STANDARD FORM OF CONTRACT

FOR ARCHITECTURAL SERVICES

BETWEEN THE

BIBB COUNTY BOARD OF EDUCATION

AND THE

ARCHITECT

Architect: **Leah F. Jones Architects LLC.**

Project Name: **Hartley Elementary School Kitchen Renovation**

Address: **2230 Anthony Road Macon, GA 31204**

Project No.: **RFP-26-013**

Description: **Design Services for Renovations to Hartley Elementary School Kitchen**

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CONTRACT FOR ARCHITECTURAL SERVICES

This contract (the "Contract") is made and entered into by and between the Bibb County Board of Education (the "Owner") and Leah F. Jones (LFJ) Architects LLC, (the "Architect"). This Contract is executed under seal and shall be effective on the date executed by the last party to execute it.

The architectural services required by this Contract are to be rendered for a kitchen renovation project identified as Hartley Elementary School Kitchen Renovation, (the "Project").

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

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

The Architect, by executing this Contract, makes the following express representations and warranties to the Owner:

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

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

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

1.4 The Architect shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be and comply with the applicable professional standard of care, including as that standard relates to compliance with applicable law, codes and regulations; and,

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

ARTICLE 2

PRELIMINARY CONSULTATION, EXAMINATION AND REPORT

Prior to the preparation of the Preliminary Design as required by Article 3 below, the Architect shall first consult in detail with the Owner, and shall carefully examine any information provided by the Owner concerning the Owner's policies, purposes, concepts, objectives, desires, and design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements, and any other information provided by the Owner concerning the Owner's criteria for the Project (collectively, all of the foregoing information may be referred to as the "Owner's Criteria"). Following such examination, and in no event later than thirty (30) days after the effective date of this Contract, the Architect shall prepare and submit to the Owner a written report detailing the Architect's budgetary, operational, or other problems or recommendations which may result from the Owner's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate, addressing each of such identified problems.

ARTICLE 3

PRELIMINARY DESIGN AND PRICE ESTIMATES

3.1 After reviewing with the Owner the written report required by Article 2 above, agreeing upon any proposed solutions to identified problems resulting from the Owner's Criteria, and in no event later than sixty (60) days after the effective date of this Contract, the Architect shall draft and submit to the Owner a "Preliminary Design" for the Project. The Preliminary Design shall be consistent with the Owner's Criteria, as, and if, modified, and shall include the following:

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

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

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

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

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

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

3.2 Upon completion of the Preliminary Design, the Architect shall submit to the Owner, in writing, its estimate of the contractor's anticipated price for constructing the Project. This estimate may be based on current area, volume, or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Design for Construction, the Architect shall update and refine the preliminary estimate of the contractor's anticipated price for constructing the Project. At a minimum, the Architect shall submit to the Owner in writing its updated and refined

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

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

ARTICLE 4

DESIGN FOR CONSTRUCTION

4.1 Upon written direction from the Owner, after reviewing with the Owner the Preliminary Design required by Article 3 above, and after incorporating any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design or with respect to the Owner's Criteria, as, and if, modified, and in no event later than thirty (30) days after the effective date of this Contract, the Architect shall draft and submit to the Owner the "Design for Construction". The Design for Construction shall include, without limitation, plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for construction of the Project. In preparing the Design for Construction, including without limitation any changes thereto, the Architect shall, as and when necessary, file and review all plans and specifications with all departments, divisions and offices of the State of Georgia and of Macon-Bibb County having jurisdiction and requiring such filing or review, including without limitation the State of Georgia Department of Education, State of Georgia Environmental Protection Division, Macon-Bibb County Building Department, Macon-Bibb County Development Department, Macon-Bibb County Fire Marshall any municipality, and incorporate all required review comments into the plans and specifications. The Design for Construction shall comply with the professional standard of care as that standard relates to accuracy, coordination and applicable law, codes, and regulations, and with all standards, criteria (including the Owner's Criteria), and memoranda of policy furnished by the Owner. Products, equipment, and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. In preparing the Design for Construction, the Owner shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. As to the geotechnical consultant, the Architect shall be responsible for (a) recommending the scope and locations of any geotechnical investigation(s) and (b) designing the Project in accordance with the analyses and recommendations of its geotechnical consultant. The services required of the Architect under this Contract do include, without limitation, an Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services required by law or otherwise necessary to provide permittable drawings and specifications.

