



Vision

We strive to cultivate an educational foundation that empowers students to realize their full potential, thrive as productive global citizens, ignite positive change, and create a more just and equitable world.

TO: All Offerors

FROM: Lonita S. Broome, PhD
Chief Financial Officer

DATE: October 2, 2024

RE: **Request for Qualifications (RFQ) No. 25-004, Early Childhood Learning Center Design Consultant Services**

City Schools of Decatur (“CSD”) invites you to submit a submittal furnishing and any all goods and/or services required for Early Childhood Learning Center Design Consultant Services.

Sealed Qualifications will be received subject to the attached terms specified in this solicitation. Submittals must be sent to the attention of City Schools of Decatur, Elizabeth Wilson School Support Center, Purchasing Department, Attention: Kattina Abram, 125 Electric Avenue, Decatur, Georgia 30030. **Qualifications submittals will be received up to 1:30 p.m., local time (as per the CSD’s time clock) on Friday, October 25, 2024.** Qualification Submittals must be time stamped by CSD in the manner described herein in order to be considered timely. Having the wrapper or envelope postmarked by Friday, October 25, 2024, does not meet the requirements of this Request for Qualifications. Delivering the document to a commercial delivery service is also not sufficient until the offer is actually received at the designated location.

All inquiries regarding this RFQ should be submitted in writing to Kattina Abram via email at csdpurchasing@csdecatur.net. **Only questions received by Monday, October 14, 2024 at 12:00 p.m. local time will be considered and receive a response.**

Qualification Submittals are subject to rejection if all requested information is not provided and returned with the submittal on or before time of submittal opening (Friday, October 25, 2024, 1:30p.m.).

QUALIFICATION SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE FLASH DRIVE AND FIVE (5) COPIES (ONE SUBMITTAL PER ENVELOPE), PLAINLY MARKED “REQUEST FOR QUALIFICATION NO. 25-004” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. FOR IDENTIFICATION PURPOSES, THE FIRM’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE.

VISIT OUR WEBSITE AT <https://www.csdecatur.net/Page/3797>

James Herndon
Chair

Carmen Sulton
Vice Chair

Tracey Anderson
Board Member

Hans Utz
Board Member

Jana Johnson-Davis
Board Member

125 Electric Avenue • Decatur, Georgia 30030 • 404-371-3601 • www.csdecatur.net

SOLICITATION NO. 25-004

REQUEST FOR QUALIFICATION

FOR

**EARLY CHILDHOOD LEARNING CENTER DESIGN
CONSULTANT SERVICES**

FOR

CITY SCHOOLS OF DECATUR

**CITY SCHOOLS OF DECATUR
ELIZABETH WILSON CENTER
PURCHASING DEPARTMENT
125 ELECTRIC AVENUE
DECATUR, GA 30030**

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FOR

REQUEST FOR QUALIFICATION NO. 25- 004

EARLY CHILDHOOD LEARNING CENTER DESIGN

CONSULTANT SERVICES

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SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

CSD is embarking upon the development of a new Early Childhood Learning Center to be located on property bounded by West Trinity Place, Electric Avenue, Chewning Way, and Commerce Drive. It is the desire of CSD to engage the services of a Design Consultant Firm to begin implementing the design of this new facility. CSD is seeking a Design Consultant Firm based on their qualifications and experience in the design and consulting of facilities with a similar scope of work.

The written requirements contained in this RFQ shall not be changed or superseded except by a written addendum or amendment from the City Schools of Decatur. CSD reserves the right to reject any and all submissions deemed to be non-responsive and also reserves the right to reject any and all qualifications, to waive any technicalities, informalities or irregularities and to ultimately award a contract to the firm that is deemed to have presented the best and most advantageous submittal for the School District, resulting from an evaluation process using criteria set forth in Section III of this RFQ.

1. INTRODUCTION

- A. To be entitled to consideration, sealed submittals shall be presented in accordance with the instructions of the solicitation and within the time constraints specified.
- B. Offeror(s) shall submit **Five (5)** sealed submittals, **one (1)** original, **four (4)** copies, and **one (1)** flash drive to the attention of CSD Purchasing Department, Attn: Kattina Abram, 125 Electric Avenue, Decatur, Georgia 30030. Delivery of submittals shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. Postal Service) only to the above address **ONLY** between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays observed by the Owner. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring the required address information appears on the outer wrapper or envelope used by such a service. Submissions received after the said date and time will not be considered. Having the wrapper or envelope postmarked by October 25, 2024, does not meet the requirements of this Request for Qualifications. Delivering the document to a commercial delivery service is also not sufficient until the qualifications are actually received at the designated location
- C. Submittals received after the data and time specified by the district's time clock (**1:30 p.m., local time on Friday, October 25, 2024**) will not be considered. It is the Offeror's responsibility to ensure that its submittals are submitted in a timely manner.
- D. CSD reserves the right to accept or reject any or all submittals and to waive minor irregularities and technicalities. The judgment of CSD on such matters shall be final.
- E. The terms Offeror, Bidder, Team, Vendor, and/or Contractor are synonymous in this document and refer to the person, entity or firm that submits the submittal in response to this RFQ.

SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

2. REQUEST FOR QUALIFICATION PROCESS

This solicitation is a Request for Qualification (RFQ). The offeror provided submittal will be given an evaluation by a committee. If a firm's submittal does not meet CSD's standards of acceptance, the firm will not be recommended for further consideration in the categories indicated in their submittal. Offerors may be requested to provide additional information or clarifications during the evaluation process.

Results of the evaluations will be reported to the Purchasing Department. A list of recommended firms, and the category for which they are deemed to be qualified, will be presented to the City Schools of Decatur Board of Education for approval. If approved by the Board and other matters are agreed upon, the firm will become eligible for project assignments.

3. GOVERNMENTAL ENTITY

The governmental entity, the owner, for whom the work will be executed is:

City Schools of Decatur (CSD).

4. PREPARATION OF SUBMITTALS

- a. All submittals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the submittal shall initial corrections in ink.
- b. Specifications used are intended to be open and non-restrictive. Potential Offeror(s) are invited to inform the CSD Purchasing Department in writing whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received after **1:30 p.m., local time on Friday, October 25, 2024** will not be acted upon unless the CSD Purchasing Department rules that it is in the best interest of CSD to consider.
- c. CSD will be the sole judge in making the determination as to the responsiveness and responsibility of the contractor.
- d. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the contractor cannot meet the required delivery date, a submittal should not be submitted. Contractor may provide alternative schedules and/or delivery dates in their submittals. Time shall be stated in calendar days. Failure to deliver in accordance with the contract award could result in the contractor being declared in default.
- e. An authorized officer of the company shall sign all required documents.

SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

5. TAXES

CSD is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in submittals. However, in the event taxes are required by state or federal law for the service or products outlined in this submittal, such taxes shall be the sole responsibility of the contractor unless otherwise stated in writing and agreed to by CSD.

