required by the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.3 Architect, through its consultant(s) as applicable, shall perform the duties, obligations and responsibilities of the “design professional” under the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit. As used in the immediately preceding sentence, the term “**design professional**” shall have the meaning ascribed to it in the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.4 Excepting only the preparation of the Erosion, Sedimentation and Pollution Control Plan referred to in paragraph 4.1, the inspections referred to in paragraphs 7.2.4.1 and 7.2.4.2, and the performance of the duties, obligations and responsibilities of the “design professional” referred to in paragraph 7.2.4.3, Architect shall ensure that the construction contractor provides, satisfies or otherwise complies with all requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.5 Architect shall initially approve periodic and final payments owed to the contractor under the Construction Contract predicated upon inspections of the work as required in paragraph 7.2.4 hereinabove and evaluations of the contractor’s rate of progress in light of the remaining time under the Construction Contract and shall issue to Owner approvals of payment in such amounts. By issuing an Approval of Payment to Owner, Architect reliably informs Owner that Architect has made the inspection of the work required by paragraph 7.2.4 above, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the contractor’s work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, Owner is obligated to make payment to the contractor of the amount approved;

7.2.6 Architect shall promptly provide appropriate interpretations as necessary for the proper execution of the work;

7.2.7 Architect shall reject in writing any work of the contractor which is not in strict compliance with the Construction Contract unless directed by Owner, in writing, not to do so;

7.2.8 Architect shall require inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;

7.2.9 Architect shall receive and promptly examine, study, and approve, or otherwise respond to, the contractor’s shop drawings and other submittals. Approval by Architect of the contractor’s submittal shall constitute Architect’s representation to Owner that such submittal is in conformance with the Construction Contract;

7.2.10 Architect shall receive and promptly examine and promptly consult with and advise Owner concerning requests for Change Orders from the contractor. Upon request by Owner, Architect shall draft Change Orders, whether initiated by Owner, or by the contractor and approved by Owner, in accordance with the Construction Contract.

No change in the Construction Contract, such as the price, the work, or the time for completion, may be made without the written consent of Owner;

7.2.10.1 Architect may, with the prior approval of Owner, authorize or direct minor changes in the work which are consistent with the intent of the Construction Contract and do not involve a change in: the price of the Construction Contract; the time for construction; the Project scope; aesthetics; visual concepts; or approved design elements. Such minor changes shall be issued by written field order.

7.2.10.2 Architect shall timely administer and manage all Change Order requests and Change Orders, and shall maintain appropriate records relative to Change Orders, including, without limitation, a log of all Change Order requests and proposals, all actions taken thereon, the dates thereof, the estimated and actual amounts of Change Orders;

7.2.10.3 Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, Change Order requests and Change Orders;

7.2.10.4 Architect shall review all Change Order requests or proposals submitted, and, within ten (10) days after receipt thereof, or more expeditiously if necessary to avoid delay to the construction schedule, Architect shall advise Owner in writing as to:

- .1 the description and nature of the proposed change and by whom the change has been requested;
- .2 the cause of the proposed change and whether the proposed change is due to error or omission, unforeseen conditions, owner requested change or other cause;
- .3 the necessity of the proposed change;
- .4 the purpose of the proposed change;
- .5 the advantages and disadvantages of the proposed change;
- .6 the likely cost of the proposed change;
- .7 the likely effect on the construction schedule of the issuance or non-issuance of the proposed Change Order;
- .8 all other impacts and problems that may result from the issuance or non-issuance of the proposed Change Order;
- .9 any reasonable alternatives to the proposed change; and
- .10 the course of action recommended by Architect.

7.2.11 Architect shall require its consultants to participate in inspections of the Project regarding the determination of whether substantial completion has been

achieved and the determination of whether final completion has been achieved, and shall require each consultant to prepare a written listing of those matters, if any, yet to be finished, copies of which shall be furnished to Owner together with Architect's written listing of matters, if any, yet to be finished. Based upon inspections of the Project, Architect shall certify in writing to Owner the fact that, and the date upon which, the contractor has achieved Substantial completion of the Project and the date upon which the contractor has achieved Final completion of the Project;

7.2.12 Architect shall transmit to Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the contractor;

7.2.13 Architect shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by Owner, and Architect shall make available to Owner any personnel or consultants employed or retained by Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project;

7.2.14 Architect shall review any as-built, or record, drawings furnished by the contractor and shall certify to Owner that same are adequate and complete;

7.2.15 Architect shall be responsible for any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by Architect or its consultant(s), or both, and in any other work or services performed by Architect or its consultant(s), or both. Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by Architect or its consultant(s), or both, and in any other work or services performed by Architect or its consultant(s), or both. Architect at no additional cost will render assistance to Owner in resolving problems relating to the design or specified materials. In addition, Owner may deduct from Architect's fee any premium costs incurred by Owner for additional work by the contractor due to errors and omissions. Architect will receive no additional fee from increased construction costs for work due to errors and omissions.

7.2.16 It shall be the responsibility of Architect to utilize its position as architect to enforce the strict performance by the contractor of the Construction Contract and such responsibility shall not be relieved or affected by the actions or inspections of any agents or employees of Owner. Architect agrees that the responsibility assumed by Architect for approving, accepting, consenting to the covering of, and approving work for payment is not shared with any agents or employees of Owner; and,

7.2.17 Once site work begins, Architect shall attend a job site progress meeting at least once every week.

ARTICLE 8

INDEMNITY

8.1 Architect shall indemnify and hold harmless Owner from and against all liability, claims, loss, costs and expense arising out of, or resulting from, the services of Architect. In the event Owner is alleged to be liable on account of alleged acts or omissions, or both, of Architect. Architect shall defend such allegations through counsel chosen by Owner and

Architect shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees actually incurred and expenses, court costs, expert witness fees and expenses.

ARTICLE 9

SCHEDULE

9.1 Time is of the essence in the performance of this Contract. Within seven (7) days of the execution hereof, Architect shall provide Owner with a proposed schedule for performance by Architect hereunder ("**Design Schedule**"), which shall include allowance for adequate time for Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule shall be presented in whatever format, with such detail, and backed up with whatever supporting information Owner requests. At a minimum, the Design Schedule shall include the design milestones set forth in this Contract and shall include itemized tasks, separated by project phase if applicable, substantially as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference, and shall include for each task: duration, start date, finish date, percentage completion, and a bar chart calendar. Critical tasks and interrelation of tasks shall be shown. The Design Schedule, if approved by Owner, shall constitute the schedule for performance by Architect of its duties hereunder, and shall not, except for good cause, be exceeded by Architect. Not less frequently than monthly (unless the parties otherwise agree in writing) Architect shall update the Design Schedule to show actual progress and provide a copy to Owner. Should Architect, at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner in writing. In such notice, Architect shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay.