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

4.2.1 Architect shall provide Owner with all final plans on computer disk in AutoCAD version 2012 (in PDF format), or scanned onto magnetic media that can be accessed by AutoCAD 2012;

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

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

4.3 The Architect, with its qualified Engineers, are responsible for the calculation of structural, mechanical, and electrical work including, but not limited to verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

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

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

4.4 Omitted

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

4.6 The Architect acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design and that the Owner, therefore, assumes no responsibility for design. The Architect acknowledges and agrees that the review of plans and specifications by the Owner is limited to determining whether such documents are generally consistent with the Owner’s Criteria, as, and if, modified. The Owner does not undertake to inquire into the adequacy, fitness, suitability, or correctness of engineering or architectural design. The Architect agrees that no review of plans and specifications by the Owner or by any person, body, or agency shall relieve Architect of the responsibility for the adequacy, fitness, suitability, and correctness of architectural and engineering design. The Architect agrees that no review of plans and specifications by the Owner or by any person, body, or agency shall relieve Architect of its responsibilities under this agreement.

4.7 The Architect shall create and provide to Owner a list of the plans, specifications and other documents constituting the Design for Construction (the “Design Document List”). The

Architect shall update the Design Document List and provide such updates to the Owner and the contractor as and when Owner authorized addenda, Change Orders, or other Owner authorized revisions to the Design for Construction are issued. The Architect shall ensure that the Design Document List is at all times accurate, complete, and current, taking into account all Owner authorized changes to the Construction Contract.

ARTICLE 5

FINAL PRICE ESTIMATE

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

ARTICLE 6

EXCEEDING AN ESTABLISHED STATED COST LIMITATION

The Owner shall establish a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the "Stated Cost Limitation"). The Stated Cost Limitation shall be set forth in and governed by the "Mandatory Addendum to the Owner/Architect Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds" (the "Mandatory Addendum"). In addition to the provisions of the Mandatory Addendum regarding the Architect's final project cost estimate, in the event the lowest bid or proposal from a qualified contractor exceeds the Stated Cost Limitation, the Owner may require the Architect, at no cost to the Owner, to consult with the Owner and to revise the Design for Construction, based on sound principles of architectural and engineering design, so as to obtain a bid price or proposal at or below the Stated Cost Limitation. Absent clear and convincing evidence of gross negligence of the Architect in making its final project cost estimate or in designing the Project without regard to the Stated Cost Limitation, providing such revisions shall fulfill the Architect's liability to the Owner in connection with the Stated Cost Limitation.

ARTICLE 7

DUTIES, OBLIGATIONS AND RESPONSIBILITIES AFTER DESIGN

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

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

7.2.1 In addition to its duties, obligations and responsibilities set forth in the following paragraphs of this Article 7, the Architect shall have and perform those duties, obligations and responsibilities of the Architect set forth in the Construction Contract. The Architect hereby acknowledges that it has received, reviewed, and studied a true and correct unexecuted copy of the form of the Construction Contract and same is herein incorporated by reference. Any changes to the form of Construction Contract made by the Owner shall be enforceable under this Contract unless such change is inconsistent with this Contract and the Architect specifically objects to such change, in writing, not later than five (5) days from the Architect's receipt of such change;

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

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

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

7.2.4.1 In addition to any other inspections required by this Contract, the Architect shall timely review and take all reasonable action in response to written reports generated by the Owner's consultant(s) regarding their inspections of the installation and maintenance of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.2 The Architect shall, based on the written reports of the Owner's consultant(s), take all reasonable and necessary measures to ensure that the construction contractor provides, satisfies or otherwise complies with all requirements and conditions of the State

of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit.