6. CHARGES AND EXTRAS

Submittals shall define all pricing and all pricing must remain firm for the duration of the contract. Charges should include all miscellaneous charges including but not limited to insurance, license fees, permits, costs of bonds and any other cost. All additional work shall be clearly stated in the submittal.

7. ADDITIONAL INFORMATION/ADDENDA

Offeror(s) are notified that they thoroughly examine all submittal documents together with the Addenda thereto issued prior to the receipt of submittal.

Any addenda issued in writing during the time of solicitation shall be included in the submittal, and each will be incorporated in the subsequent contract.

If any person or firm contemplates submitting a submittal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request via email at csdpurchasing@csdecatur.net

Interpretation of submittal documents will be made by Addenda only. Copies of addenda will be posted on the CSD Purchasing Department's Website <https://www.csdecatur.net/Page/3797> for all who have obtained a set of submittal documents from the Purchasing Department to use in preparation of submittals. CSD will **not** be responsible for any other interpretations or explanations. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

No oral interpretations will be made to Offeror (s) as to meaning of submittal documents. Requests for such interpretations shall be made in writing via email. Failure on the part of the Contractor to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by CSD. All interpretations made to the Offeror(s) shall be made via an addendum and sent to all offeror(s).

All inquiries regarding this RFQ should be submitted in writing to Kattina Abram via email at csdpurchasing@csdecatur.net. **Only questions received by Monday, October 14, 2024 at 12:00 p.m. local time will be considered and receive a response.**

SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

8. ADDITIONAL TERMS NOT BINDING

CSD shall not be bound by any terms and conditions included in any Offeror's proposed contract(s), including but not limited to, terms and conditions related to any provided service or good, limitations of the Offeror's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other documents which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, CSD's purchase order related to this solicitation or contract.

CSD encourages the submission of value added recommendations by Offeror, but discourages the submission of terms which negate or conflict with the terms and conditions of this solicitation (See Section 9 below). If Offeror has additional terms and conditions, including but not limited to supplemental contracts or purchase orders, that Offeror is proposing, then Offeror must provide a list of the documents and a copy of each document in the listed order, with the Offeror's initial RFQ response. ***Additional documents proposed by Offeror may not incorporate other documents by reference – all documents Offeror proposes must be listed and attached to Offeror's submittal.*** No additional terms, conditions or documents will be considered after the submittal due date unless specifically requested by CSD.

9. EXCEPTIONS AND PROPOSED CONTRACT MODIFICATIONS

The terms and conditions contained in this solicitation comprises the contract terms and conditions proposed by CSD. CSD does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements.

Offeror may lose up to **100** points for substantive modifications proposed by Offeror, which materially differ from the RFQ terms and are likely to, in the opinion of CSD, require substantial legal negotiations to resolve. In addition, failure to accept the RFQ terms and conditions may result in significant unacceptable delays in FCS's ability to award a contract and may result in an Offeror's submittal being deemed nonresponsive.

If an Offeror must take exception to the contract terms, the exceptions to the scope of work and/or technical requirements shall be clearly identified and specified on Appendix G with the detail of the exception. Similarly, if Offeror must propose modifications to the solicitation's contractual terms, then Offeror must use Appendix H to specifically identify the contract provision Offeror seeks to modify, the reason for the proposed modification and Offeror must provide the specific contract language Offeror proposes to substitute in place of the provision. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using Appendix H. These forms shall be placed in the submittal immediately after the executive summary.

Proposed exceptions and proposed modifications must not conflict with or attempt to preempt the mandatory requirements of this RFP including the Owner Design Consultant Agreement.

SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

No exceptions or proposed modifications will be considered after the submittal due date unless such modification is specifically requested by CSD. Offerors are cautioned to limit exceptions and proposed contract modification as they may be determined to be so material as to cause rejection of the Submittal as non-responsive. All exceptions and proposed modifications shall be evaluated in accordance with the appropriate evaluation criteria established by CSD, and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract modifications. Exceptions and modifications which grant the Offeror an impermissible competitive advantage as determined by CSD in its sole discretion will be rejected.

If there is any question whether a particular exception or modification would be permissible the Offeror is strongly encouraged to inquire via written question to CSD prior to the deadline for submitting questions.

No exception or proposed contract modification shall be binding on CSD unless specifically accepted by CSD in writing and acknowledged by CSD as a change to the terms of the solicitation.

10. COMPLIANCE WITH LAWS

All good and/or services furnished shall comply with applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all CSD policies, procedures, operating guidelines and/or regulations. Offeror must and shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of CSD data, including student data, personnel information and other confidential information.

This section is not subject to exception or modification under the “Exceptions and Proposed Contract Modifications” as outlined in Paragraph 9 above.

11. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to submittal opening date. Other protests shall be filed not later than three (3) working days after submittal opening date, or if the protest is based on subsequent action of CSD, not later than three (30) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the Chief Financial Officer, Lonita Broome, PhD., lbroomer@csdecatur.net. Protests which are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for CSD’s reasonable attorney’s fee and expenses of litigation for any protest arising out of this solicitation in which CSD is a prevailing party. Only contractors who participated in the solicitation are eligible to protest.

SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

12. PROCEDURES

A. PURPOSE/DESCRIPTION

The City Schools of Decatur ("CSD"), the OWNER, is soliciting Qualifications from organizations experienced in Architectural, Interior Design, Engineering (Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection) Third Party Estimating, and Community Interaction services.

B. SCOPE

GENERAL SCOPE OF SERVICES. Includes complete Design services; cost management; schedule management; low voltage design (in concert with CSD) , fixtures, furniture, & equipment design, coordination with CSD's geotechnical & material testing consulting teams; community interaction including community meetings and presentations, CSD Board meetings; design document development utilizing Revit (BIM), submissions to GA DOE including but not limited to reimbursement submissions; permitting to all Authorities Having Jurisdiction, including, but not limited to; Decatur Building Inspections, Planning & Zoning and Fire Marshall, DeKalb Water Shed Management, State of Georgia; interaction with a Construction Management firm or team during a Pre-Construction and Construction phases, and full contract administration services.

It is the desire of CSD to utilize Construction Management at Risk (CMAR) as the construction delivery method for this project. Therefore, the Design Team may be required to work with the CM firm or team during a Pre-Construction Phase to identify and complete the work in packages to allow for phased submission to the Authority Having Jurisdiction (AHJ) over the projects for expediency of construction as long as prior approval from CSD is achieved. Each package should be permitted with the understanding each is in direct correlation, makes reference to, and is comprehensive of the previous packages. This method will allow construction to begin prior to the completion of 100% Construction Documents.

It is the objective of CSD to have their projects completed for as low a cost as practical without sacrificing the Owner's requirements, Design Standards, and/or Long-term Operating / Life Cycle costs.