ARTICLE 10

PERSONNEL AND CONSULTANTS

10.1 Architect shall assign only qualified personnel to perform any service concerning the Project. Architect's management, design, and construction administration staff assigned to the Project shall have experience in school construction. Owner shall have the right, but not the obligation, to interview the management, design, and construction administration staff that will be assigned to this Project. At the time of execution of this Contract, the parties anticipate that the following named individuals will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by Architect or its consultants, they shall perform the functions indicated next to their names.

10.2 Owner shall have the right, but not the obligation, to review the consultants being

considered for this Project prior to Architect entering into a subcontract with such consultant. Architect shall not enter into a subcontract with an intended consultant with reference to whom Owner objects in writing. Any objection, lack of objection, or consent by Owner shall in no way relieve Architect of any of its duties or warranties under the Contract. Identified below are Architect's proposed consultants for the disciplines stated, and such proposed consultants shall not be changed by Architect without Owner's prior written consent:

Geotechnical: _____
 Civil: _____
 Structural: _____
 Mechanical: _____
 Electrical: _____
 Landscape Architect: _____
 Kitchen Consultant: _____

All consultants retained by Architect in connection with the services required by this Contract shall be retained at Architect's sole cost and expense.

ARTICLE 11

PAYMENTS

For its assumption and performance of the duties, obligations and responsibilities set forth herein, Architect shall be paid as follows:

11.1 Architect shall be paid for those services required by this Contract the sum of _____ Dollars and No Cents (\$_____), allocated in the following manner (see Exhibit F):

<u>Milestone Description</u>	<u>Allocated Percentage of Amount Set Forth In Paragraph 11.1</u>
11.1.1 Completion of Schematic Design Phase	10%
11.1.2 Completion of Design Development Phase	10%
11.1.3 Completion of Construction Documents Phase	46%
11.1.4 Bid & Award	0%
11.1.5 Construction Administration (Through Substantial completion)	29%
11.1.6 Completion of Post Construction Phase	5%
Total	100%

11.2 For the assumption and performance of any duties, obligations and responsibilities other than those services required by this Contract, provided same are first authorized in writing by Owner, Architect shall be paid, subject in each case to such supporting documentation as Owner may require, as follows:

(a) For the number of hours actually, reasonably and properly expended by Architect's personnel in the performance of such duties, obligations and responsibilities other than those services required by this Contract, Architect shall be paid at the applicable hourly rate set forth below opposite the title/position of such personnel

performing such services:

Title/Position	Hourly Rate
Principal:	\$ _____ per hour
Director:	\$ _____ per hour
Project Architect	\$ _____ per hour
Project Manager:	\$ _____ per hour
Project Coordinator:	\$ _____ per hour
Interior Designer:	\$ _____ per hour
Project Captain:	\$ _____ per hour
Technical Staff:	\$ _____ per hour
Contract Administrator:	\$ _____ per hour
Clerical:	\$ _____ per hour

(b) For additional engineering or consultant services actually, reasonably and properly hired by the Architect to perform any such duties, obligations and responsibilities, Architect shall be reimbursed for the cost actually, reasonably and properly incurred by Architect for such services.

11.2.1 For the avoidance of doubt, the services required of Architect by this Contract do not include, unless otherwise amended to the contrary:

- (a) flood plain study and delineation;
- (b) wetlands study and delineation;
- (c) offsite utility system design;
- (d) domestic and fire water wells, towers or pressure booster systems design;
- (e) civil engineering services, studies, drawings/specifications required for off-site road developments/improvements required by City of Atlanta Public Works or Georgia Department of Transportation;
- (f) interior design services other than color selections.

11.3 In addition to the payments provided for hereinabove, and subject to the two immediately succeeding sentences of this paragraph 11.3, Architect shall be entitled to receive payment for reasonable expenses actually and properly incurred by Architect in connection with the Project and documented with such supporting documentation as Owner may require. Such expenses, however, are limited to transportation, long-distance calls, and actual cost of copying and postage or other reasonable mode of transmission of plans, specifications and other project documents. The aggregate sum of such expenses shall not exceed the amount of _____ Dollars and No Cents (\$ _____) without first receiving written authorization therefore from Owner and all expenses in excess of said amount shall be paid by Architect without reimbursement from Owner;

11.4 If Architect's duties, obligations and responsibilities are materially changed through no fault of Architect after execution of this Contract, compensation due to Architect shall be equitably adjusted, either upward or downward;

11.5 As a condition precedent for any payment due under this Article 11, Architect shall submit monthly to Owner, unless otherwise agreed in writing by Owner, an invoice requesting payment for services properly rendered and expenses due hereunder. Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to paragraphs 11.2 or 11.4 hereinabove, and the person(s) rendering such service. Architect's invoice shall be in such form and content and shall be accompanied by such supporting documentation or data as Owner may require. If payment is requested for services rendered by Architect pursuant to paragraph 11.1 hereinabove, the invoice shall additionally reflect the allocations as provided in said paragraph and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of Architect, which signature shall constitute Architect's representation to Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Architect that payment of any portion thereof should be withheld. Submission of Architect's invoice for final payment shall further constitute Architect's representation to Owner that, upon receipt by Owner of the amount invoiced, all obligations of Architect to others, including its consultants, incurred in connection with the Project, will be paid in full;

11.6 In the event that Owner becomes credibly informed that any representations of Architect as set forth in paragraph 11.5 are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction. Without limiting Owner's other rights under this Contract or applicable law, Architect expressly authorizes Owner to withhold and deduct from the contract amounts otherwise due Architect "premium costs" incurred by Owner on account of any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by Architect or its consultant(s) or both. As used in the immediately preceding sentence, the term "**premium costs**" means costs that would not have been incurred if such drawings, specifications or other documents had been prepared free of any errors, omissions, deficiencies, inconsistencies or conflicts;

11.7 Owner shall make payment to the Architect of all sums properly invoiced under the provisions of this Article 11 and **Exhibit "B"** hereto within thirty (30) days of Owner's receipt of such invoice.

