

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: SPLOSJ VIII
DEPARTMENT HEAD: 

REQUISITION: 23C5ADNB
REQUISITION DATE: 1/13/2023
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

VENDOR			NAME OF BIDDER			NAME OF BIDDER			NAME OF BIDDER		
PHONE NUMBER			Hussey Gay Bell Architects of Savannah, GA								
QUOTED BY			RFP #22-174								
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Award of contract to prepare construction documents for converting the										
2	former Houghton Elementary School into space for Augusta Juvenile Court										
3	System and RCBOE										
4	Phase I - Programming and Concept Design	1	\$ 99,200.00	\$ 99,200.00							
5	Full Design and Construction Administration	1	\$ 735,000.00	\$ 735,000.00							
6	Reimbursables	1	\$ 5,000.00	\$ 5,000.00							
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17											
18											
19											
20											
21											
22											
TOTAL BID			\$	839,200.00							
SHIPPING CHARGES											
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER											



Office of the Administrator

Takiyah A. Douse
Interim Administrator

September 20, 2022

Mr. Ron Lampkin, Interim Director
Central Services
2760 Peach Orchard Road
Augusta, GA 30906

Dear Director Lampkin:

At the regular meeting held Tuesday, September 20, 2022, The Augusta, Georgia Commission took action on the following:

20. Approved: Motion to approve the purchase of one new Slope Mower, Remote Type for \$60,332.00 from Jet-Vac of Atlanta, GA for the Utilities Department-Facilities Maintenance Division. (Approved by Administrative Services Committee September 13, 2022)
26. Approved: Motion to approve the award of bid #22-189, Augusta Saturday Market - Electrical Improvements in the amount of \$305,000.00 to be performed by JHC Corporation utilizing Parks and Recreation Department capital funding. (Approved by Administrative Services Committee September 13, 2022)
27. Approved: Motion to approve award of contract to prepare Construction Documents for converting the former Houghton Elementary School into space for Augusta Juvenile Court System (AJCS) and the Richmond County Board of Elections (RCBE) to Hussey Gay Bell Architects of Savannah, GA in the amount of \$99,200 (fixed fee) for Phase I, Programming and Concept Design; and \$735,000 (fixed fee) for Full Design and Construction Administration, including a \$5,000 allowance for reimbursables. RFP 22-174. (Approved by Administrative Services Committee September 13, 2022)
39. Received as information and requested a timeline: Update from the Augusta Recreation Director relative to the construction of restrooms at Diamond Lakes. (Requested by Commissioner Alvin Mason)

40. Approved: Motion to approve the purchase of two 2024 ETI ETC40IH, at a individual cost of \$176,063.00 each for a total of \$352,126.00 from Equipment Technology, LLC. (Bid 22-214) for the Engineering Department-Traffic Engineering Division and Street Lights Division. (Approved by Administrative Services Committee on August 30, 2022; deferred from the September 6, 2022 Commission Meeting).

If you have any questions, please contact me.

In Service,



Takiyah A. Douse
Interim Administrator



Central Services Department

Ron Lampkin, Interim Director
Rick Acree, Project Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-2426 Phone (706) 799-5077 Fax

MEMORANDUM

FROM: Mr. Rick Acree, Project Manager, Central Services

THROUGH: Mr. Ron Lampkin, Interim Director, Central Services Department

TO: Ms. Geri Sams, Director, Procurement Department

DATE: June 13, 2022

SUBJECT: Bid Item #22-174 Design Services for Renovation to Houghton School – Request to Enter into Negotiations

Statements of Qualifications on the referenced project were received on March 29, 2022. Procurement received six (6) compliant Statements of Qualifications (SOQ) prior to the established deadline.

The evaluation team reviewed the information provided by prospective firms using the criteria set forth in the RFQ, and in accordance with Procurement regulations on May 5, 2022. Three firms were short listed to make presentations to the committee on May 26th. As a result of these presentations, Hussey Gay Bell Architects of Savannah were found to have provided the best qualifications to design this project.

There were some concerns regarding proximity of the two user departments expressed following the evaluation, so the notification to proceed with negotiations was delayed. Those concerns have been resolved and we are prepared to move forward.

CSD Respectfully requests that the Procurement Department set up a Zoom meeting with representatives from Hussey Gay Bell to enter into negotiations for a contract to present to the Augusta Commission for approval to design the Renovation Project.

Thank you for your assistance thus far. Please do not hesitate to call if you have any questions or need additional clarification.

Cc: Takiyah A. Douse
Laquona Sanderson

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Augusta Procurement Department
530 Greene Street
Augusta, GA 30901

Date: 13-Oct-22
Re: 22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Darrell White/Nancy Williams

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input checked="" type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	
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cc: File _____
HGB _____

Signed: Rick Acree AIA
Project Manager

Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Hussey Gay Bell DeYoung Intl, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

Date

13-Oct-22

Re:

22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Robert Armstrong

We are sending you herewith:

<input type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	Documents	<input type="checkbox"/>	Submittals	<input type="checkbox"/>	Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	For your files
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cc: File
HGB
Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Signed: Rick Acree AIA
Project Manager

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of July in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Augusta, Georgia
535 Telfair Street
Augusta, Georgia 30901

and the Architect:
(Name, legal status, address and other information)

Hussey Gay Bell & DeYoung International, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

for the following Project:
(Name, location and detailed description)

Renovation of Existing Houghton School for Juvenile Court and Board of Elections

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As included in RFQ 22-174

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation of existing Houghton School Building, located at 1001 4th Street in Augusta, GA for a Juvenile Court Facility and the Board of Elections

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$6,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

The Board of Elections wishes to occupy the facility in December 2023

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rick Acree, AIA Project Manager
Central Services Department
City of Augusta, GA
535 Telfair Street
Augusta, GA 30901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Init.