C. SUSTAINABILITY

- 1 In pursuit of high performing, healthy learning environments, City Schools of Decatur (CSD) is committed to incorporating environmentally sustainable practices in the planning, design, renovation, and/or construction of its facilities. This includes the conservation of energy and water, as well as natural and manufactured resources. CSD recognizes that high performing schools enhance learning, and it is our goal to maximize the educational experience of our students through industry standard sustainability strategies for optimizing energy efficiency, indoor air quality, acoustics, thermal comfort, and daylighting.

SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

2. CSD facilities shall be designed, constructed, operated, and maintained in accordance with current green building standards. While Leadership in Energy and Environmental Design (LEED) certification is not a requirement for CSD projects, we recognize the sustainability principles of the U.S. Green Building Council's LEED for Schools program as the industry standard for construction and/or renovation of green K-12 schools. These and other related sustainability strategies should be incorporated into the planning, design, and construction practices of all CSD projects, subject to the availability of funds

D. INFORMATION TO OFFERORS

1. RFQ TIMETABLE:

The anticipated schedule for the RFQ and contract approval is as follows:

RFQ available	Tuesday, October 2, 2024
Deadline for submission of questions	Monday, October 14, 2024, at 12:00 (Noon) P.M. E.D.T
Deadline for receipt of Submissions	Friday, October 25, 2024, 1:30 P.M. E.D.T
Anticipated Contract Award	November 12, 2024 (Board Meeting)

E. NON-COLLUSION AFFIDAVIT

By submitting Submissions, the Offeror represents and warrants he or she has not directly or indirectly prevented or attempted to prevent competition by any means, has not prevented or endeavored to prevent anyone from submitting a response to this RFQ by any means and has not caused or induced another to withdraw a submission for the work. Prior to commencing the work, the successful Offeror shall be required to make an oath in writing to this affect. By submitting Submissions, the Offeror represents and warrants no official, employee or agent of Owner or Authority has been offered, has accepted, or has been contracted to accept, either directly or indirectly, any part of the pay or profit arising out of the contract(s) that may result from this RFQ.

F. COST INCURRED BY OFFERORS

All expenses involved with the preparation of Submissions, and any work performed in connection therewith are the responsibility of the Offeror(s).

SUBMITTAL CONDITIONS

SECTION I - REQUEST FOR QUALIFICATIONS, OVERVIEW AND PROCEDURES

G. MINORITY BUSINESS POLICY STATEMENT

The Board of Education of the City Schools of Decatur does not discriminate on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, or gender identity in its employment practices, programs, activities, or student placement.

The City Schools of Decatur encourages Minority and Women Businesses to compete in the RFQ process and encourages all businesses to provide for the participation of MBE/WBE businesses through partnerships, subcontracts, and other contractual opportunities.

H. PROJECT ORGANIZATION

The Board of Education of the City of Decatur is the governing body of CSD and has authorized the district to administer this project.

I. CONTACT WITH CSD STAFF

Except for the submission of written questions directed to Kattina Abram, as previously set forth in this RFQ, on or after October 2, 2024, any contact made by an offerer with CSD Staff will result in immediate disqualification of said entity.

J. RFQ DOCUMENTS

The RFQ required documents/responses consist of the following Attachments:

- a. **General Scope of Services**
- b. **Acknowledgement of Addendum Form**
- c. **Reference Survey Form**
- d. **Firm Business Information**
- e. **Contractor Security and Immigration Compliance Affidavit**
- f. **Debarment & Suspension Certificate**
- g. **Owner Design Consultant Agreement (*Sample Template*)**

K. DEFINITIONS

Vendor/Consultant - The Firm or Team submitting the submission and/or Firm or Team awarded the contract

L. NON-EXCLUSIVE RIGHTS

The contract is not exclusive. CSD reserves the right to select other Consultants to provide services similar to the services described in the request for Qualifications and the contract during the term of this contract.

M. NO MINIMUMS GUARANTEED

The contract does not guarantee any minimum level of purchases or use of services.

N. PERFORMANCE EXPECTATIONS

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. CSD will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFQ may be jeopardized by selection of the vendor. If the vendor has experienced no such termination for default in the past five (5) years, so declare. If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

O. CHANGE OF SCOPE

A contract amendment shall be executed and filed with CSD for all changes and/or additional work or materials in excess of the requirements covered in the contract. The contract amendment, when endorsed by the vendor and by CSD, shall become binding to both parties thereto.

P. GENERAL SCOPE OF SERVICES. (REFER TO APPENDIX "A")

Q. CONTRACTOR AFFIDAVIT

The Vendor will be required to execute a Contractor Affidavit and require its subcontractors to execute Subcontractor Affidavits in accordance with O.C.G.A. § 13-10-91 (Security and Immigration Compliance).

SUBMITTAL CONDITIONS

SECTION II - SUBMISSION REQUIREMENTS

Submissions shall not exceed Fifty (50) typed pages. Font shall be no less than 11 point, and you may utilize double siding. All Submissions shall include the information indicated below **and in the following order with individual Tabs for each section and sub section.**

All Submissions received will become a part of the official contract file and may be subject to disclosure.

CSD is a governmental entity that is subject to the Georgia Open Records Act ("ORA"). After contract award, documents submitted to CSD in the bidding process are presumed to be subject to the ORA; however, documents that an offeror contends contains specific trade secrets may be marked as trade secrets. An offeror is required to submit and attach to the specific trade secret record an affidavit affirmatively declaring the specific information in the records that constitutes a trade secret, as defined by Georgia law. If the offeror attaches such an affidavit and if inspection or copies are requested under the ORA, CSD will contact offeror to advise offeror that said documents have been requested and will be produced if CSD determines they do not constitute trade secrets. The offeror shall have the amount of time stated in the notice to seek legal remedy preventing the disclosure of the documents. If CSD has not received a valid judicial order or decree preventing the disclosure of the documents, they will be disclosed in accordance with the time requirements contained in the ORA.

QUALIFICATIONS:

All Submissions should include the information outlined below in the following order and separated by tabs:

1. A. Executive Summary & Statement of Interest - Briefly, explain why your firm or team is interested in the ECLC & Administrative Support Center project. This information shall include the following:

- Number of projects the design firm or team does per year with a minimum fee of \$1,500,000.00 and the percentage this number represents as part of the overall number of design projects undertaken in a year.
- Explain experience in working with the Georgia or other State DOE's review and submittal.
- Explain experience in managing K-12 Community Interaction Process / Forums.
- Explain experience working with Municipalities, Counties, and State Agencies such as GA DOT.
- Explain experience delivering projects on time, within budget, and with high quality standards.
- Provide design creativity, awards, or acknowledgements.
- Provide examples indicating your ability to be flexible and fluid when it comes to changes in your design or processes.
- Provide examples of 21st Century K-12 Design and Technological Systems.
- Provide examples of delivering LEED Silver Certified or greater K-12 Facilities.