ARTICLE 12

PROJECT RECORDS

12.1 All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of Architect or Architect's consultants, shall be made available to Owner for inspection and copying upon written request of Owner. Additionally, said records shall be made available, upon request by Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by Architect and its personnel in performing the obligations of this Contract and the records of expenses incurred by Architect in its performance under said Contract. Architect shall maintain and protect these records for no less than ten (10) years after final completion of the Project, or for any longer period of time as may be required by

applicable law or good architectural practice.

ARTICLE 13

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

Owner shall have and perform the following duties, obligations and responsibilities to Architect:

13.1 Owner shall provide Architect with all information requested by Architect and in Owner's possession, including the Owner's Criteria;

13.2 Owner shall review any documents provided by or through Architect requiring Owner's decision, and shall make any required decisions;

13.3 Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;

13.4 As may be mandated by law or called for by the Construction Contract, Owner shall, at its own expense, provide for all required tests, inspections, filings, studies or reports (except for those tests, inspections, filings, studies or reports expressly required of Architect, its consultants, or both, by this Contract);

13.5 In the event Owner learns of any failure to comply with the Construction Contract by the contractor, or of any errors, omissions or inconsistencies in the work product of Architect, and in the further event that Architect does not have notice of same, Owner shall inform Architect;

13.6 Owner shall afford Architect access to the Project site and to the work as may be reasonably necessary for Architect to properly perform its services under this Contract;

13.7 Owner shall perform its duties set forth in this Article 13 in a timely manner;

13.8 Except for documents requiring Owner's decision as set forth in paragraph 13.2 above, Owner's review of any documents prepared by Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The review of such documents shall not relieve Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

ARTICLE 14

APPLICABLE LAW

14.1 The law applicable to this Contract is the law of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. Architect irrevocably consents to the non-exclusive venue of the courts sitting in the county in which the Project is located regarding any matter arising out of or relating to this Contract.

ARTICLE 15

OWNERSHIP OF THE PRELIMINARY DESIGN AND THE DESIGN FOR CONSTRUCTION

15.1 The preliminary design and the Design for Construction shall become and be the sole property of Owner. Architect may maintain copies thereof for its records and for its future professional endeavors.

ARTICLE 16

SUCCESSORS AND ASSIGNS

16.1 Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 17

NO THIRD PARTY BENEFICIARIES

17.1 Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

ARTICLE 18

ERRORS AND OMISSIONS INSURANCE

18.1 Architect shall maintain errors and omissions insurance at all times this Contract is in effect and for a period of three (3) years after Final completion of the Project with a minimum level of coverage equal to or greater than twenty percent (20%) of the stated cost limitation of the Project, but not less than two hundred fifty thousand dollars (\$250,000) for the Project and a maximum deductible of fifty thousand dollars (\$50,000). The coverage provided herein shall contain an endorsement providing for sixty (60) days notice to Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to Owner and shall be in form acceptable to Owner.

ARTICLE 19

OTHER INSURANCE

19.1 Architect shall also maintain insurance in accordance with the requirements of **Exhibit "C"** attached hereto and incorporated herein by reference.

ARTICLE 20

TERMINATION

20.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

20.2 This Contract may be terminated by Owner without cause upon seven (7) days written notice to Architect. In the event of such a termination without cause, Owner shall pay Architect for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, Architect shall promptly submit to Owner its invoice for final payment which invoice shall comply with the provisions of Article 11.

ARTICLE 21

COOPERATION WITH CONSTRUCTION MANAGER AND PROGRAM MANAGER

21.1 In the event Owner gives Architect written notice that Owner will employ the services of a construction manager or program manager, then the terms of this Article 21 shall apply to the services provided by Architect.

21.2 In the event Owner gives Architect written notice that Owner will employ the services of a construction manager, the term “**contractor**” as used in this Contract shall mean “**Construction Manager**” and the term “**Construction Contract**” as used in this Contract shall mean that “**Construction Management Contract**” entered into by and between Owner and Construction Manager.

21.3 Architect shall fully cooperate with Owner’s Construction Manager and, if applicable, the program manager. Such cooperation shall include, without limitation, providing any requested information to the Construction Manager and, if applicable, the program manager, and advising, meeting with, consulting with, and coordinating with Construction Manager and, if applicable, the program manager.

21.4 Architect acknowledges that it has received, reviewed, and studied the contract between the Owner and Construction Manager. To the extent that the Construction Manager is authorized by its contract with Owner to act as the agent of Owner, Architect agrees to comply with all directions and instructions given by Construction Manager. To the extent that Construction Manager is authorized and responsible for providing certain services delegated to Architect hereinabove, Architect’s role with reference thereto shall be to advise, consult, and cooperate with Construction Manager in its provisions of such services.

21.5 Architect is not a third-party beneficiary of any agreement by and between Owner and Construction Manager or any program manager. It is expressly acknowledged and agreed that Architect’s duties to Owner are independent of, and are not diminished by, any duties owed to Owner by Construction Manager or any program manager.

ARTICLE 22

PROHIBITION AGAINST CONTINGENT FEES

22.1 Architect by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23

MANDATORY ADDENDUM AND ASBESTOS STATEMENT

23.1 Pursuant to the requirements of the Georgia Department of Education, the **“Mandatory Addendum to the Owner/Architect Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds”** attached hereto as **Exhibit “B”** is hereby incorporated herein and made a part hereof.

23.2 The Architect shall sign and deliver to the Owner the **Asbestos Statement of Declaration**, attached hereto as **Exhibit “D,”** or in such other form as may be required by the Georgia Department of Education, at such time as Owner may require.

ARTICLE 24

ENTIRE AGREEMENT

24.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both Owner and Architect.

ARTICLE 25

MISCELLANEOUS

25.1 Throughout the performance of its duties under this Contract, Architect shall comply with, and shall provide all services necessary for Owner to comply with, all laws applicable to the design of the Project or the administration of the Construction Contract, including without limitation the rules, guidelines, and other requirements of the State of Georgia Environmental Protection Division, the State of Georgia Department of Education and the ordinances and codes of Fulton County, Georgia and the City of Atlanta, Georgia.

25.2 Unless otherwise expressly provided to the contrary in this Contract, the term **“day”** shall mean calendar day.

25.3 In addition to, and not in limitation of, Architect’s other obligations under this Contract, Architect shall, without additional compensation, promptly assist Owner in resolving any problems arising out of, resulting from or relating to the design of the Project or the materials or equipment specified by Architect or its consultant(s).