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

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

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

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

7.2.9 The Architect shall receive and promptly examine, study, and approve, or otherwise respond to, the contractor's shop drawings and other submittals required by the contract documents. Approval by the Architect of the contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is in the Architect's professional opinion, in general conformance with the Construction Contract. The Architect shall not approve variance requests from the contractor without consulting the Owner;

7.2.10 The Architect shall receive and promptly examine and promptly consult with and advise the Owner concerning requests for Change Orders from the contractor. Upon request by the Owner, the Architect shall draft Change Orders, whether initiated by the Owner, or by the contractor and approved by the Owner, in accordance with the Construction Contract. No change in the Construction Contract, such as the price, the work, or the time for completion, may be made without the written consent of the Owner;

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

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

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

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

1 the description and nature of the proposed change and by whom the change has been requested;

2 the cause of the proposed change and whether the proposed change is due to error or omission, unforeseen conditions, owner requested change or other cause;

3 the necessity of the proposed change;

4 the purpose of the proposed change;

5 the advantages and disadvantages of the proposed change;

6 the likely cost of the proposed change;

7 the likely effect on the construction schedule of the issuance or nonissuance of the proposed Change Order;

8 all other impacts and problems that may result from the issuance or nonissuance of the proposed Change Order;

9 any reasonable alternatives to the proposed change; and

10 the course of action recommended by the Architect.

7.2.11 The Architect shall require its consultants to participate in site visits to the Project regarding the determination of whether Substantial Completion has been achieved and the determination of whether Final Completion has been achieved, and shall require each consultant to prepare a written listing of those matters, if any, yet to be finished, copies of which shall be furnished to the Owner together with the Architect's written listing of matters, if any, yet to be finished. Based upon these site visits, the Architect shall certify in writing to the Owner that, in the Architect's professional opinion, the date upon which the contractor has achieved Substantial Completion of the Project and the date upon which the contractor has achieved Final Completion of the Project;

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

7.2.13 Omitted;

7.2.14 The Architect shall review any as-built, or record, drawings furnished by the contractor;

7.2.15 The Architect shall be responsible for any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both. The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both;

7.2.16 Omitted;

7.2.17 Once site work begins, the Architect shall attend a Project progress meeting at least twice per month.

ARTICLE 8

INDEMNITY

The Architect shall indemnify and defend the Owner for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Architect or other persons employed or utilized by the Architect in the performance of this Contract.

ARTICLE 9

SCHEDULE

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

ARTICLE 10

PERSONNEL AND CONSULTANTS

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

NAME	FUNCTION
_____	Project Manager/Architect
_____	Electrical Engineer
_____	Mechanical Engineer
_____	Structural Engineer

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

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

All design personnel are direct employees of the design firm.

ARTICLE 11

PAYMENTS

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

11.1 The Architect shall be paid for those services required by this Contract a fee 5.25% of the "Cost of Construction." The Cost of Construction is defined as the contract price for construction of the Project ultimately agreed to between the Owner and the general contractor and reflected in a written construction contract signed by the Owner, and as may be increased or decreased throughout the course of the Project by written change orders signed by the Owner; provided, however, that until such time as the Owner and the general contractor execute a construction contract setting forth the contract price for construction of the Project, the Architect's 5.25% fee shall be based on the Architect's estimates of the contractor's anticipated price for constructing the Project, as provided in Paragraphs 3.2, 3.3 and Article 5; provided, further, that upon the Owner's receipt of competitive sealed bids or proposals from general contractor's, the

Architect's 5.25% fee then shall be based on the contract price bid or proposed by the lowest responsible bidder (if sealed bids) or most advantageous offeror (if sealed proposals) until such time that the Owner signs the contract for construction, at which time the Architect's fee shall become and remain 5.25% of the Cost of Construction." Prior to the Owner's final payment to the Architect, the Architect shall reconcile its payments under this Contract to verify and ensure to the Owner that the Owner's payments to the Architect do not exceed 5.25% of the Cost of Construction, and the Architect promptly shall pay or credit any over-payment to the Owner.