SUBMITTAL CONDITIONS

SECTION II - SUBMISSION REQUIREMENTS

B. Acknowledgement of Addenda: Include completed Acknowledgement of Addenda form, from **Attachment “B”** of this RFQ.

2. Firm Description and Information

- Basic company information
- Company name
- Address & Zip code
- E-mail address & Name of primary contact
- Telephone number
- Fax number
- Number of years in business
- DUNN and BRADSTREET Number
- Form of ownership, including state of residency or incorporation for each member of the Team, joint venture, or other structure? For joint venture teams that have not completed at least *Two (2)* relevant projects together, of similar nature, scope, schedule, and size as indicated in this RFQ, each firm should describe its qualifications separately but hold the unified submittal to the set page limit. Succinctly describe the history and growth of each the firm or team.
- **Firm Business Information Form:** Include completed form, from **Appendix “D”** of this RFQ.

3. Firm Financial Information (we do not require a full Financial Company Statement)

Letter from Financial Institution indicating financial strength of the prime firm or member of the team to include as **minimum** financial ratios such as:

a) Utilization Rate - Defined as the ratio of direct labor costs to total labor costs.

b) Net Labor Multiplier – Net service revenue divided by direct labor costs. A firm with a higher net labor multiplier is generating more revenue from its direct labor costs. This could be due to pricing premium or to managing projects more efficiently through better staffing and execution.

c) Revenue Factor - A firm’s utilization rate and net labor multiplier each supply valuable information for judging how well a firm manages its labor costs and project performance. Taken together, however, they produce a reliable measure for determining a firm’s ability to manage its total labor costs effectively.

d) Overhead Rate – To calculate your overhead rate, divide all overhead costs—marketing and selling, general and administrative, indirect labor, payroll expenses, and any other expenditures that are not reimbursed or chargeable directly to a specific job— by direct labor costs. The proper calculation and monitoring of the overhead rate is vital both to determine the hourly rate to charge and as the basis of flat fee calculations.

e) Average Collection Period - The rate at which a company converts billings to cash—its average collection period (ACP)—is calculated by dividing accounts receivable by the average

SUBMITTAL CONDITIONS

SECTION II - SUBMISSION REQUIREMENTS

f) gross revenue per day generated by the firm. This gives the average number of days it takes a firm to collect its invoices.

4. Firm Current Legal Status

- Regarding litigation with owners, project managers, sub-contractors/consultants, and vendors:
 - a. List any active or pending litigation an owner, project managers, sub-consultants and vendors has against any member of the proposed team and explain.
 - b. List any active or pending litigation any member of the firm or team has against any owner, project manager, sub-consultants and vendors and explain.
- Other than that just listed, has any member of the proposed firm or team been involved in any relevant litigation in the past five years? Explain.
- Has any member of the proposed firm or team ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? Explain.

5. Debarment & Suspension Certificate:

- Include completed form, from **Appendix "F"** of this RFQ.

6. Firm's Relevant Project Experience and Reference Projects

Relevant project experience includes similar building type and delivery method relevant to the types of projects to be constructed or renovations/additions on operating campuses. Of special interest will be firm's experience with Georgia K-12 educational facilities, and experience with Sustainable Facilities. Experience in project phasing will be essential as well.

Describe no fewer than Four (4) and no more than Six (6) projects in order of most relevant to least relevant that demonstrate the firm's or team's capabilities to perform the Project at hand. For each project, the following information should be provided:

- The name of the organization to which the services were provided;
- Project name
- Project location
- Dates during which services were performed
- Physical description (e.g., square footage, number of stories, site area, etc.)
- Brief description of project
- Services performed
- **Statement of performance versus owner expectations, including concept, cost, quality, and schedule**
- One (1) representative photo of the project
- Owner Budget_____ versus Delivered Cost_____
- Owner Schedule_____ versus Delivered Schedule_____

SUBMITTAL CONDITIONS

SECTION II - SUBMISSION REQUIREMENTS

7. Firm References

For at least Four (4) of the maximum Six (6) projects listed in item #5 above, provide the following. Reference forms are to be completed by the client or person providing the reference.

- Provide minimum of Four (4) Reference Survey Forms (**See Appendix “C”**) for references from Owner’s for whom the team has provided design professional services of a nature and quality similar to those described herein.
- **For item 6.b, provide the written statement from each Owner as to whether the project finished on time and on budget or if not why.**

8. Team / Personnel Capability

- Provide general information about the firm's or team’s personnel resources, including classifications and numbers of employees and the locations and staffing of offices.
- Provide an organizational chart of key personnel proposed for this project in the areas of Architecture, Interior Design, Engineering (Civil, Mechanical, Electrical, Plumbing, Fire Protection, Structural), Third Party Cost estimating, Community Interaction, and any other areas necessary to complete the projects.
- Provide summary resumes / qualifications and description of experience of key personnel proposed for the projects.

The owner seeks a firm or team with experience on significant K-12 campus projects indicating it has successful completion of projects with difficult time constraints, and staff with sustainability experience. **National reputation is not a major concern, but successful experience and delivery is.**

- 9. Contractor Security and Immigration Compliance Affidavit.** O.C.G.A. §13-10-91. Refer to **Appendix “E.”** Must be executed and submitted with the Offeror’s proposal.

SUBMITTAL CONDITIONS

SECTION III - QUALIFICATIONS EVALUATION AND SELECTION PROCESS

A. EVALUATION CRITERIA

Based on the proposal format as outlined in Section II, the evaluation criteria in order of importance are as follows:

1. **PROJECT TEAM:** Management and Staffing Approach. CSD will assess the Firm's ability to effectively manage personnel, provide experienced and qualified key personnel and respond rapidly to CSD's Roofing needs. Qualifications of Key Personnel. CSD will assess the ability of the Firm to hire, retain and train qualified technical personnel similar to those required for these services.
2. **QUALIFICATIONS AND EXPERIENCE** of the Firm/Team and Proposed Staff assigned to similar Clients. Experience with Similar K-12 Clients. CSD will assess whether the Firm performed satisfactorily with similar Clients regarding ability to perform required services.
3. **REFERENCES & REFERENCE PROJECTS** including applicable past work with the Owner. CSD will assess customer satisfaction with the Firm with prior Clients. References are requested for validation of the information provided by the Firm.

B. PROPOSAL EVALUATION AND CONTRACT AWARD

1. Evaluation Committee

The selection of the Design Consultant Firm (Team) will be made by an Evaluation Committee comprised of representatives of CSD and others, as appointed by the CSD Superintendent.

2. Initial Written Submittal

The Evaluation Committee will receive and review submittals in an effort to determine compliance with this RFQ. Review of Submissions by Evaluation Committee members will be evaluated against a set of weighted criteria (See table below) to determine those firms qualifications that best suits the needs of CSD.