25.4 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Architect's services, Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the City of Atlanta Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

CONTRACT FOR ARCHITECTURAL SERVICES

OWNER:

The Atlanta Board of Education
130 Trinity Avenue
Atlanta, Georgia 30303

By: _____
Superintendent

(Date of Execution)

ARCHITECT:

By: _____
Print Name:
Title:

(Date of Execution)

EXHIBIT "A"
ARCHITECT'S SCOPE OF SERVICES

The Basic Services below to be performed by Architect consist of professional tasks which have as their objective the design, production of technical documents and construction administration to provide Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in the Contract. The facility shall be suitable for the purposes for which it is intended, comply with all applicable codes and laws, and be completed on a timely basis within the approved construction budget. The services are described under the Project Phases (hereinafter set forth) in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase. These Phases may be divided to facilitate the procurement of segregated portions of the Work, pursuant to the approved **MANAGEMENT PLAN AND CRITICAL DATES SCHEDULE**.

PHASE I

A. **PRE-CONTRACTUAL**

Upon receipt of notification from Owner that you have been designated as Architect for the Project, the following tasks should be completed prior to execution of the Contract.

1. Review scope and type of project.
2. Review program requirements for completeness and suitability with Owner's construction representatives, including but not limited to, the principal of the school.
3. Review Owner's time schedule for bidding, construction, and occupancy.
4. Review Owner's budget and determine its basis (e.g., cost estimate, available funds, etc.).
5. Review whether project budget, project time schedule and project program are compatible.
6. Organize the team (structural, mechanical, electrical, civil and any special consultants). Verify all consultants' abilities to meet the time schedule, liability insurance and licensing requirements for the Project.
7. Prepare project estimating and budget work sheet in accordance with **Exhibit E** (Summary Priced Scope of Work).
8. Verify authorization of the party signing for Owner.

PHASE 2

B. **SCHEMATIC DESIGN PHASE**

1. Architect shall confirm: Owner's educational specifications, space needs, and other program requirements for the Project.
2. Architect shall assemble and review all necessary legal requirements such as codes, ordinances and other related standards.
3. Architect shall complete the following tasks:
 - a. Request and receive from each consultant proof of professional liability insurance coverage.

- b. Obtain Owner's approval of consultants. Negotiate, prepare and execute consultant's agreements when required. Owner reserves the right to reject any consultant that Owner, for any reason, believes will not perform satisfactorily.
 - c. Obtain from appropriate consultants requirements for investigations and tests including soil borings, test pits, percolation tests, soil boring values, etc., necessary for proper execution of their work and request such information from Owner. Advise Owner in advance of securing proposals for this work.
 - d. Obtain land survey from Owner, when necessary, assist Owner in securing survey. Request from Owner any information required by surveyor.
 - e. Have mechanical, electrical, structural, and other consultants review site information.
 - f. Have appropriate staff members and consultants examine the site.
 - g. Provide engineers and consultants with pertinent program data and functional space diagrams.
 - h. Prepare general description of the Project, construction and equipment outlines.
4. Architect shall examine and analyze available information provided by Owner and Owner's primary representative ("**Project Manager**") and shall advise and recommend as to additional information necessary to begin specific design work on the Project.
 5. Upon analysis of all available information and prior to initiating any design tasks, Architect shall participate in a "Pre-Design Project Analysis" on the dates specified in the list of critical dates ("**Critical Dates Schedule**") as may subsequently be approved. Architect shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by Owner.
 6. Upon conclusion of the Pre-Design Project Analysis and in accordance with the Critical Dates Schedule, Architect shall prepare the Design Narrative as set forth in Article 3 of the Contract which is Architect's interpretation of the Project requirements, design parameters and objectives, and results of the Pre-Design Project Analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to:
 - ◆ design concept
 - ◆ internal functions
 - ◆ human, vehicles and material flow patterns
 - ◆ studies of adjacency
 - ◆ outline descriptions of major building components and systems
 - ◆ program of requirements
 - ◆ general space allocations
 - ◆ detailed analysis of operating functions
 - ◆ vertical and horizontal affinities
 7. Upon written authorization from Owner to proceed and, based on the approved Design Narrative, the "Project Construction Budget," "Program of Requirements," and the "Management Plan," Architect shall prepare "**Schematic Design Studies**" consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by Owner.

8. Architect shall provide Project Manager with five (5) copies of "Schematic Design Submittal" for the review of the Schematic Design Phase. At the end of the Schematic Design Phase Architect, at its cost, shall provide Project Manager with three (3) complete sets of the drawings and other documents for approval by Owner. One (1) set will be returned to Architect with approval and/or notations.
9. Architect shall participate as requested in meetings with Owner's staff to review the Project and receive Owner's input. Project Manager will schedule a meeting with Architect and the appropriate representatives of Owner's various departments, such as Nutrition, Education Programs, Maintenance, Technology, Transportation and any other appropriate departments. Architect will make a presentation to this group and they will have a maximum of five (5) days to respond with their comments.
10. If required, Architect shall make a maximum of five (5) presentations of the schematic design to parties designated by Owner.
11. Documents prepared by Architect for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study (if required by program) of the property of the Project, schematic plans of all floors and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Architect's Construction Contract(s) Award Price(s) ("**CCAP**") estimate and breakdown, as well as the "Schedule of the Management Plan." Architect shall prepare such estimates in the form prescribed by Owner to assure itself that the project cost is within the CCAP. Further, the report shall include a summary of programmed versus actual square footage by room or area; such discussion of design factors, if any, as are pertinent in the opinion of Architect; and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the Construction Contract. The plans shall reflect the drawings and/or notations provided by Owner's staff.
12. To be considered acceptable for final "**Schematic Design Phase**" submittal, the documents shall contain, as a minimum:

ARCHITECTURAL

- ◆ Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
- ◆ Identification of roof system, deck, membrane flashing and drainage technique. Mechanical will show heat transfer co-efficient and type of equipment proposed.
- ◆ Identification of all proposed finishes (includes all exterior surfaces, doors, windows, and type of hardware).
- ◆ Cost estimates.

STRUCTURAL

- ◆ Structural systems layout with overall dimensions and floor elevations. Identification of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).
- ◆ Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

MECHANICAL

- ◆ Block heating, ventilating and cooling loads calculations including skin versus internal loading.
- ◆ Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
- ◆ Location of all major equipment in allocated spaces.
- ◆ Description of equipment proposed.

ELECTRICAL

- ◆ Lighting fixtures outlined in plan and roughly scheduled showing types and quantities of fixtures to be used.
- ◆ Major electrical equipment roughly scheduled indicating size and capacity.
- ◆ Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and other equipment, if required.
- ◆ Legend showing all symbols used on drawings.