Provided by the Architect

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Armstrong, AIA
Hussey Gay Bell
329 Commercial Drive, Suite 200
Savannah, GA 31406
rarmstrong@husseygaybell.com
(912) 354-4626

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

- .2 Mechanical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

- .3 Electrical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

§ 1.1.11.2 Consultants retained under Supplemental Services:

Food Service Design – Camacho Associates
Justice Facility Architect – Docka Associates
Cost Estimating – Gleeds
Landscape Architecture – Mandel Design

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

Hussey Gay Bell Fee Proposal letter dated 7-1-2022
RFQ 22-174 and all associated Addenda

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

Init.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

init.

discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Included in Basic Services
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineering, Landscape Design, Low Voltage, Food Service Design and Interior Design will be provided in Basic Design Services. Record Drawings will be provided to the Owner at the conclusion of construction. The Record drawings will be based on red-lines from the Contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

(Paragraph deleted)

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the 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 or by binding dispute resolution.

§ 8.2.2 The 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$834,200 for programming, design, permitting and bidding and Construction Administration, and a reimbursable allowance.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or fixed fee, TBD.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: As indicated in Hussey Gay Bell's Fee Proposal Letter dated 7-1-2022

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

(Table deleted)

See attached Exhibit B Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Init.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph deleted)

- ☒ [X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hussey Gay Bell Fee Proposal Letter dated 7-1-2022

Exhibit A from the City of Augusta

Exhibit B Hourly Rates

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Init.

RFQ#22-174 and all associated Addenda

This Agreement entered into as of the day and year first written above.




OWNER (Signature)

Hardie Davis, Jr. Mayor
(Printed name and title)


ARCHITECT (Signature)

Robert Armstrong, AIA VP
(Printed name, title, and license number, if required)

Init.



EXHIBIT A

CONTRACT FOR DESIGN AND RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND ELECTIONS BOARD

THIS AGREEMENT is effective as of the date of the last signature, by and between AUGUSTA, **RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners ("County") and HUSSEY GAY BELL (herein "Contractor," collectively referred to as the "Parties.")

This Agreement constitutes the entire understanding between the County and Contractor for the following project, hereinafter identified as the "Project":

Project Name: Design and Renovation of Houghton School for Juvenile Court and
Board of Elections

Project Address:

City/State/Zip:

Project ID#:

General Project

Description:

This agreement shall not be modified or altered in any way without the express written agreement of all parties.

This Contract for Professional Architectural Services, ("Agreement") is executed under seal and shall be effective on the date signed by the last party to do so.

AUTHORIZED REPRESENTATIVES:

The authorized representative and addresses of the County and the Contractor are:

County's Representative

Firm Name:

Name:

Address:

City/State/Zip:

Email Address:

Phone:

Fax:

Contractor's Representative

Name: HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Address: 329 COMMERCIAL DRIVE, SUITE 200

City/State/Zip: SAVANNAH, GA 31406

Email Address: rarmstrong@husseygaybell.com

Phone: (912) 354-4626

Fax: (912) 354-6754

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

Article I.

REPRESENTATION

By executing this Agreement, the Contractor makes the following express representations to the County:

Section 1.01

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

Section 1.02

The Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Contractors duties hereunder have been fully satisfied;

Section 1.03

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

Section 1.04

The Standard of care for all professional architectural services performed to execute the work under this contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project;

Section 1.05

The Contract will prepare all documents and items required by this Agreement 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;

Section 1.06

The Contractor assumes full responsibility to the County for the negligent or willful acts and omissions of Contractor's consultants or other employed or retained by the Contractor in connection with the Project;

Section 1.07

The County and Contractor each acknowledges that it has reviewed and familiarized itself with this Agreement and agree to be bound by the terms and conditions contained herein.

Article II.**NOTICES****Section 2.01**

Unless otherwise provided by law or in this agreement, all notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by U.S. Mail, postage prepaid, or (c) sent in a PDF format via email.

Article III.**COUNTY'S RESPONSIBILITIES**

Reserved.

Article IV.**RELATIONSHIP OF THE PARTIES****Section 4.01**

Professional Architectural Services – The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor's performance of services shall be as a professional consultant to the County and to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of achieve the County's Project objectives.

Section 4.02

County Representation – The County may assign a Project Manager to serve as the County's Representative. The County's Representative has no design responsibilities of any nature. None of the activities of the County's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Contractor or their Subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Contractor shall fully cooperate with the County's Representative. Instructions by the County to the Contractor relating to

services performed by the Contractor will be issued or made by or through and in accordance with procedural, organizational and documentation standards established by the County's Representative. The County's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Contractor and any subcontractors or consultants and to conduct periodic meetings to be attended by the Contractor, and their subcontractors or subconsultants, throughout the duration of this agreement.

Section 4.03

Other Consultants – The County may provide drawings, consultation recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the County, including but not limited to: land Surveying Consultant, Geotechnical Consultant, and/or materials Testing Consultant. The Contractor can rely on the accuracy of this information.

Section 4.04

Contractor Representation

- a. The Contractor shall provide a list of all consultants and sub consultants which the Contractor intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the County. The County will review the consultants proposed. The Contractor shall not retain a consultant to which the County has an objection. The Contractor shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Contractor shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.
- b. The Contractor shall provide the County a list of proposed key project personnel of the Contractor and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the County through the County's Representative. Such key personnel and consultants shall be satisfactory to the County and shall not be changed except with the consent of the County unless said personnel cease to be in the County's (or its consultants or sub consultants, if applicable) employ.
- c. If required by the County's Representative, all agents and workers of the Contractor and its subconsultants shall wear identification badges provided by the Contractor at all times that they are on the County's property. The identification

badge shall at a minimum require the company name and telephone number and the employee name.

Article V.

SCOPE OF PROJECT

PHASE ONE:

Conduct bi-weekly update meetings with select staff and/or Commission members for the duration of Phase One.

Conduct and document public meetings

Provide periodic updates to the Augusta Mayor and Commission on progress and concept

PHASE TWO:

Preparation and presentation of Preliminary Design with up to two rounds of modification to be submitted for approval

Completion and presentations of design development to include monthly updates to a designated committee for the project.

Development of construction documents, to include specifications, ready for competitive bid through the Augusta Procurement Department.