TABLE - Evaluation of Weighted Criteria

The evaluation committee will evaluate the submissions of each firm or team based upon the criteria listed in the table below. The total item points will reveal the overall score the submission is to receive.

No.	Major Category	Max Points	Criteria
1	Executive Summary & Statement of Interest	25	Introduction of team, team background if not single firm; clarity in expressing interest, specific and compelling reasons why CSD is a good fit for the firm/team
2	Business Information	15	Basic company information; Form of ownership; history and growth of your firm(s)
3	Project Team/ Personnel Capability	40	Depth of resources with experience and ability, qualified and available. Specific personnel experience with K-12 facilities. Qualifications and experience of proposed sub-consultants
4	Reference Projects	40	Firm's experience providing similar services
5	Firm References	50	Quality of references from an Owner for the proposed team; Professional recognition of the firm through general acclaim, awards, publications, etc.
8	Firm Financial Information	20	See Section II, Item Number 3 in this RFQ
10	Responsiveness of Submittal	10	Extent to which the instructions in the RFQ were followed
	Total Awarded Point		TOTAL AVAILABLE POINTS: 200

SUBMITTAL CONDITIONS
SECTION IV – APPENDIX

- A. General Scope of Services**
- B. Acknowledgement of Addendum Form**
- C. Reference Survey Form**
- D. Firm Business Information**
- E. Contractor Security and Immigration Compliance Affidavit**
- F. Debarment & Suspension Certificate**
- G. OFFEROR’S EXCEPTIONS**
- H. OFFEROR’S MODIFICATIONS**
- I. OWNER DESIGN CONSULTANT AGREEMENT (*Sample Template*)**

APPENDIX A

GENERAL SCOPE OF WORK

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

PART 1 – DESIGN CONSULTANT FIRM/TEAM’S - GENERAL RESPONSIBILITIES

1. Scope of Services include, but is not limited to:
 - Site analysis
 - Complete design of all Master Planned Elements
 - Development of a Phasing Plan tied back to CSD Budgets and Funding Plan.
 - Complete Community Interaction services
 - Inclusion of Site & Building Safety & Security in all designs
 - Prepare project schedule and monthly updates
 - Provide necessary Insurance including Errors & Omissions for Design
 - Suggest value engineering alternatives and incorporate same into documents once approved
 - Management and execution of Design Phase
 - Preparation of Applications seeking all required permits
 - Coordination and Integration of input from Construction Manager (once brought on board) during Pre-Construction and Construction Phases
 - Coordination and Integration of Construction Sequencing and Packaging once our Construction Manager is brought on board.
 - Design layout of Fixtures, Furniture, & Equipment necessary for full operation of said facilities
 - Full Contract Administration services during Construction Phase
 - Coordination and integration of modifications to Building Information Model during Submittal and work with Construction Manager as part of Close out to complete an As-Built Model (LOD 400 for Architectural, Structural, MEP)
 - Assistance to CSD in Close-out and Inspections during Post Construction Phase
 - Use of Sustainable Practices and Systems in the design of said facilities
 - Execute fully the requirements and intent of the RFQ

PART 2 – DESIGN CONSULTANT FIRM/TEAM’S - DESIGN RESPONSIBILITIES

1. The Design Consultant Team will be responsible for making all applications for various building and other development permits. This includes the preparation of applications, drawings, exhibits, surveys, design computation summaries, and other documents needed to file for and obtain all necessary permits and to satisfy the Owner and Jurisdiction that the intent of any RFQ is being met. Responsibilities shall include, but not be limited to:
 - Prepare a Complete Master Plan in accordance with requirements necessary to meet the Programmatic Requirements for the new Facility.

- Prepare programming, conceptual design, schematic design, design development and construction documents in accordance with normal AIA Standards
 - Attend CSD Monthly Board Meetings to make Design Update Reports
 - Submit drawings for review and approval by the proper local and/or state agencies and CSD's Staff and make changes as required to obtain approval
 - Coordinate topographic / utility locate / geotechnical services and others as necessary to facilitate design solutions.
 - Coordinate all aspects of the design
 - Update the project's schedule at least monthly
 - Prepare and submit all documents necessary to obtain all required permits. All permit and other fees are the responsibility of the Construction Manager once they are brought on board.
 - Conduct, record, and distribute meeting minutes of design progress meetings with CSD's Staff.
 - Prepare and submit a detailed Preliminary Design Estimate, (DD, SD), and Construction Documents Estimate of the construction cost for the Project based upon approved plans.
 - Utilization of Building Information Modeling as your Design Delivery System (Architectural, MEP, Fire Protection, Structural Models). This design Building Information Model will be provided to the Construction Manager to be utilized as their base Pre-Construction and Construction Model.
 - Coordinate design with DOE Requirements and attend all necessary meetings with DOE Representatives.
 - Prepare Exhibits, present, and / or host Community Forums to provide design updates to the Citizens of Decatur
 - Assist CSD in the integration of the CSD Design Standards for MEP within all Project Specifications and Contract Documents
 - Design and coordinate all related Low Voltage systems for project.
2. It shall be the Design Consultant Team's responsibility to produce a design in accordance with all CSD Design Standards, applicable codes, rules, regulations, and sound design practice that is functional, buildable, and maintainable to the complete satisfaction of CSD, for a total cost (including all phases) within the allocated project budget.

PART 3 - DESIGN CONSULTANT FIRM/TEAM'S – PRE-CONSTRUCTION & CONSTRUCTION PHASE RESPONSIBILITIES

1. Pre-Construction and Construction Phase for the project will commence with the selection and approval by the CSD Board of a Construction Manager and their team.
2. Scope of Services during the Pre-Construction and Construction Phase includes, but is not limited to:
 - Coordination of design intent with Construction Manager and their subs.
 - Coordination of design with Construction Packaging and GMP development and approval by CSD.

- Development of a Confirmed Set that embodies all Permit Review and GMP Value Engineering and other modifications to the 100% Construction Document set.
- Assisting Construction Manager who will be charged with the preparation of all necessary supporting documents for DOE Reimbursement, by providing CSD your review of the Construction Manager's Application for Payment on a monthly basis.
- Coordinate design intent of all Owner provided Fixtures, Furniture, and Equipment with Construction Manager who will be charged with their purchase and installation.
- Attend and prepare reports and exhibits necessary to update the CSD Board at their Monthly Board Meetings when requested.
- Provide Contract Administration inspections (Bi-Weekly) and issue your reports to the CSD's Representative during construction.
- Provide the Construction Manager with your Design Building Information Model for utilization of "Clash Detection" as a means of Cost Avoidance and Quality Assurance prior to approval of submittals and construction in the field.
- Attend Construction meetings with CSD's Staff; record and distribute minutes. It is the desire of CSD to have one monthly OAC meeting.
- Assist the Construction Manager in the tracking and development of an As-Built Building Information Model during the construction phase.