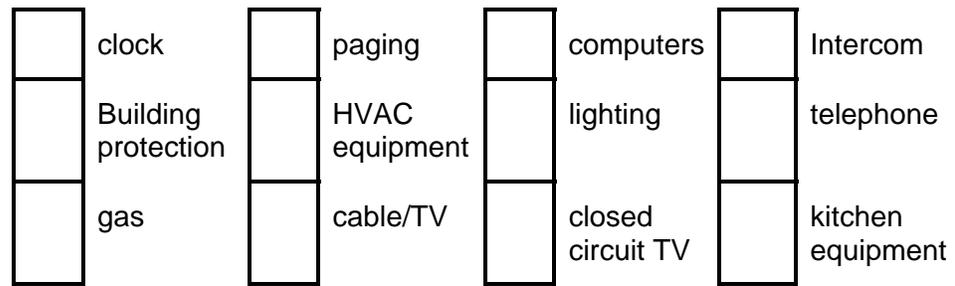
ELECTRONIC

- ◆ Type of TV system and layout.
 - ◆ Type of intercom system and layout.
 - ◆ Equipment for Media Center if in program.
 - ◆ Type of computer system and layout.
13. Obtain Owner's written approval of schematic design documents and approval of Georgia Department of Education if state funds are involved.
 14. Georgia Department of Education (“DOE”) preliminary review submittal.

PHASE 3

C. DESIGN DEVELOPMENT PHASE

1. Architect shall prepare from the approved Schematic Design Studies, for further approval by Owner, the “**Design Development Documents**” consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
2. Architect shall confer with and obtain preliminary review from regulatory agencies such as Building Department, Fire Marshal (state & local), Department of Health, Zoning Commission, Planning Commission, and Design Review Board.
3. Architect shall complete the following tasks:
 - a. Review the program and verify compliance.
 - b. Re-check schematic documents against all codes and regulations.
 - c. Receive results of all investigations and tests, including soil borings and analysis. Request additional information, if necessary. Forward final information to appropriate consultants.
 - d. Verify with Owner the design of the systems required such as:



Review with Owner and notify consultants of approval or revisions.

- e. Define actual classroom density for each area and forward to consultants. Check against program.
 - f. Have the mechanical and electrical engineers:
 - ◆ Contact utility companies and public authorities on all services.
 - ◆ Request and receive written approval for all service connections.
 - ◆ Investigate and confirm in writing their review of all applicable local public and utility regulations.
 - ◆ Review architectural and structural schematic drawings to establish adequate provisions for specialized systems.
 - ◆ Prepare estimates of probable operating costs, with recommendations.
4. Design Development Documents prepared by Architect shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account Owner's comments on the previous submittal. The report shall incorporate Architect's CCAP estimate and breakdown. Architect shall prepare such estimates in the form prescribed by Owner to assure itself that the Project cost is within the CCAP. Further, the report shall include a summary of programmed versus actual square footage by room or area, such discussion of design factors, if any, as are pertinent in the opinion of Architect; and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Drawings shall include dimensioned site development plan, (if required) floors plans, elevations, and one or more typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical.
5. Architect shall provide Project Manager with two (2) copies of in-progress Design Development Documents during the Design Development Phase if requested by Owner. At the end of the Design Development Phase Architect, at its cost, shall provide Project Manager with three (3) complete sets of drawings and other documents for approval by Owner. The documents for this final Design Development Phase submittal shall consist of, as a minimum:

ARCHITECTURAL

- ◆ Floor plans with final room locations including all openings.
- ◆ Wall sections showing final dimensional relationships, materials and component relationships (where required).
- ◆ Identification of all fixed and loose equipment, furniture, and furnishings to be installed in contract.
- ◆ Finish schedule identifying all finishes.
- ◆ Door and hardware schedule showing final quantity plus type and quality levels.
- ◆ Site conditions where required.
- ◆ Preliminary development of details and large-scale blow-ups.
- ◆ Legend showing all symbols used on drawings.
- ◆ Outline specifications.
- ◆ Reflective ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.)

STRUCTURAL

- ◆ Plan drawings with all structural members located and sized.
- ◆ Footing, beam, column and connection schedules.
- ◆ Outline specifications.
- ◆ Foundation drawings.

MECHANICAL

- ◆ Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- ◆ Major mechanical equipment scheduled indicating size and capacity.
- ◆ Ductwork and piping substantially located and sized.
- ◆ Devices in ceiling located.
- ◆ Legend showing all symbols used on drawings.
- ◆ Outline specifications.

ELECTRICAL

- ◆ All power consuming equipment and load characteristics.
 - ◆ Total electric load.
 - ◆ Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
 - ◆ Complete preliminary site lighting design.
 - ◆ Outline specifications.
 - ◆ Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
 - ◆ Final light fixture schedule.
 - ◆ Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.
6. Architect shall submit to Owner in writing all code researches and the results of those researches.
 7. Obtain Owner's written approval of design development documents and authorization to proceed to the construction documents phase.

PHASE 4

D. CONSTRUCTION DOCUMENTS PHASE

1. Upon written authorization from Owner to proceed, Architect shall prepare from the approved "Design Development Documents," "Working Drawings and Specifications" setting forth in detail the requirements for the construction of the entire Project. Owner will provide the "Conditions of the Contract (General and any Supplementary)," "Advertisement for Bids," "Instructions to Bidders," time control specification provisions, and "Construction Proposal Forms" and Agreement(s) which Architect shall incorporate into the Construction Documents.
2. When the construction documents are complete and contain all appropriate information, Architect shall confer with and obtain permit approval from such regulatory agencies as Bureau of Buildings, City Fire Marshall, Department of Health, Georgia Department of Education. Architect shall check with the applicable regulatory agencies and establish schedule for submission and/or review. Any disapproval from these agencies must be corrected before drawings are released for bidding.
3. Architect shall complete the following tasks:
 - a. Coordinate the work of all members of the team, including consultants. Coordinate drawings with project specification.
 - b. Determine what items, if any, are to be furnished by Owner, or are not to be included in the construction contract.
 - c. Obtain schedule for delivery and installation of Owner-furnished materials.
 - d. Check all completed documents for coordination, compliance with program, accuracy and cross-coordination with the consultants' and engineers' work, and have them make similar checks.
 - e. Revise documents if required after check and have consultants and engineers do the same.
 - f. Place appropriate architect and engineer's seals on the documents and obtain any necessary natures required by reviewing authorities.
4. Construction Documents shall be packaged as prescribed in the Management Plan and be completed in accordance with the Critical Dates Schedule. Inform Owner of any revisions.
5. Detailed drawings shall cover all work included in the Project or designated portion thereof.
6. Single or multiple contracts shall be as stated in the Management Plan, and the detailed drawings for each contract shall be prepared by Architect with appropriate designation noted thereon.
7. Specifications shall be prepared using the Construction Specifications Institute (CSI) 16 division format. (On "CD" Disk in fully functional Microsoft Word)
8. Architect shall provide furniture layouts as requested by Owner including but not limited to the following spaces: Science Rooms, Media Center, Cafeteria, and Administration Area.
9. Architect shall provide interior color selection for review and approval by Owner.
10. If requested, Architect shall provide Project Manager copies of in-progress Construction Documents during this phase. Additionally, and in accordance with the Management Plan, Architect, at its cost, shall submit for approval by Owners two (2) sets of preliminary Construction Documents at the stage of 95% completeness.