Evaluation of bids and scope adjustments, as required, to ensure the contract price is within the owner's budget.

Construction administration including evaluation of periodic applications for payment, review of submittals, responding to Requests for Information, monthly site visits.

Assembly and review of closeout documentation.

Article VI.

DESIGN NOT TO EXCEED

Section 6.01

County's Budget – The Contractor understands and acknowledges that the Contractor.

Section 6.02

Limitation on Construction Contract Award – The Contractor agrees to design the Project so that the actual CCAP does not exceed the budgeted CCAP indicated above.

Section 6.03

County's Remedies for Excessive Cost – If the lowest bona fide bid or negotiated CCAP exceeds the County's budgeted CCAP by more than five percent (5%) the County may, in addition to any other remedies provided in this contract either a) accept the bid or negotiated CCAP; or b) require the Contractor, at no cost to the County, re-bid or re-negotiate the Project; or cancel the work or any portion of the work; or revise the scope

of the Work as required to reduce the CCAP; or provide value engineering to reduce the CCAP to the budgeted CCAP; or assist the County in redefining the scope of the Project; and the County will reasonably cooperate in identifying cost cutting measures.

Article VII.

COMPENSATION AND TERMINATION

Section 7.01

Basic Services Compensation – The County shall compensate the Contractor in accordance with the terms and conditions of this Agreement including the following:

- (a) For the basic Services _____
- (b) No amount is to be included within the scope of the CCAP for the cost of land, rights of way or other non-construction costs which are the responsibility of the County.
- (c) Specified excuses for delay or non-performance - Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
- (d) Termination of the Agreement for Default - Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. County may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.
- (e) Termination – County may terminate this agreement for any reason with 10 days written notice delivered to Contractor by email or certified mail to the Authorized Representative. If the Authorized Representative changes during the course of this contract, the Contractor must update the County so that notice can be sent to the newly appointed Authorized Representative.
- (f) Defective pricing - To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- (g) Georgia Prompt Pay Act not applicable - The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- (h) Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Contractor under this agreement.
- (i) Termination of the Contract in whole or in Part for the Convenience of County - County may, at any time upon thirty (30) days' written notice to the Contractor, terminate the whole or any portion of the work for the convenience of County. Said termination shall be without prejudice to any right or remedy of County provided herein. The Contractor shall be paid for any validated services under this Contract up to the time of termination

Article VIII.

HOLD HARMLESS

Section 8.01

Hold Harmless - Except as otherwise provided in this agreement, Contractor shall indemnify and hold harmless County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work on Project.

Article IX.

ADDITIONAL PROVISIONS

Section 9.01 Venue and Jurisdiction.

The law of the State of Georgia shall govern the Contract between Augusta and Contractor with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Section 9.02 Right to inspect premises.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Contractor or any subcontractor of Contractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

Section 9.03 E-Verify

Contractor agrees that in compliance with O.C.G.A. § 13-10-91, Contractor has registered with and is participating in a federal work authorization program. Contractor has provided their E-

Verify number to the County and are in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with County the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to County at the time the subcontractor(s) is retained to perform such physical services.

Section 9.04 Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary for County to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to County. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to County the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by County. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by County. Failure to provide such reports within the time period specified by County shall entitle County to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Section 9.05 Insurance Requirements

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the COUNTY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

COUNTY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

Section 9.06 Acknowledgement

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Section 9.07 Prohibition against Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Section 9.08 Open Records - Contractor acknowledges that all records related to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act. (O.C.G.A. §50-18-70, et. Seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify County immediately of any request and the response to such request.

Section 9.09 Sovereign Immunity - County reserves all immunities, defenses, rights or actions arising out of the County's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the County's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the County's entry into this Contract.


Section 9.10 Force majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Contract, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Contract. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, excluding Covid - 19, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

AUGUSTA:


AUGUSTA, GEORGIA

BY: 
PRINTED NAME: HARDIE DAVIS, JR.
AS ITS: MAYOR


CONTRACTOR:

BY: 
PRINTED NAME: Robert Armstrong, AIA
AS ITS: Vice President

ATTEST CLERK:


PRINTED NAME: Lena Bonner
AS ITS: Clerk of Commission

ATTEST:


PRINTED NAME: C J Chance, PE
AS ITS: Vice President

DATE: 9/23/2022

DATE: 23 August 2022



EXHIBIT B

HUSSEY GAY BELL
— *Established 1958* —

Hussey, Gay, Bell & DeYoung
International, Inc.
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
9/1/2021

Professional Architect (Testimony & Preparation)	345.00
Managing Principal	180.00
Principal Architect	155.00
Architect III	150.00
Architect II	130.00
Architect I	120.00
Intern Architect	95.00
Architectural Technician III	120.00
Architectural Technician II	110.00
Architectural Technician I	90.00
Interior Designer I	70.00
Administrative	65.00

HUSSEY GAY BELL
— *Established 1958* —

Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00



Hourly Billing Rates

Title	Rate
Senior Electrical Engineer II - Principal	\$210
Senior Electrical Engineer I – Principal	\$190
Electrical Engineer I – Principal	\$135
Electrical Designer II	\$110
Electrical Designer I	\$90
Senior Mechanical Engineer – Principal	\$160
Mechanical Engineer II - Principal	\$125
Mechanical Engineer I	\$105
Plumbing Designer II – Principal	\$135
Plumbing Designer I	\$82.50
CADD Operator	\$80
Office Manager/Clerical	\$75

Rates are subject to change each year. Modifications, as needed, are made in August of each year.

F:\Project Admin Folder\Marketing\Hourly Billing Rates no names.doc



July 6, 2022

VIA E-MAIL

E-mail: rarmstrong@husseygay-bell.com

Mr. Robert Armstrong, Principal
Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

RE: Augusta Juvenile Courthouse

Dear Robert,

Our current hourly rates are as follows:

- | | |
|------------------------|-------|
| • Principal | \$300 |
| • Senior Programmer | \$225 |
| • Senior Planner | \$225 |
| • Security Planner | \$225 |
| • Justice Technology | \$200 |
| • AV and Data Engineer | \$200 |
| • Administration | \$120 |

Sincerely,

A handwritten signature in blue ink, appearing to read 'PJ Docka', is written over a horizontal line.