PART 4 - DESIGN CONSULTANT FIRM/TEAM'S - POST CONSTRUCTION RESPONSIBILITIES

1. Develop a complete punch list as part of your Substantial Completion Inspections and then do a follow up to ensure that all items have been addressed prior to Final Completion. Assist the CSD Representative in receiving five (5) copies of a final report from the Construction Manager. This report is to include:
 - Copies of all meeting minutes
 - Copies of all permits
 - "Electronic version of As-built BIM Model LOD 400" and drawings prepared by the CM/DB including (4 sets black line prints & 5 digital copies)
 - Correspondence with regulatory agencies if any
 - Warranties and guarantees
 - Electronic Operation and maintenance Manuals on contained on (2) each external hard drives
 - Statement certifying Project Completion
 - Final Summary of all costs
 - Complete all requirements of the RFQ
 - Warranty Inspections
 - Conduct Warranty Review/Facility Inspection one month prior to the end of the general warranty period with CSD and facility staff to identify and resolve outstanding warranty issues prior to the end of the warranty period.

Fixtures, Furniture, & Equipment

PART 1 – DESIGN CONSULTANT FIRM/TEAM’S GENERAL RESPONSIBILITIES

1. The Design Consultant will be required to assist CSD in overseeing the design and layout for all necessary Fixtures, Furniture, & Equipment for this project.
2. The Design Consultant will assist CSD so as to develop the necessary budget.
3. As the project enters the Pre-Design Phase, it will be the Design Consultant’s responsibility to work with CSD to develop final layouts. CSD will then identify specific brands and / or models and seek pricing from a FF&E Vendor.
4. Scope of Services include, but is not limited to:
 - Working with CSD to complete designs during Design Phase
 - Coordination with Construction Manager (CM) during execution of the Procurement Phase
 - Coordination with CM during execution of all Construction Phase activities
 - Coordination with CM during execution of the Post Construction Phase
 - Execute fully the requirements and intent of the RFQ

Low Voltage / Technology

PART 1 – LOW VOLTAGE / TECHNOLOGY INTEGRATION DESIGN CONSULTANT FIRM/TEAM’S GENERAL RESPONSIBILITIES

1. The Design Consultant will be required to assist CSD in overseeing the Infrastructure design for all necessary Low Voltage Systems for this project.
2. Scope of Services include, but is not limited to:
 - Working with CSD, to develop Low Voltage Infrastructure Drawings during the Design Phase
 - Coordination with Construction Manager during execution of the Procurement Phase
 - Coordination with CSD during the buyout of LV Equipment to ensure Infrastructure is properly designed
 - Coordination with CSD and CM during execution of all Construction Phase activities
 - Coordination with CSD and CM during execution of the Post Construction Phase
 - Execute fully the requirements and intent of the RFQ

APPENDIX B
Acknowledgement of Addendum
RFQ # 25-004
Early Childhood Learning Center Design Consultant Services

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	dated _____	Acknowledgement	_____
			<i>Initial</i>
Addendum No. _____	dated _____	Acknowledgement	_____
			<i>Initial</i>
Addendum No. _____	dated _____	Acknowledgement	_____
			<i>Initial</i>
Addendum No. _____	dated _____	Acknowledgement	_____
			<i>Initial</i>

Offerors must acknowledge any issued addenda. Submittals which fail to acknowledge the offeror's receipt of any addendum would result in the rejection of the submittal if the addendum contained information which substantively changes the Owner's requirements.

APPENDIX C
Reference Survey Form

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

Offeror: _____

Project Name: _____

Project Completion Date: _____

Offeror's scope included: _____ Design / Pre-Construction
_____ Construction – Post Construction

Please rate the Offeror 's performance from 1-5 on the following issues by circling the appropriate number where 1 indicates that you least agree with the statement and 5 indicates that you most agree with the statement.

	Disagree				Agree	
	1	2	3	4	5	N/A
Completed work on time: A/E Services						
Completed work within budget: A/E Services						
Provided timely and accurate information: A/E Services						
Worked well with Owner's staff: A/E Services						
Community Interaction / Forums: A/E Services						
Oversaw Design Intent during Construction: A/E Services						
Would use firm again: A/E Services						

Completed by: Name: _____

Entity: _____

Address: _____

Telephone: _____

EMAIL Address: _____

Signature: _____

Date: _____

Thank you for your assistance.

APPENDIX D
VENDOR BUSINESS INFORMATION

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

1. Vendor Information: _____

2. Home Office Address: _____

3. Business Address: _____

4. Website Address: _____

5. Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:

6. If Applicable, Name of the Parent Company:

7. Home Office Address, Telephone Number and Website Address of the Parent Company:

8. Describe the parent company's relationship with the Vendor:

9. If applicable, does the person signing the proposal have the authority to sign on behalf of the Vendor?

_____ Yes _____ No

10. Name(s) of companies that will share significant and substantive responsibilities with the Vendor in performing the scope of services under the Contract:

APPENDIX E
SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91 (b) (3)

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

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 (City Schools of Decatur) on behalf of the Georgia Department of Human Services 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

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

Executed on _____, ___, 2024 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 _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT F
DEBARMENT AND SUSPENSION CERTIFICATE

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CFR Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default?

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

APPENDIX G
OFFEROR'S EXCEPTIONS

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

The terms and conditions contained in the solicitation comprise the contract proposed by CSD. CSD does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFQ terms and conditions, in the opinion of CSD, require substantial legal negotiations to resolve. In addition, failure to accept the RFQ terms and conditions may result in significant unacceptable delays in CSD's ability to award a contract and may result in an Offeror's submittal being deemed nonresponsive. Nonetheless, if an Offeror must take an exception the Offeror shall provide the requested information for each exception or suggested deviation in the table below. By completing and submitting this form, an Offeror acknowledges that its submittal may be deemed to be nonresponsive at CSD's discretion.

No.	Section#, paragraph #, title clause	Exception Taken and Reason	Proposed Resolution of Exception	Price/Fiscal Impact
1				
2				

OFFEROR: _____ (Name of Offeror) By: _____ (Signature)

Date: _____ Printed Name _____ Title _____

NOTES:

- All cells within a row must be completed for each exception (continue on separate sheet as needed).
- Section number, paragraph number, title, and clause number: Identify section number, paragraph number, title, and clause containing the scope of work and/or technical requirement in issue (e.g., Section – Request for Qualification, Paragraph 5.1.15 "integration with LMS third party systems").
- Exception Taken: Specify exception and reason for exception.
- Proposed Resolution of Exception: Provide proposed resolution of the exception taken.
- Price/Fiscal Impact: Identify impact to the price, if exception or deviation is accepted.

THIS FORM IS FOR SUBMITTAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.

