MERIK

BUILDING CONSTRUCTION CONSULTANTS

PROPOSAL

OWNER	BIBB COUNTY BOARD OF EDUCATION		
FACILITIES:	Northeast High Metal, Northeast High Low Slope, Ballard Hudson, Weaver Middle, Southfield Elementary, ELAM At Burke, Union Elementary		
OWNER'S REP:	SAM KITCHENS Assistant Superintendent of Operations		
QUOTED BY:	JODY USRY Principal MERIK CONSULTING, INC.	QUOTED ON	27 JULY 2026
DESCRIPTION:	ROOFING/ENERGY EFFICIENCY ENHANCEMENT PROJECT PHASE II		

DETAIL:

A. Produce and provide project documents.

1. Technical specifications
2. Diagrams and detail drawings

B. Provide project administration to the successful conclusion of the project including:

1. Interface and coordinate with the owner to produce and publish the project manual.
2. Conduct a pre-bid conference.
3. Produce necessary addendums.
4. Evaluate bid proposals supply recommendations.
5. Receive and evaluate submittals from the successful bidder.
6. Conduct a pre-construction conference.
7. Monitor, enforce the requirements, and report on the progress of the project during construction.
8. Review and make recommendations regarding any proposed changes or change orders.
9. Review and make recommendations on pay requests or draws.
10. Execute a final inspection, and as necessary, re-inspection.
11. Execute project close out, including but not limited to securing the specified warranty or warranties, and archiving the job.

Merik, Inc. will accept, as full payment for these services, six percent (6%) of the contract total for production of the project documents, and four (4%) for project administration. *In the case the project is not awarded, the fees will be assessed on the lowest bid, or in the case of no bids, the project budget.*

ACCEPTED BY		ACCEPTED ON	
SIGNATURE		P.O. NUMBER	

Quotation good for 30 days of date on proposal. Payment terms, unless otherwise noted will be net 30. Please remit the accepted proposal to jusry@merikinc.com, or mail to P.O. Box 1060, Byron, GA 31008. Purchase orders numbers are optional. Additional Terms and Conditions follow.

Merik, Inc. Terms and Conditions

Parties to the Agreement

Client shall be construed to mean The Bibb County Board of Education where it appears in this agreement.

Consultant shall be construed to mean Merik, Inc., P.O. Box 1060, 1130 W White Rd., Byron, GA, where it appears in this agreement.

Terms and Conditions

A. Warranty, Liability, and Standard of Care

1. Consultant shall perform Services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the Project. In the event any portion of the Services fails to comply with this warranty obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will promptly perform such portion of the Services, or if performance is impracticable, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.

2. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the Services included in this proposal.

3. In no event shall Consultant be liable for any special, indirect, incidental or consequential loss or damages.

B. Reports

1. The Services and any data, recommendations, proposals, reports, specification criteria, and similar information provided by Consultant to Client are provided for the exclusive use of Client on the Project and are not to be used or relied upon in connection with other projects or by third parties.

2. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant and are made available for Client's use subject to the limitations of this Proposal. All such reports, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

C. Project Site

1. Reasonable precautions will be taken to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Consultant against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

D. Samples

1. Unless otherwise requested, test specimens or samples will be disposed immediately upon completion of tests and analysis. Upon written request, we will retain samples for a mutually acceptable storage charge and period of time.

E. Unforeseen Occurrences

1. If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's sole judgment significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will promptly notify Client thereof. Subsequent to that notification and with approval of Client, Consultant may:

a. complete the original scope of Services in accordance with the procedures originally intended in the Proposal;
b. agree with Client to modify the scope of Services and estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
c. terminate the Services effective on the date of notification pursuant to the terms of the section entitled "Termination of Contract".

F. Termination of Contract

1. Services may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for Services performed to the termination date plus reasonable termination expenses.

G. Force Majeure

1. Should completion of any portion of the Services be delayed for causes beyond the control of or without the fault or negligence of Consultant including Force Majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the Services may be continued. Force majeure includes, but is not limited to, acts of God or the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contractors or Agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes and unusually severe weather.

H. Indemnity

1. Client agrees to indemnify, hold harmless, and defend Consultant, its agents, subcontractors and employees, from and against any and all losses, liabilities, claims, and costs (including, but not limited to, attorneys' fees and expenses) which Consultant, its agents, subcontractors or employees may incur, become responsible for or pay out as a result of any suit or claim by any third party, including but not limited to any individual owner(s) of a condominium unit(s) at the Project, for damages against Consultant, its agents, subcontractors or employees, or any of them, alleging exposure to or damage from material, elements or constituents at or from the Project, arising from, related to, or occurring in connection with the Services and during or after the Services are provided, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, un-inhabitability of property, or other property damage except to the extent such are caused by the negligence or intentional misconduct of Consultant.

I. Insurance

1. Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions:

a. Workmen's Compensation insurance
b. Employer's Liability insurance
c. Comprehensive Automobile Liability insurance
d. General Liability insurance

J. Payment

1. Client will pay Consultant for services and expenses in accordance with the Contract Documents. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due after 30 days. Past due amounts are subject to a service charge of one and one-half percent per month (18 percent per annum) on the outstanding balance. Attorney's fees and other cost incurred in collecting past due amount shall be paid by Client.

2. Consultant shall be paid in full for all Services under this agreement, including any additional services as specifically authorized by Client in excess of those stated in the Proposal.

3. Client's obligation to pay for the Services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

END OF TERMS AND CONDITIONS