P. J. Docka
Principal



Hourly rates are as follows:

Hourly Rates		
Project Principal	\$225.00/HR	\$ 1500.00 PER DIEM
Project Manager	\$190.00/HR	\$ 1275.00 PER DIEM
Quality Control Coordinator	\$135.00/HR	
Project Coordinator	\$125.00/HR	
Revit Operator	\$100.00/HR	
Specifications Writer	\$ 90.00/HR	
Admin Coordinator	\$ 80.00/HR	

Nicholas Dickinson, II, AIA, NCARB, CEO/President
Erin Armstrong, AIA, NCARB, LEED AP, Partner



August 3, 2022

RE: Dickinson Architects, P.C.
Hourly Rates

Hourly Rates

Principal Architect	\$180/hr
Associate Architect	\$150/hr
Designer	\$100/hr
Interior Designer	\$125/hr
Draftsman/Cad Operator	\$ 75/hr
Admin Assistant	\$ 75/hr

Sincerely,

A handwritten signature in blue ink that reads 'Nicholas Dickinson, II'. The signature is fluid and cursive, with a stylized 'N' and 'D'.

Nicholas Dickinson, II
CEO/President

HUSSEY GAY BELL
— Established 1958 —

1 July 2022

Nancy Williams, Contract Compliance Administrator
Procurement Department
CITY OF AUGUSTA, GA
535 Telfair Street, Room 605
Augusta, GA 30901

**RE: RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND
BOARD OF ELECTIONS
A/E DESIGN SERVICES FEE PROPOSAL**

Dear Ms. Williams:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural & Engineering design services for the proposed renovation of the Houghton school for Juvenile Court and Board of Elections. The current construction budget is \$6.5M. The current program for the Juvenile Court is approximately 30,000 SF, and it is estimated that BOE will need 15,000-20,000 SF. The BOE will require a loading dock and wishes to occupy the building in December 2023. A new secure sallyport will be required for Juvenile Court. As requested, we have provided a breakdown of our fees by phase, design task, and design service. Please see below for a detailed scope of work for each design phase and associated fees

PHASE 1 PROGRAMMING AND CONCEPT DESIGN

The scope for, Phase 1 includes program verification for the Juvenile Court and Board of Elections. We will meet with Juvenile Court staff and BOE staff to review their program needs. We will also provide an evaluation of the existing building and site, to include P/M/E/FP infrastructure, existing building structure, ADA accessibility, existing building envelope, and utilities. We will also use the existing drawings provided by the City to create a new, existing condition CADD model of the facility. Deliverables for Phase 1 will include finalized and approved programs, concept floor plans, concept site plans, and a ROM cost estimate. Our fee for Phase 1 will be fixed at **\$99,200.00**, and breaks down as follows.

<u>Design Service</u>	<u>Fee</u>
Architecture	\$20,000.00
Judicial Design	\$49,200.00
Structural Engineering	\$5,000.00
P/M/E/FP Engineering	\$15,700.00
Food Service	\$2,000.00
Civil Engineering	\$3,500.00
<u>Cost Estimate</u>	<u>\$3,800.00</u>
Total	\$99,200.00

PHASE 2 FULL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

BASIC DESIGN SERVICES

Basic Design Services includes architecture and interior design, food service design, civil engineering, landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic construction permits, and allow for competitive bidding and construction of the new building and associated site work. The scope of work for Basic Design Services includes design, permitting, bidding, and construction contract administration during construction. Our fee for Phase 2 Basic Design Services will be fixed at **\$730,000.00**, and breaks down as follows.

<u>Design Service</u>	<u>Design</u>	<u>Permitting</u>	<u>Bid</u>	<u>C/A</u>	<u>Totals</u>
Architecture/Interiors	\$231,000.00	\$8,000.00	\$4,000.00	\$65,000.00	\$308,000.00
Justice Facility Design	\$114,900.00	\$1,500.00	\$2,500.00	\$21,000.00	\$139,900.00
Structural Engineering	\$55,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$67,000.00
P/M/E/FP Engineering	\$72,000.00	\$1,200.00	\$2,000.00	\$33,600.00	\$108,800.00
Food Service Design	\$6,400.00	\$500.00	\$500.00	\$1,200.00	\$8,600.00
Civil and Landscape	\$56,500.00	\$9,000.00	\$1,500.00	\$14,500.00	\$81,500.00
Cost Estimate	\$16,200.00	\$0.00	\$0.00	\$0.00	\$16,200.00
Totals	\$552,000.00	\$21,200.00	\$11,500.00	\$145,300.00	\$730,000.00

POSSIBLE ADDITIONAL SERVICES

These services are not included in any of the above services. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Topographic/Tree Survey	By Owner
Geotechnical Report	By Owner
Special Inspections Required by IBC	
Structural Observations Required by IBC	
Deep Pile Foundations	
Site Lighting (typically by GA Power)	
Property Staking/ALTA Survey/Subdivision Plat Survey	
Off-Site Utilities	
Sanitary Sewer Lift Station Design	
Wetlands Delineation and Mitigation	
Traffic Study	
Environmental Study	
Flood Plain Studies and Mitigation	
Zoning Changes	
Specialty Permitting (GDOT, USA COE, etc.)	
Code or Regulation Changes	
LEED Certification	
Furniture Selection and Procurement	
Hi-Res 3-D Color Rendering	
Value Engineering	
Commissioning	

REIMBURSABLE EXPENSES

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing for formal submittals, out of town travel, and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend an allowance of **\$5,000.00** for reimbursables.

I trust you will find this proposal acceptable. If you have any questions, please feel free to give me a call. As discussed, we are also preparing an AIA design contract. Thank you for this opportunity and we are looking forward to possibly working with you on a very successful project.

HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President

cc: G. Holmes Bell, IV, PE
C J Chance, PE
Ben Crellin, PE
File

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

'22OCT14 4:11PM

To: Augusta Procurement Department
530 Greene Street
Augusta, GA 30901

Date

13-Oct-22

Re:

22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Darrell White/Nancy Williams

We are sending you herewith:

	Prints	<input checked="" type="checkbox"/>	Documents		Submittals		Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

	Approved		Rejected		For Your Approval		Approved as Noted
	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input checked="" type="checkbox"/>	You May Proceed		Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	
--	--

cc: File _____
HGB _____

Laquona _____

Signed: Rick Acree AIA
Project Manager

Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Augusta Georgia

Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906

(706) 821-2426 Phone
(706) 796-5077 Fax

To: Hussey Gay Bell DeYoung Intl, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

Date

13-Oct-22

Re:

22-174 Design Services for
Houghton Elementary School -
Juvenile Center

Attn: Robert Armstrong

We are sending you herewith:

	Prints	<input checked="" type="checkbox"/>	Documents		Submittals		Samples
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Copies	Description	Date
1 ea	Executed Design Contract	

Receipt Acknowledged By: _____ Date: _____ Time: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>	For Your Approval	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Rev & Resubmit	<input checked="" type="checkbox"/>	For Your Use	<input type="checkbox"/>	You May Proceed	<input type="checkbox"/>	Do Not Proceed

Please Return _____ Corrected or Approved Copies

R E M A R K S	For your files
--	----------------

cc: File

HGB

Laquona

Ron Lampkin, Travis Doss, Nolan Martin - (w/o Attachment)

Signed: _____

Rick Acree AIA

Project Manager



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of July in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Augusta, Georgia
535 Telfair Street
Augusta, Georgia 30901

and the Architect:
(Name, legal status, address and other information)

Hussey Gay Bell & DeYoung International, Inc.
329 Commercial Drive
Suite 200
Savannah, GA 31406

for the following Project:
(Name, location and detailed description)

Renovation of Existing Houghton School for Juvenile Court and Board of Elections

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As included in RFQ 22-174

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation of existing Houghton School Building, located at 1001 4th Street in Augusta, GA for a Juvenile Court Facility and the Board of Elections

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$6,500,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The Board of Elections wishes to occupy the facility in December 2023

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rick Acree, AIA Project Manager
Central Services Department
City of Augusta, GA
535 Telfair Street
Augusta, GA 30901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Provided by the Architect

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Armstrong, AIA
Hussey Gay Bell
329 Commercial Drive, Suite 200
Savannah, GA 31406
rarmstrong@husseygaybell.com
(912) 354-4626

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

- .2 Mechanical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

- .3 Electrical Engineer:

Chatham Engineering
109 Park of Commerce Drive, Ste 6
Savannah, GA 31406

§ 1.1.11.2 Consultants retained under Supplemental Services:

Food Service Design – Camacho Associates
Justice Facility Architect – Docka Associates
Cost Estimating – Gleeds
Landscape Architecture – Mandel Design

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

Hussey Gay Bell Fee Proposal letter dated 7-1-2022
RFQ 22-174 and all associated Addenda

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Included in Basic Services
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineering, Landscape Design, Low Voltage, Food Service Design and Interior Design will be provided in Basic Design Services. Record Drawings will be provided to the Owner at the conclusion of construction. The Record drawings will be based on red-lines from the Contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

(Paragraph deleted)

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the 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 or by binding dispute resolution.

§ 8.2.2 The 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$834,200 for programming, design, permitting and bidding and Construction Administration, and a reimbursable allowance.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or fixed fee, TBD.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

Init.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: As indicated in Hussey Gay Bell's Fee Proposal Letter dated 7-1-2022

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

(Table deleted)

See attached Exhibit B Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Init.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph deleted)

- ☒ [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hussey Gay Bell Fee Proposal Letter dated 7-1-2022
Exhibit A from the City of Augusta
Exhibit B Hourly Rates

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Init.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Hardie Davis, Jr. Mayor
(Printed name and title)


ARCHITECT (Signature)

Robert Armstrong, AIA VP
(Printed name, title, and license number, if required)

Init.

EXHIBIT A

CONTRACT FOR DESIGN AND RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND ELECTIONS BOARD

THIS AGREEMENT is effective as of the date of the last signature, by and between AUGUSTA, **RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners ("County") and HUSSEY GAY BELL (herein "Contractor," collectively referred to as the "Parties.")

This Agreement constitutes the entire understanding between the County and Contractor for the following project, hereinafter identified as the "Project":

Project Name: Design and Renovation of Houghton School for Juvenile Court and
Board of Elections

Project Address:

City/State/Zip:

Project ID#:

General Project

Description:

This agreement shall not be modified or altered in any way without the express written agreement of all parties.

This Contract for Professional Architectural Services, ("Agreement") is executed under seal and shall be effective on the date signed by the last party to do so.

AUTHORIZED REPRESENTATIVES:

The authorized representative and addresses of the County and the Contractor are:

County's Representative

Firm Name:

Name:

Address:

City/State/Zip:

Email Address:

Phone:

Fax:

Contractor's Representative

Name: HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Address: 329 COMMERCIAL DRIVE, SUITE 200

City/State/Zip: SAVANNAH, GA 31406

Email Address: rarmstrong@husseygaybell.com

Phone: (912) 354-4626

Fax: (912) 354-6754

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

Article I.

REPRESENTATION

By executing this Agreement, the Contractor makes the following express representations to the County:

Section 1.01

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

Section 1.02

The Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Contractors duties hereunder have been fully satisfied;

Section 1.03

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

Section 1.04

The Standard of care for all professional architectural services performed to execute the work under this contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project;

Section 1.05

The Contract will prepare all documents and items required by this Agreement 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;

Section 1.06

The Contractor assumes full responsibility to the County for the negligent or willful acts and omissions of Contractor's consultants or other employed or retained by the Contractor in connection with the Project;

Section 1.07

The County and Contractor each acknowledges that it has reviewed and familiarized itself with this Agreement and agree to be bound by the terms and conditions contained herein.