APPENDIX H
OFFEROR'S MODIFICATIONS FORM

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

The terms and conditions contained in the solicitation comprise the contract proposed by CSD. CSD does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFQ terms and conditions, in the opinion of CSD, require substantial legal negotiations to resolve. In addition, failure to accept the RFQ terms and conditions may result in significant unacceptable delays in CSD's ability to award a contract and may result in an Offeror's submittal being deemed nonresponsive. Nonetheless, if an Offeror must propose modifications to any of the contractual terms contained in the solicitation the Offeror shall provide the requested information for each proposed modification in the table below. Offerors who submit a proposed or sample contract are required to specifically identify each proposed modification using the format below. By completing and submitting this form, an Offeror acknowledges that its submittal may be deemed nonresponsive at CSD's discretion.

No.	Section#, paragraph #, title clause	Exception Taken and Reason	Proposed Resolution of Exception	Price/Fiscal Impact
1				
2				

OFFEROR: _____ (Name of Offeror) By: _____ (Signature)

Date: _____ Printed Name _____ Title _____

NOTES:

- All cells within a row must be completed for each exception (continue on separate sheet as needed).
- Section number, paragraph number, title, and clause number: Identify section number, paragraph number, title, and clause containing the scope of work and/or technical requirement in issue (e.g., Section II, Paragraph 4, Insurance, subparagraph D, Health Insurance, "sole and exclusive responsibility").
- Proposed Modification: Specify proposed modification to contractual term and reason for modification.
- Proposed Contract provision to be substituted: Provide proposed contract provision to be substituted in place of the existing provision, if modification is accepted by CSD.
- Price/Fiscal Impact: Identify impact to the price, if modification is accepted.

THIS FORM IS FOR SUBMITTAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.

APPENDIX I
OWNER DESIGN CONSULTANT AGREEMENT

RFQ # 25-004

Early Childhood Learning Center Design Consultant Services

(SAMPLE)

This Agreement is provided so that all who chose to submit are aware of the Terms and Conditions they will be required to agree to if chosen and awarded by the City Schools of Decatur Board.

Design Consultant Services



OWNER / DESIGN CONSULTANT AGREEMENT

This Agreement ("Agreement") is made as of the _____ day of _____,

Between the

OWNER:

Board of Education of the City of Decatur
125 Electric Avenue
Decatur, Georgia 30030
(hereinafter referred to as "Owner")

and the

DESIGN CONSULTANT:

(hereinafter referred as "Design Consultant")

for the following Projects:

Early Childhood Learning Center & Administrative Support Center

sometimes collectively referred to hereinafter as the "Project."

WITNESSETH:

The Owner and Design Consultant agree as set forth hereunder:

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ARTICLE 1 GENERAL

1.1 Agreement:

This Agreement including Exhibits A, B, C, D, D.1, E, F, G, and H, all of which exhibits are by reference incorporated herein and made a part hereof, constitutes the entire contract between the parties. The written terms and provisions of this contract shall supersede all prior verbal and written statements, otherwise not incorporated into this Agreement, made by the Owner or the Design Consultant. Because this Agreement is the product of arms-length negotiations, it shall be construed at law as though both parties drafted it.

1.2 Required Services:

The Design Consultant shall provide professional architectural and engineering services, including Master Planning, Architectural Design, Landscape Architectural Design, and all related Engineering services, and shall complete a set of construction drawings and specifications for existing and new facilities listed in Section 1.2.1 below (cumulatively, the “Services”), all in accordance with the terms and conditions of this Agreement. The Services shall also include where needed, plans for site improvements, on-site utilities service and shall include construction administration for all of the new facilities. For further detail see Exhibits D, D.1 and G.

1.2.1 New Projects / Facilities Assessments:

- _____

1.2.2 Service Phases:

The Services shall be provided in the following phases (the “Service Phases”):

- Facility Program Verification & Development Phase / Community Input
- Conceptual Design / Site Analysis Phase / Community Input
- Schematic Design Phase / Community Input
- Design Development Phase / Construction Management Pre-Construction
- Construction Documents Phase / Construction Management Pre-Construction
- Bid and Award Phase (If Construction Management delivery is not utilized)
- Construction Administration Phase

The Owner shall have the right to select which Service Phases, and which Services, the Design Consultant shall perform on the Project at any point in time. The Design Consultant shall not begin any Service Phase without the written approval of the Owner.

1.3 Owner's Independent Contractors

ARTICLE 2

QUALIFICATIONS OF THE DESIGN CONSULTANT AND THE RELATIONSHIP OF THE PARTIES

2.1 Design Consultant (Refer to Exhibit J – Request for Proposals Response)

2.1.1

The Design Consultant shall provide a list of its key personnel and sub-consultants who it intends to utilize. The list shall include such supporting information on the qualifications of key employees and sub-consultants as may be reasonably requested by the Owner. The Owner reserves the right to approve the sub-consultants proposed, and the Design Consultant shall not retain a sub-consultant or assign employees to perform Services hereunder to which the Owner has a reasonable objection.

2.1.2

The Owner has relied upon the personal qualifications of the individual employees of the Design Consultant and its sub-consultants in awarding this contract.

2.1.2.1

The key employees of the Design Consultant and designated sub-consultants shall be as follows:

- Principal-In-Charge:
- Design Project Manager (Point of Contact):
- Project Architect:
- Project Architect:
- Interior Design Architect:
- Civil Engineer:
- Landscape Architect:
- Structural Engineer:
- Mechanical / Plumbing Engineer:
- Fire Protection Engineer:
- Electrical Engineer:
- Specialty Consultant:
- Landscape Architect:
- Interior Designer:
- Third Party Cost Consultant:
- Construction/Contract Administrator:
- Community Interaction Leader:

2.1.3

No substitution of the key employees or designated sub-consultants named in Section 2.1.2 shall be made without the written approval of the Owner. Should any of the employees or designated sub-consultants identified in Section 2.1.2 resign, be terminated, become incapacitated, or otherwise become unavailable for employment, the Owner shall have the right of approval, in advance, of proposed substitute personnel or firms. Replacement personnel shall have full knowledge of the Services being performed, comparable qualifications to those being replaced, and replacement shall not cause unreasonable delay in the activities or completion of the Services.

2.1.4

By execution of this Agreement the Design Consultant declares that:

2.1.4.1

The Design Consultant is a licensed, experienced architectural firm, and together with retained sub-consultants, possesses the ability and skill necessary to perform all the Services required under this Agreement;

2.1.4.2

The Design Consultant has the capabilities and resources necessary to perform its obligations hereunder in a timely manner;

2.1.4.3

The Design Consultant is familiar with current laws, rules and regulations which are applicable to the design and construction of the Project including, but not limited to local ordinances and building codes of the city, county, state, and federal authorities in effect at the time of permitting the Project. The Design Consultant shall endeavor to prepare all drawings and specifications in accordance with such laws, rules, and regulations.