11. After review and approval of the 95% Construction Documents by Owner, Architect shall continue with preparation of final Construction Documents and "Bid Documents," including final specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of Owner. The resulting final Construction Documents submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.
12. Architect shall participate in such reviews and meetings as are necessary to ensure that the project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.
13. Documents prepared by Architect for final Construction Documents Phase submittal shall include the final working drawings and a written report. The report shall incorporate Architect's CCAP estimate and breakdown, as well as the "Schedule of the Management Plan." Architect shall prepare such estimates in the form prescribed by Owner to assure itself that the project cost is within the CCAP. Further, the report shall include a summary of programmed versus actual square footage by room or area. Architect, at his cost, shall supply five (5) complete sets of final construction drawings and specifications to Owner for final review and approval.
14. Architect shall apply for all construction permits and approvals on behalf of Owner as noted in item #2 above.
15. After receiving written authorization from Owner, Architect shall proceed with the "Construction Bid/Negotiation Phase." There may be more than one "Construction Bid/Negotiation Phase," depending upon Owner's requirements.
16. Architect shall prepare such clarifications and addenda to the bidding documents as may be required. Architect will provide these to Owner for review prior to issuance to all holders of bid documents.
17. Project Manager will schedule and conduct pre-bid conferences with prospective bidders to review the Project requirements. Architect shall provide knowledgeable representatives, including representatives of its consultants, and participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the pre-bid conference, Architect shall deliver to Owner, if needed, a final Addendum.
18. Architect shall assist Owner in obtaining bids.
19. Architect and Project Manager shall prepare a certified bid tabulation and make a recommendation to Owner concerning the "Contract Award."
20. Should first bidding or negotiation produce prices in excess of the approved CCAP, Architect shall participate with Project Manager in such re-bidding, re-negotiation, and re-design, at no additional expense to Owner, as may be necessary to obtain price(s) within the approved CCAP or price(s) acceptable to Owner. Owner will assist in re-design decisions. Owner must approve all re-design.
21. Should Architect re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its "Construction Phase and Post Construction Phase" services shall be extended to take re-design/re-bid delays into account at no additional expense to Owner.

22. Architect shall confirm in writing to Owner of the following facts:
 - a. All the engineering drawings and architectural drawings have been fully coordinated.
 - b. All the applicable codes have been complied with.

PHASE 5

F. CONSTRUCTION PHASE

1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when Owner makes the Final Completion payment.
2. Architect shall consult with Project Manager and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the contractor for various portions of the Work.
3. Architect shall review and approve shop drawings, samples, and other submissions of contractor(s) as well as the Work performed by the contractor(s) for conformance with the design concept of the Project and for compliance with the Contract Documents. Architect shall accomplish the review and return of submittals within ten (10) calendar days from date of receipt except when authorized by Project Manager.
4. Project Manager will establish, with Architect, procedures to be followed for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
5. Architect shall, when requested by Project Manager, review Change Order documentation.
6. Architect shall render to Project Manager, within ten (10) working days unless otherwise authorized by Project Manager, interpretations of requirements of the Contract Documents. Architect shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
7. Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by Architect be discovered, Architect will prepare and submit to Project Manager, within ten (10) working days unless otherwise authorized by Project Manager, such amendments or supplementary documents and provide consultation as may be required, for which Architect shall make no additional charges to Owner.
8. Project Manager shall be a point of contact with the contractors, except when Owner shall direct Architect otherwise. Project Manager shall issue all instructions to the contractor(s).
9. Architect will have access to the Work at all times. All site visits, observations and other activities by Architect shall be coordinated with Project Manager and written report of such visits made promptly to Project Manager.
10. Architect and its consultants (including, but not limited to, the structural, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally

with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, Architect and its consultants shall take the appropriate steps to guard Owner against defects and deficiencies in the Work of the contractor. If Architect observes any work that does not conform to the Contract Documents, Architect shall immediately make an oral and written report of all such observations to Project Manager. Architect and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfill their obligations to Owner. Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, and shall not be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents, but Architect is responsible for pointing out any failures.

11. Periodic visits of Architect shall be coordinated with Project Manager. Each engineering discipline shall make periodic visits as may be required, during the course of work applicable to its discipline. During critical work phases, each engineering discipline may be required to make periodic visits weekly. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Architect to Project Manager within three (3) working days of the visit. **Included in the contract are consistent periodic visits by Architect and its "Engineering Sub-Consultant," as required in order to ensure full compliance to the contract documents as determined by Project Manager. Architect and its subcontractors will be required to make any and all visits requested by Project Manager.**
12. Architect shall render written field reports relating to the periodic visits and observations of the Project required by paragraph 11 within three (3) working days to Project Manager in the form required by Project Manager.
13. Architect shall hold weekly construction progress meetings attended by Project Manager and representatives of each prime contractor. Architect shall render written minutes of this meeting within three (3) working days to all participants in a format acceptable to Project Manager.
14. Based upon observations at the site and upon the contractor's applications for payment, Project Manager and Architect shall jointly determine the amount owing to the contractor(s), pursuant to the terms of the Construction Contract, and shall issue "Certificates for Payment to the Owner" in such amounts. Project Manager shall consult with Architect in the determination of the amount due the contractor and Architect shall sign the Certificate of Payment prior to the time it is transmitted to Owner by Project Manager. Architect's signature of a Certificate of Payment shall constitute a representation by Architect to Owner, based upon Architect's observations at the site and the data comprising the "Application for Payment" that the Work has progressed to the point indicated, that to the best of Architect's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon substantial completion; the results of any

subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the contractor is entitled to payment in the amount certified. However, if it should later be found that the contractor has failed to comply with its contract with Owner in any way or detail, such failures and subsequent compliance shall be the sole responsibility of said contractor. By signing a Certificate for Payment to Owner, Architect shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the Construction Contract Sum (as said term is defined in the Construction Contract).