	Milestone Description	Allocated Percentage of Amount Set Forth In Paragraph 11.1
11.1.1	Schematic Design	5%
11.1.2	Design Development	15%
11.1.3	Construction Documents	50%
11.1.4	Bidding	5%
11.1.5	Construction Administration	25%
	Total	100%

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

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

Principal Architect	$235.00/hr.
Architecture	$175.00/hr.
Project Manager	$125.00/hr.
Intern Architect/Architectural Designer	$100.00/hr.
Interior Designer	$125.00/hr.
BIM / CADD Specialist	$100.00/hr.
Administrative Support	$ 75.00/hr.

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

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

(a) flood plain study and delineation;

(b) wetlands study and delineation;

(c) offsite utility system design;

(d) domestic and fire water wells, towers or pressure booster systems design;

(e) the Architect's participation or cooperation in any judicial proceeding

11.3 In addition to the payments provided for hereinabove, and subject to the two immediately succeeding sentences of this paragraph 11.3, the Architect shall be entitled to receive payment for reasonable expenses actually and properly incurred by the Architect in connection with the Project and documented with such supporting documentation as the Owner may require. Such expenses, however, are limited to transportation, long-distance calls, and actual cost of copying and postage or other reasonable mode of transmission of plans, specifications, and other project documents. The aggregate sum of such expenses shall not exceed the actual cost plus 10% without first receiving written authorization therefor from the Owner and all expenses in excess of said amount shall be paid by the Architect without reimbursement from the Owner;

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

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

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

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

ARTICLE 12

PROJECT RECORDS

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

ARTICLE 13

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

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

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

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

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

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

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

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

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

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

ARTICLE 14

APPLICABLE LAW

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

ARTICLE 15

OWNERSHIP OF THE PRELIMINARY DESIGN AND THE DESIGN FOR CONSTRUCTION

The Preliminary Design and the Design for Construction shall become and be the sole property of the Owner upon payment to the Architect under this agreement. The Architect may maintain copies thereof for its records and for its future professional endeavors.

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 18

ERRORS AND OMISSIONS INSURANCE

The Architect and its subconsultants shall have and maintain errors and omissions insurance (also known as Professional Liability Insurance) as provided in the Mandatory Addendum.

ARTICLE 19

OTHER INSURANCE

The Architect shall also maintain insurance in accordance with the requirements of Exhibit “C” attached hereto and incorporated herein by reference.

ARTICLE 20

TERMINATION

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

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

ARTICLE 21

COOPERATION WITH CONSTRUCTION MANAGER

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

21.2 In the event the Owner gives the Architect written notice that Owner will employ the services of a construction manager, the term "contractor" as used in this Contract shall mean "construction manager" and the term "Construction Contract" as used in this Contract shall mean "Construction Management Contract".

21.3 The Architect shall fully cooperate with the Owner's construction manager. Such cooperation shall include, without limitation, providing any requested information to the construction manager, and advising, meeting with, consulting with, and coordinating with the construction manager.

21.4 The Architect acknowledges that it has received, reviewed, and studied the contract between the Owner and construction manager. To the extent that the construction manager is authorized and responsible for providing certain services delegated to the Architect hereinabove, the Architect's role with reference thereto shall be to advise, consult, and cooperate with the construction manager in its provisions of such services.

21.5 The Architect is not a third-party beneficiary of any agreement by and between Owner and any construction manager. It is expressly acknowledged and agreed that Architect's duties to Owner are independent of, and are not diminished by, any duties owed to Owner by the construction manager.

ARTICLE 22

PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 23

MANDATORY ASBESTOS STATEMENT

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

ARTICLE 24

ENTIRE AGREEMENT

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

ARTICLE 25

MISCELLANEOUS

25.1 Throughout the performance of its duties under this Contract, the Architect shall comply with, the professional standard of care as it relates to compliance with laws applicable to the design of the Project or the administration of the Construction Contract, including without limitation the rules, guidelines, and other requirements of the State of Georgia Environmental Protection Division, the State of Georgia Department of Education and the ordinances and codes of Macon-Bibb County Georgia. The Architect shall comply with all state and federal immigration laws, rules and regulations, and the Architect shall provide the Owner with completed and signed affidavits, in the form attached hereto as Exhibit "E."