Article II.**NOTICES****Section 2.01**

Unless otherwise provided by law or in this agreement, all notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by U.S. Mail, postage prepaid, or (c) sent in a PDF format via email.

Article III.**COUNTY'S RESPONSIBILITIES**

Reserved.

Article IV.**RELATIONSHIP OF THE PARTIES****Section 4.01**

Professional Architectural Services – The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor's performance of services shall be as a professional consultant to the County and to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of achieve the County's Project objectives.

Section 4.02

County Representation – The County may assign a Project Manager to serve as the County's Representative. The County's Representative has no design responsibilities of any nature. None of the activities of the County's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Contractor or their Subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Contractor shall fully cooperate with the County's Representative. Instructions by the County to the Contractor relating to

services performed by the Contractor will be issued or made by or through and in accordance with procedural, organizational and documentation standards established by the County's Representative. The County's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Contractor and any subcontractors or consultants and to conduct periodic meetings to be attended by the Contractor, and their subcontractors or subconsultants, throughout the duration of this agreement.

Section 4.03

Other Consultants – The County may provide drawings, consultation recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the County, including but not limited to: land Surveying Consultant, Geotechnical Consultant, and/or materials Testing Consultant. The Contractor can rely on the accuracy of this information.

Section 4.04

Contractor Representation

- a. The Contractor shall provide a list of all consultants and sub consultants which the Contractor intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the County. The County will review the consultants proposed. The Contractor shall not retain a consultant to which the County has an objection. The Contractor shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Contractor shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.
- b. The Contractor shall provide the County a list of proposed key project personnel of the Contractor and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the County through the County's Representative. Such key personnel and consultants shall be satisfactory to the County and shall not be changed except with the consent of the County unless said personnel cease to be in the County's (or its consultants or sub consultants, if applicable) employ.
- c. If required by the County's Representative, all agents and workers of the Contractor and its subconsultants shall wear identification badges provided by the Contractor at all times that they are on the County's property. The identification

badge shall at a minimum require the company name and telephone number and the employee name.

Article V.

SCOPE OF PROJECT

PHASE ONE:

Conduct bi-weekly update meetings with select staff and/or Commission members for the duration of Phase One.
Conduct and document public meetings
Provide periodic updates to the Augusta Mayor and Commission on progress and concept

PHASE TWO:

Preparation and presentation of Preliminary Design with up to two rounds of modification to be submitted for approval
Completion and presentations of design development to include monthly updates to a designated committee for the project.
Development of construction documents, to include specifications, ready for competitive bid through the Augusta Procurement Department.
Evaluation of bids and scope adjustments, as required, to ensure the contract price is within the owner's budget.
Construction administration including evaluation of periodic applications for payment, review of submittals, responding to Requests for Information, monthly site visits.
Assembly and review of closeout documentation.

Article VI.

DESIGN NOT TO EXCEED

Section 6.01

County's Budget – The Contractor understands and acknowledges that the Contractor.

Section 6.02

Limitation on Construction Contract Award – The Contractor agrees to design the Project so that the actual CCAP does not exceed the budgeted CCAP indicated above.

Section 6.03

County's Remedies for Excessive Cost – If the lowest bona fide bid or negotiated CCAP exceeds the County's budgeted CCAP by more than five percent (5%) the County may, in addition to any other remedies provided in this contract either a) accept the bid or negotiated CCAP; or b) require the Contractor, at no cost to the County, re-bid or re-negotiate the Project; or cancel the work or any portion of the work; or revise the scope

of the Work as required to reduce the CCAP; or provide value engineering to reduce the CCAP to the budgeted CCAP; or assist the County in redefining the scope of the Project; and the County will reasonably cooperate in identifying cost cutting measures.

Article VII.

COMPENSATION AND TERMINATION

Section 7.01

Basic Services Compensation – The County shall compensate the Contractor in accordance with the terms and conditions of this Agreement including the following:

- (a) For the basic Services _____
- (b) No amount is to be included within the scope of the CCAP for the cost of land, rights of way or other non-construction costs which are the responsibility of the County.
- (c) Specified excuses for delay or non-performance - Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
- (d) Termination of the Agreement for Default - Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. County may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.
- (e) Termination – County may terminate this agreement for any reason with 10 days written notice delivered to Contractor by email or certified mail to the Authorized Representative. If the Authorized Representative changes during the course of this contract, the Contractor must update the County so that notice can be sent to the newly appointed Authorized Representative.
- (f) Defective pricing - To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- (g) Georgia Prompt Pay Act not applicable - The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- (h) Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Contractor under this agreement.
- (i) Termination of the Contract in whole or in Part for the Convenience of County - County may, at any time upon thirty (30) days' written notice to the Contractor, terminate the whole or any portion of the work for the convenience of County. Said termination shall be without prejudice to any right or remedy of County provided herein. The Contractor shall be paid for any validated services under this Contract up to the time of termination

Article VIII.

HOLD HARMLESS

Section 8.01

Hold Harmless - Except as otherwise provided in this agreement, Contractor shall indemnify and hold harmless County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work on Project.

Article IX.

ADDITIONAL PROVISIONS

Section 9.01 Venue and Jurisdiction.

The law of the State of Georgia shall govern the Contract between Augusta and Contractor with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Section 9.02 Right to inspect premises.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Contractor or any subcontractor of Contractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

Section 9.03 E-Verify

Contractor agrees that in compliance with O.C.G.A. § 13-10-91, Contractor has registered with and is participating in a federal work authorization program. Contractor has provided their E-

Verify number to the County and are in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with County the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to County at the time the subcontractor(s) is retained to perform such physical services.

Section 9.04 Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary for County to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to County. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to County the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by County. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by County. Failure to provide such reports within the time period specified by County shall entitle County to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Section 9.05 Insurance Requirements

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the COUNTY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

COUNTY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

Section 9.06 Acknowledgement

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Section 9.07 Prohibition against Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Section 9.08 Open Records - Contractor acknowledges that all records related to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act. (O.C.G.A. §50-18-70, et. Seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify County immediately of any request and the response to such request.