15. If, in accordance with its duty, Architect advises Project Manager of non-conforming work as stated in paragraph 10, Architect shall confirm the non-conformance in writing to Project Manager within Five (5) days of observation.
16. Architect and Project Manager jointly shall have authority to condemn or reject Work on behalf of Owner when in Project Manager's or Architect's opinion the Work does not conform to the Contract Documents. Whenever in Project Manager's or Architect's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the Highest Intent of the Contract Documents, Project Manager shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.
17. Architect shall obtain governing agency occupancy approval if any exceptions arise related to the design or specified materials.
18. When Owner and Project Manager agree that the Work or portions of the Work are substantially complete, Architect and its consultants shall inspect the Work or portions of the Work and prepare and submit to Project Manager punch lists of the Work of the contractor(s) which is not in conformance with the Contract Documents. Project Manager shall transmit such punch lists to the contractor(s). Owner may request that Architect inspect and prepare a punch list on any portion of the Work.
19. Architect shall review the contractor's record drawings showing significant changes in the Work made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project. Architect, at its cost, shall then prepare the required as-built drawings.
20. Architect shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.
21. Architect and/or its consultants shall observe and review test data of the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
22. Architect shall review the contractor-furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Documents and forward all approved

copies to Project Manager for use by Owner. In addition, Architect shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.

23. Architect and its consultants shall conduct comprehensive Final Completion inspections as required per the construction contract at the request of Owner.
24. Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the contractor, Project Manager and Architect shall approve the Application for Final Payment and forward it to Owner for execution.
26. Architect and all of his consultants (Mechanical, Electrical, Plumbing, etc.) shall participate and certify in writing completion of any testing, demonstrations, training, commissioning, etc., required by the technical specification.
27. Architect and his consultants, as appropriate, shall, prior to the time of Final Completion, certify in writing that all material, equipment and systems have been properly installed per the contract documents and are properly functioning as designed.

PHASE 6

G. POST CONSTRUCTION PHASE

1. Coordination of operating data for Owner-supplied furniture, furnishing and equipment.
2. Assist in the establishment by Owner of an in-house or contract program for the operation and maintenance of the physical plant and equipment. Assist in the preparation of operation and maintenance manuals for Owner.
3. Observe and assist in the operation of building systems during initial occupancy. Assist in the training of Owner's personnel in proper operations, maintenance schedules, and procedures.
4. Make recommendations concerning inadequate performance materials, systems, and equipment under warranty. Inspect or have inspected materials, systems, and equipment prior to expiration of the warranty period to ascertain adequacy of performance.
5. Review and approve "Close-Out Documents"
6. Certify "Construction Manager and Contractor's Final Pay Request."
7. Assist in DOE "close-out" including execution of Final DOE forms and documents.
8. At this point Architect is entitled to 100% of its fee.

EXHIBIT "B"

Mandatory Addendum to the Owner/Architect Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds

The Owner may use any form of agreement mutually agreed upon by the Owner and Architect to contract for the services required. This Mandatory Addendum must be incorporated into the Owner/Architect agreement on any Capital Outlay Program funded projects regardless of the form of agreement used. In the event of a conflict between the terms in the selected form of agreement and this addendum, the terms of this addendum shall prevail. This Mandatory Addendum may not be modified without prior written consent of the Georgia Department of Education. **NO CAPITAL OUTLAY FUNDS WILL BE RELEASED FOR AN APPROVED CAPITAL OUTLAY PROJECT WITHOUT THE INCLUSION OF THIS ADDENDUM IN THE OWNER / ARCHITECT CONTRACT.** For purposes of this addendum, notwithstanding terminology used in the Owner/Architect Contract, the term "Architect" shall be defined as the architect, engineer, or architect/engineer, whether individually or as a firm, to perform the services required: "Owner" shall mean the Local Board of Education that is requiring the services to be performed; "GDOE" shall refer to the Georgia Department of Education; "contract" shall refer to the master agreement between the Owner and the Architect, to which this Mandatory Addendum is attached and incorporated; "Project" shall refer to the scope of services to be performed under the Contract; "Program" shall consist of the Owners policies, purposes, concepts, and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project; 'stated cost limitation' shall mean the maximum amount that the Owner is authorized to spend to construct the Project; and "Record Plans and Specifications" shall mean the as-built plans and specifications, including but not limited to, actual location of utility lines, and any approved change orders.

1. The Architect agrees not to assign, sublet or transfer any interest or rights in the contract to any party without the advance written consent of the Owner. The Architect agrees to utilize the design and management team as presented to the Owner and agrees that no substitutions, additions, or deletions from this team will occur unless consented to in advance in writing by the Owner. The Owner agrees to provide a response within 14 days of request by the Architect.
2. Prior to beginning the "Preliminary Plans and Specifications", the Architect shall first consult in detail with the Owner to determine the Owners Program, and within 10 days of such consultation, the Architect shall prepare and submit to the Owner a written report detailing the Architects understanding of the Owners Program and identifying any design, construction, scheduling, budgetary, operational, or other problems, including solutions, or recommendations which may result from such consultation, Such report shall also include any applicable educational specifications and GDOE requirements.
3. The Architect shall obtain written authorization from the Owner before proceeding with any work on the "Preliminary Plans and Specifications", the "Check Set Plans and Specifications", or the "Final Plans and Specifications", as defined in "Submittal Requirements for Review of Planning, Bidding, and Construction Documents for Georgia Public Schools" (most recent published edition).
4. The Architect agrees to comply with all applicable Federal, State and Local codes and ordinances in the design of the project. The Architect also agrees to comply with all GDOE rules and guidelines regarding capital outlay projects and to make required submittals in a timely manner to GDOE as well as to respond to GDOE comments on submittals within 30 days of receipt of comments for approval.
5. The Architect assumes full responsibility to the Owner for the negligent or willful acts and omissions of the Architect's consultants, sub consultants, or employees in connection with this Contract.