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

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

25.4 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of 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. 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings,

which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Subject to the express approval of the Bibb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

OWNER:

BIBB COUNTY BOARD OF EDUCATION
[Typed Name]

By:_____
[Signature]

Myrtice C. Johnson, Board President
[Printed Name, Title]

By:_____
[Signature]

Dr. Dan A. Sims, Superintendent
[Printed Name, Title]

_____
[Date of Execution]

ARCHITECT:

Leah F. Jones Architects LLC
Typed Name

By:_____
[Signature] [SEAL]

Leah F. Jones, AIA, NCARB, Principal Architect
[Printed Name, Title]

_____
[Date of Execution]

EXHIBIT "A"

SAMPLE ITEMIZATION OF TASKS FOR DESIGN SCHEDULE

This exhibit is intended to be illustrative of the itemization of tasks Owner requires in the Design Schedule. Nothing herein shall be deemed or construed to limit the Design/Builder's duties to the tasks identified in this exhibit. Illustrative tasks include, without limitation, the following as applicable to the Project:

Notice to Proceed

Project Kick-Off Meeting

PRELIMINARY CONSULTATION

As-built Documentation/Building Space Survey
MEP Analysis/Investigation
Needs Assessment
Code Review
Utilities Review
Program/Planning Work Sessions
Preliminary Presentation
Final Submission
Owner Review & Approval
Notice to Proceed
Soil Borings
Survey

PRELIMINARY DESIGN & CONSTRUCTION DOCUMENTS

Document Preparation
Finalize Site Architectural Plan
Finalize Conceptual Floor Plans
GDOE Preliminary Submittal
GDOE Preliminary Approval
Civil Documents
Landscape Conceptual Plan
LDP Submittal
LDP Approval
Architectural Plans (Renovations & Addition)
Preliminary Interiors Selections
Interiors Presentation to Owner
Incorporate Owner's Comments Interiors
Structural
MEP
Preliminary Cost Estimate
Outline Specifications
Quality Control Review
Fire Marshal Review
Submit Preliminary Design to Owner
Review Documents w/Owner
Incorporate Owner Comments
Notice to Proceed to Construction Documents

GDOE Check Set Submittal
GDOE Check Set Approval
Document Preparation
Final Civil Documents
Architectural Plans
Structural
MEP
Specifications
Coordination of Documents
Quality Control Review
65% Cost Estimate
95% Cost Estimate
Final Cost Estimate
Submit C.D. Documents to Owner
Review Documents w/Owner
Incorporate Owner Comments

BUILDING PERMIT

GDOE Final Submission
Submit for Building Permit
GDOE Final Approval
Building Permit/LDP
Incorporate Permit Review comments

BID/NEGOTIATIONS

Bid Period
Pre-Bid Conference
Negotiations & Award
Begin Construction

EXHIBIT "B"

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

[To Be Added If Required]

CONTRACT FOR ARCHITECTURAL SERVICES

EXHIBIT "C"

OTHER INSURANCE

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

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

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

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

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

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

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

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

EXHIBIT "D"

ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools," Section 763.99 "Exclusions" paragraph (a)(7), I _____
(Architect)

of record for _____, _____
(Project Name) **(Substantial Completion Date)**

located in _____, _____,
(School System Name) **(State Project Number)**

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

_____
(Architectural Firm)

_____
(Signature of Architect)

_____
(Date)

_____
(Georgia Architectural License Number)

_____
(Seal and Signature)

EXHIBIT "E"
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Bibb County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

Name of Public Employer: Bibb County Board of Education

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20___ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____, 20___.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ _____ [insert name of contractor] on behalf of Bibb County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

Name of Public Employer: Bibb County Board of Education

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20___ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires: _____, 20____.

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract] and _____ [insert name of contractor] on behalf of Bibb County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

Name of Public Employer: Bibb County Board of Education

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20___ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____, 20___