Section 9.09 Sovereign Immunity - County reserves all immunities, defenses, rights or actions arising out of the County's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the County's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the County's entry into this Contract.

Section 9.10 Force majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Contract, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Contract. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, excluding Covid - 19, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.


[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

AUGUSTA:

CONTRACTOR:


AUGUSTA, GEORGIA


BY: 
PRINTED NAME: HARDIE DAVIS, JR.
AS ITS: MAYOR

BY: 
PRINTED NAME: Robert Armstrong, AIA
AS ITS: Vice President

ATTEST CLERK:

ATTEST:


PRINTED NAME: Lena Bonner
AS ITS: Clerk of Commission


PRINTED NAME: C J Chance, PE
AS ITS: Vice President

DATE: 9/7/2022

DATE: 23 August 2022



EXHIBIT B

HUSSEY GAY BELL

Established 1958

Hussey, Gay, Bell & DeYoung
International, Inc.
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
9/1/2021

Professional Architect (Testimony & Preparation)	345.00
Managing Principal	180.00
Principal Architect	155.00
Architect III	150.00
Architect II	130.00
Architect I	120.00
Intern Architect	95.00
Architectural Technician III	120.00
Architectural Technician II	110.00
Architectural Technician I	90.00
Interior Designer I	70.00
Administrative	65.00

HUSSEY GAY BELL*Established 1958*

Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00



Hourly Billing Rates

Title	Rate
Senior Electrical Engineer II - Principal	\$210
Senior Electrical Engineer I – Principal	\$190
Electrical Engineer I – Principal	\$135
Electrical Designer II	\$110
Electrical Designer I	\$90
Senior Mechanical Engineer – Principal	\$160
Mechanical Engineer II - Principal	\$125
Mechanical Engineer I	\$105
Plumbing Designer II – Principal	\$135
Plumbing Designer I	\$82.50
CADD Operator	\$80
Office Manager/Clerical	\$75

Rates are subject to change each year. Modifications, as needed, are made in August of each year.

F:\Project Admin Folder\Marketing\Hourly Billing Rates no names.doc



July 6, 2022

VIA E-MAIL

E-mail: rarmstrong@husseygay-bell.com

Mr. Robert Armstrong, Principal
Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

RE: Augusta Juvenile Courthouse

Dear Robert,

Our current hourly rates are as follows:

- | | |
|------------------------|-------|
| • Principal | \$300 |
| • Senior Programmer | \$225 |
| • Senior Planner | \$225 |
| • Security Planner | \$225 |
| • Justice Technology | \$200 |
| • AV and Data Engineer | \$200 |
| • Administration | \$120 |

Sincerely,

A handwritten signature in blue ink, appearing to read 'PJ Docka', is written over a horizontal line.

P. J. Docka
Principal



Hourly rates are as follows:

Hourly Rates		
Project Principal	\$225.00/HR	\$ 1500.00 PER DIEM
Project Manager	\$190.00/HR	\$ 1275.00 PER DIEM
Quality Control Coordinator	\$135.00/HR	
Project Coordinator	\$125.00/HR	
Revit Operator	\$100.00/HR	
Specifications Writer	\$ 90.00/HR	
Admin Coordinator	\$ 80.00/HR	

Nicholas Dickinson, II, AIA, NCARB, CEO/President
Erin Armstrong, AIA, NCARB, LEED AP, Partner



August 3, 2022

RE: Dickinson Architects, P.C.
Hourly Rates

Hourly Rates

Principal Architect	\$180/hr
Associate Architect	\$150/hr
Designer	\$100/hr
Interior Designer	\$125/hr
Draftsman/Cad Operator	\$ 75/hr
Admin Assistant	\$ 75/hr

Sincerely,

A handwritten signature in blue ink that reads 'Nicholas Dickinson, II'. The signature is written in a cursive, flowing style.

Nicholas Dickinson, II
CEO/President

HUSSEY GAY BELL

Established 1958

1 July 2022

Nancy Williams, Contract Compliance Administrator
Procurement Department
CITY OF AUGUSTA, GA
535 Telfair Street, Room 605
Augusta, GA 30901

**RE: RENOVATION OF HOUGHTON SCHOOL FOR JUVENILE COURT AND
BOARD OF ELECTIONS
A/E DESIGN SERVICES FEE PROPOSAL**

Dear Ms. Williams:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural & Engineering design services for the proposed renovation of the Houghton school for Juvenile Court and Board of Elections. The current construction budget is \$6.5M. The current program for the Juvenile Court is approximately 30,000 SF, and it is estimated that BOE will need 15,000-20,000 SF. The BOE will require a loading dock and wishes to occupy the building in December 2023. A new secure sallyport will be required for Juvenile Court. As requested, we have provided a breakdown of our fees by phase, design task, and design service. Please see below for a detailed scope of work for each design phase and associated fees

PHASE 1 PROGRAMMING AND CONCEPT DESIGN

The scope for, Phase 1 includes program verification for the Juvenile Court and Board of Elections. We will meet with Juvenile Court staff and BOE staff to review their program needs. We will also provide an evaluation of the existing building and site, to include P/M/E/FP infrastructure, existing building structure, ADA accessibility, existing building envelope, and utilities. We will also use the existing drawings provided by the City to create a new, existing condition CADD model of the facility. Deliverables for Phase 1 will include finalized and approved programs, concept floor plans, concept site plans, and a ROM cost estimate. Our fee for Phase 1 will be fixed at **\$99,200.00**, and breaks down as follows.

<u>Design Service</u>	<u>Fee</u>
Architecture	\$20,000.00
Judicial Design	\$49,200.00
Structural Engineering	\$5,000.00
P/M/E/FP Engineering	\$15,700.00
Food Service	\$2,000.00
Civil Engineering	\$3,500.00
<u>Cost Estimate</u>	<u>\$3,800.00</u>
Total	\$99,200.00

PHASE 2 FULL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

BASIC DESIGN SERVICES

Basic Design Services includes architecture and interior design, food service design, civil engineering, landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic construction permits, and allow for competitive bidding and construction of the new building and associated site work. The scope of work for Basic Design Services includes design, permitting, bidding, and construction contract administration during construction. Our fee for Phase 2 Basic Design Services will be fixed at **\$730,000.00**, and breaks down as follows.