6. The Architect agrees to design the Project within the Owners budgetary limits and consistent with the Owner's program for the construction of the Project which shall be referred to as the stated cost limitation. The stated cost limitation for this Project shall be \$ _____ which is composed of state capital outlay funds in the amount of \$ _____, required local funds in the amount of \$ _____, and additional required local funds in the amount of \$ _____. The stated cost limitation may be amended by written mutual agreement signed by both parties at any time after the Contract between the Architect and Owner is executed.
7. In the event the Architect's final project cost estimate exceeds the stated cost limitation, the Owner may require the Architect, at no additional cost to the Owner, to consult with the Owner and to revise the design so as to obtain a final project cost at or below the stated cost *limitation*. Notwithstanding the Architect's certification that the *stated cost limitation* shall not be exceeded, the Architect agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Architect shall take no calculated risks in the design of the work. The Architect agrees that in the event he cannot design the work within the financial limitations without disregarding sound principles of design, the Architect will give written notice immediately and in no event longer than seven (7) days to the owner and to the Georgia Department of Education, Facilities Services Unit.
8. The Architect shall provide cost estimates to the Owner at the following design stages: (1) Preliminary Plans and Specifications stage, (2) 65% completion stage, and (3) Check Set Plans and Specifications stage (95% completion).
9. All plans, specifications, design calculations, designs, drawings, or other documents or data produced hereunder by the Architect, or the Architect's consultants, sub consultants, or employees shall be delivered to the Owner upon request, and shall become the sole property of the Owner regardless of the stage in which the development of the design may have progressed. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, and drawings or other documents or data produced hereunder.
10. The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project with a minimum level of coverage equal to or greater than 20% percent of the stated cost limitation, but not less than \$250,000 for the project and a maximum deductible of \$50,000. The coverage provided herein shall contain an endorsement providing sixty (60) days notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.
11. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, at a minimum, inspect work at the Project site no less frequently than once per week, and in any event, no less frequently than once per month. Of these, at least once per month the inspection shall be performed by an architect or engineer, licensed in the State of Georgia. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In performing such inspections, the Architect shall advise the Owner of noted deficient or defective work, potential and/or real delays in the schedule and requests for payment by the Contractor which could constitute overpayment for the work completed. Within three(S) days of a site visit, the Architect shall submit a written report of such site visit, which shall include any appropriate comments or recommendations to the Owner.
12. The Architect shall provide Owner a set of "Record Plans and Specifications" within thirty

(30) days after execution by the Architect of his final certificate. Such plans and specifications shall include any authorized change orders, actual locations of all utility lines, and any other appropriate information. The drawings shall be presented in a Computer Assisted Drafting (CAD) format of the Owners choice, and the specifications shall be presented in a word processing format of the Owner's choice.

- 13. The Contract executed between the Owner and the Architect, to which this is an addendum, shall include a termination clause that provides definitions and procedures which gives the Owner the rights of (1) termination of services with cause and (2) termination of services without cause. In the event of termination, the Owner shall pay the Architect for such reasonable services performed prior to the termination, unless otherwise provided for in the terms of the Contract, which in no event shall the percentage of total payment exceed the percentage completion of the project. Payments to the Architect for services rendered prior to termination should be based on statements submitted by the Architect that are supported by time sheets and invoices and which are promptly submitted to the Owner. However, both parties agree that total payment percentage should not exceed total percentage of the project completed.
- 14. The Architect shall be responsible for the timely submittal and completion of all forms required by GDOE and shall respond to GDOE comments on submittals within 21 days of receipt of comments for approval. Such forms may be obtained from the Facilities Services Unit, Georgia Department of Education, 1670 Twin Towers East, Atlanta, Georgia 30334. At the close of the project, the Architect shall submit an Architectural Certification form, as provided by the GDOE. to the Owner. The completion and submittal of this form is required prior to release of the final payment to the Architect.
- 15. All architectural plans and specifications shall bear the signature and seal of the Architect, which shall be licensed to practice in the State of Georgia. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, which shall be licensed to practice in the State of Georgia.
- 16. A fully executed copy of the Contract between the Owner and the Architect including a completed copy of this mandatory addendum must be filed with the Facilities Services Unit of the Georgia Department of Education for any project where state funding for the project has been provided in whole or in part under the Capital Outlay Program.

OWNER:

ARCHITECT:

ATLANTA INDEPENDENT SCHOOL SYSTEM

Local Board of Education

Firm

Date

Date

EXHIBIT "C"
OTHER INSURANCE

1.1 Architect shall maintain the following other insurance at all times the Contract is in effect and for a period of three (3) years after "Final Completion of the Project." Architect shall secure the following insurance at his own expense and shall file Certificates of Insurance with Owner within five (5) days after the execution of the Contract. Insurance will not be acceptable unless written by a company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to Owner.

1.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

1.1.2 Comprehensive Commercial General Liability including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$1,000,000;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1 000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000.

1.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$1,000,000 per occurrence.

1.2 Owner shall be included as an additional insured on the coverage's specified in subparagraphs 1.1.2 and 1.1.3, and shall be indicated as such on certificates of insurance required herein.

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

1.4 Unless expressly waived by Owner in writing, Architect shall permit no consultant retained by Architect to enter upon the Project site or perform any services unless such consultant is and remains insured in accordance with the requirements of paragraphs 1.1, 1.2, and 1.3. Architect shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Architect's consultants to be so insured.

EXHIBIT "D"
ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)

With reference to the project named _____ and in compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a)(7), I, _____, the Architect of Record for the _____ completed on _____ located in _____ the Atlanta Public School System _____ certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

INCLUDE:

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

EXHIBIT "E"
SUMMARY PRICE SCOPE OF WORK

Document dated:

(Scope of Work Consisting of ____ Pages Follow This Header Page)

Atlanta Public Schools

Facilities Services Department

Construction Management Team

Exhibit "F" – Architect's Fee Schedule

Date:

Project:

Architect:

Stated Cost Limitation: \$

Fee Calculation

Line	Portion of Stated Cost Limitation	Percentage Rate Applied	Fee
1.	\$	6.00%	\$
2.	\$	4.75%	\$
3.	\$	4.25%	\$
* Total	\$		\$

** Total Design Fee*

Fee Distribution

Phase	Percentage	Fee
Schematic Design Phase	10.0%	\$
Design Development Phase	10.0%	\$
Construction Document's Phase	46.0%	\$
Construction Administration Phase	29.0%	\$
Post Construction Phase	5.0%	\$
Total	100.0%	\$
Reimbursables		\$
TOTAL		\$