<u>Design Service</u>	<u>Design</u>	<u>Permitting</u>	<u>Bid</u>	<u>C/A</u>	<u>Totals</u>
Architecture/Interiors	\$231,000.00	\$8,000.00	\$4,000.00	\$65,000.00	\$308,000.00
Justice Facility Design	\$114,900.00	\$1,500.00	\$2,500.00	\$21,000.00	\$139,900.00
Structural Engineering	\$55,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$67,000.00
P/M/E/FP Engineering	\$72,000.00	\$1,200.00	\$2,000.00	\$33,600.00	\$108,800.00
Food Service Design	\$6,400.00	\$500.00	\$500.00	\$1,200.00	\$8,600.00
Civil and Landscape	\$56,500.00	\$9,000.00	\$1,500.00	\$14,500.00	\$81,500.00
Cost Estimate	\$16,200.00	\$0.00	\$0.00	\$0.00	\$16,200.00
Totals	\$552,000.00	\$21,200.00	\$11,500.00	\$145,300.00	\$730,000.00

POSSIBLE ADDITIONAL SERVICES

These services are not included in any of the above services. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Topographic/Tree Survey	By Owner
Geotechnical Report	By Owner
Special Inspections Required by IBC	
Structural Observations Required by IBC	
Deep Pile Foundations	
Site Lighting (typically by GA Power)	
Property Staking/ALTA Survey/Subdivision Plat Survey	
Off-Site Utilities	
Sanitary Sewer Lift Station Design	
Wetlands Delineation and Mitigation	
Traffic Study	
Environmental Study	
Flood Plain Studies and Mitigation	
Zoning Changes	
Specialty Permitting (GDOT, USA COE, etc.)	
Code or Regulation Changes	
LEED Certification	
Furniture Selection and Procurement	
Hi-Res 3-D Color Rendering	
Value Engineering	
Commissioning	

REIMBURSABLE EXPENSES

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing for formal submittals, out of town travel, and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend an allowance of **\$5,000.00** for reimbursables.

I trust you will find this proposal acceptable. If you have any questions, please feel free to give me a call. As discussed, we are also preparing an AIA design contract. Thank you for this opportunity and we are looking forward to possibly working with you on a very successful project.

HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President

cc: G. Holmes Bell, IV, PE
C J Chance, PE
Ben Crellin, PE
File

Nancy M. Williams

From: Timothy Schroer
Sent: Wednesday, April 12, 2023 3:29 PM
To: Laquona Sanderson
Cc: Scarlet Green; Nancy M. Williams; Ron Lampkin
Subject: RE: #22-174 Account Number

As Requested

Juvenile Court Facility
GL 330-05-1120
JL 223051102
Object code for this PO – 5212112

Ledger: JL
Report Date: 04/12/2023
JL Budgets and Actuals with Encumbrances
Fiscal Year: 2
Fiscal Period:
Budget Version: 1

Object	Description	Budget	Actual	Encumbrance	Balance
223051102	Juvenile Court Facility				
5212112	Architects	839,200.00	0.00	0.00	839.2
6011110	Contingency	5,160,800.00	0.00	0.00	5,160.8
Revenue & Transfers In:		0.00	0.00	0.00	6,000.0
Expenditure and Transfers Out:		6,000,000.00	0.00	0.00	-6,000.0
Net:		-6,000,000.00	0.00	0.00	-6,000.0
<hr/>					
Grand Total (REV & TI):		0.00	0.00	0.00	
Grand Total (XP & TO):		6,000,000.00	0.00	0.00	6,000.0
Net:		-6,000,000.00	0.00	0.00	-6,000.0

Timothy E. Schroer, CPA, CGMA
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
✉ tschroer@augustaga.gov | 📠 Office: (706) 821-1741 | 📠 Fax: (706) 821-2520

From: Laquona Sanderson <LSanderson@augustaga.gov>
Sent: Tuesday, April 11, 2023 9:29 AM
To: Timothy Schroer <Tschroer@augustaga.gov>

Cc: Scarlet Green <Sgreen@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>
Subject: #22-174 Account Number
Importance: High

Tim,

I am reaching out to follow up on the GL & JL for the attached requisition as the vendor is requesting payment for services.

LaQuona Sanderson

LaQuona Sanderson | Business Analyst | Fleet Manager
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augustaga.gov | www.augustaga.gov



From: LaQuona Sanderson
Sent: Wednesday, February 15, 2023 9:12 AM
To: Timothy Schroer <TSchroer@augustaga.gov>
Cc: Rick Acree <racree@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: FW: PO Request
Importance: High

Tim,

Please see the attached requisition for Craig Houghton and provide the SPLOST account number.

Thank you,

LaQuona Sanderson

LaQuona Sanderson | Business Analyst | Fleet Manager
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augustaga.gov | www.augustaga.gov



From: Nancy M. Williams <NWilliams@augusta.ga.gov>
Sent: Tuesday, February 14, 2023 6:14 PM
To: Laquona Sanderson <LSanderson@augusta.ga.gov>
Subject: RE: PO Request

From: Laquona Sanderson <LSanderson@augusta.ga.gov>
Sent: Tuesday, February 14, 2023 3:39 PM
To: Nancy M. Williams <NWilliams@augusta.ga.gov>
Subject: PO Request

Nancy,

Please send a copy of the following purchase orders:

- 23CSA002
- Craig Houghton converts to Juvenile Court

Thank you,

Laquona Sanderson

LaQuona Sanderson | Business Analyst | Fleet Manager
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2892 | (c) 706-836-2853
LSanderson@augusta.ga.gov | www.augusta.ga.gov



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AED:104.1