2.2 Sub-consultants

2.2.1

The Design Consultant shall direct the performance of all its employees and sub consultants. The Design Consultant shall be as responsible to the Owner for the acts and omissions of its agents and sub-consultants, and of persons indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

2.2.2

The sub-consultants employed by the Design Consultant shall be accessible to the Owner for purposes of consultation, clarification, and interpretation of their specialized services. The Owner shall exercise this right in a reasonable manner so as not to delay the project or cause undue expense to the Design Consultant. Contact for this purpose shall be made through the Design Consultant.

2.2.3

Nothing contained in this Agreement shall create any contractual relation between any sub-consultant and the Owner.

2.3 Owner Not Responsible

The Owner has no design responsibilities of any nature. None of the activities of the Owner will supplant or conflict with the design or other Services and responsibilities of the Design Consultant under this Agreement.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 Designation of Owner's Representative

The Owner will designate an officer or employee authorized to act on behalf of the Owner with respect to the Project. The Owner's designee shall render decisions without unreasonable delay. The Owner may establish communication procedures, consistent with this Agreement, to be followed by the Design

Consultant, its sub-consultants, and Construction Manager(s), and may call periodic conferences to be attended by the Design Consultant and its sub-consultants throughout the term of this Agreement.

3.2 The Owner will be responsible for the following:

3.2.1

Provide full, prompt information regarding the requirements for the Project.

3.2.2

Examine documents submitted by the Design Consultant and render decisions pertaining thereto promptly, to avoid delay in the progress of the Design Consultant's Services.

3.2.3

Provide for special civil, structural, mechanical, chemical, or other laboratory testing services, special inspections and reports as required by law that are not otherwise called for in this Agreement. All services, information, surveys, and reports required of the Owner, shall be furnished at the Owner's expense and, unless the Design Consultant has knowledge to the contrary, the Design Consultant shall be entitled to rely upon their accuracy and completeness.

3.2.4

Provide legal, accounting, and administrative services as the Owner may deem necessary.

3.3 Permits and Licenses

The Owner or General Contractor shall pay for, and secure with the assistance of the Design Consultant, all necessary permits, licenses, approvals, easements, and assessments required for the construction, use, or occupancy of the Project, and plan check fees.

3.4 Owner's Observations of Faults or Defects

If the Owner observes, or otherwise becomes aware of a fault or defect in the Services or the Project, or nonconformance with the Construction Documents, the Owner shall give prompt written notice to the Design Consultant.

**ARTICLE 4
BASIC SERVICES**

4.1 In General:

4.1.1

The Basic Services to be provided by the Design Consultant shall include architectural, landscape architectural, engineering, planning, community interaction, and other services consistent with the terms of this Agreement, including those specifically identified and described in Exhibits D and D.1.

4.1.2

Each service, or portion thereof, may be divided to facilitate bidding of separate packages or phased construction activities. The Owner may determine separate contract awards and change the number and times of issue of various Construction Document packages. Additional compensation will be paid to the Design Consultant if there are more than two (2) Construction Document Packages for a facility. The Design Consultant will be responsible to provide the number of packages required to successfully procure abatement, demolition, and construction services necessary to complete the work in accordance with the approved Program Schedule listed as Exhibit C.1.

4.1.3

The Design Consultant shall provide up to ten (10) bid alternates in the Construction Documents, per project that is advertised for bid, if so directed by the Owner.

4.1.4

The Design Consultant shall be responsible for negligent errors and omissions in its Services. In the event that documents prepared are found to contain errors and omissions caused by negligence or otherwise, the Design Consultant shall promptly correct such documents at no additional cost to the Owner.

4.1.5

The Design Consultant shall assist the Owner in obtaining appropriate approvals from federal, state, and local agencies pursuant to obtaining building and occupancy permits. The Design Consultant shall prepare and submit documents for all such approvals. Additionally, the Design Consultant shall prepare appropriate plans, charts, drawings, and renderings as the Owner may reasonably request for the Board of Education, Superintendent, Director of Facilities & Maintenance, Master Construction Program Committees, or other public presentation. Cost of such items shall be a Reimbursable Expense if not outlined as Basic Services in Exhibit D.

4.1.6 Attendance at Meetings

Throughout all phases of the Services, the Design Consultant and its sub-consultants shall meet periodically with the Owner and its representatives. Attendees shall be as appropriate to the issues under consideration.

4.1.7 Agency Review

The Design Consultant shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design review by governing agencies, code officials, or utility authorities for obtaining building permit approvals on behalf of the Owner.

4.1.8 Construction Site Progress Meetings

Construction site progress meetings shall be attended and conducted by the Design Consultant on a bi-weekly basis for each construction contract throughout the construction period. Sub-consultants shall attend such meetings when associated construction activities are underway at the site, but not less than may be required under Exhibit D.

4.1.9 Substantial and Final Completion Inspections (per construction contract)

A maximum of three inspections, including both Substantial and Final Completion Inspections, per construction contract, are included in Basic Services.

4.1.10 Meetings In Excess of Agreed Maximums

Meetings in excess of those provided herein will be reimbursable to the Design Consultant as an Additional Service only if first approved by the Owner or the Owner's Independent Contractor in writing.

4.1.11 Specific Notes of Meetings

The Design Consultant shall take, maintain, and provide the Owner, in a timely manner, with notes of all meetings and site visits as a record of the progress of the design and construction of the Project.

ARTICLE 5 ADDITIONAL SERVICES

5.1 List of Services

Exhibit E contains a list of services which exceed the Scope of Basic Services under this Agreement. If any of these Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall provide, or furnish through others, the authorized Additional Services.

5.2 Compensation for Additional Services

The Owner will compensate the Design Consultant for authorized Additional Services performed as herein provided as provided in Article 6.

5.3 Compensation for Special Sub-consultants

The Design Consultant shall receive additional compensation as described under Section 6.3.3 for the coordination and direction of special sub-consultants, if required and approved by the Owner, who shall work under contract to the Design Consultant. Selection of these special sub-consultants, compensation and terms of contract shall be subject to the Owner's written, prior approval.

ARTICLE 6 COMPENSATION

The Owner shall compensate the Design Consultant for its proper performance in accordance with the terms of this Agreement in the following manner:

6.1 Basic Services Compensation:

6.1.1 As full and complete compensation for its Basic Services, the Design Consultant shall be paid a maximum fee of _____ Dollars (\$_____.00) as set forth in Exhibit G or elsewhere herein and additionally, shall be reimbursed its Reimbursable Expenses. This amount represents 6% of the MACC (Maximum Allowable Construction Cost)

6.1.2 Reimbursable Expenses

Basic Services Compensation Fee includes all reimbursable expenses including those actual expenditures reasonably made by the Design Consultant, its employees, and sub-consultants in the interest of the Project and include only travel, per diem, shipping and express mail, and printing in excess of the required number of submittals called for under Exhibits D, D.1, and Exhibit G. All expenses not identified by this Agreement must be approved in writing in advance by the Owner to be reimbursable. Reimbursable Expenses, as well as any other expenses approved as provided herein, shall be billed to the Owner at direct cost.

6.1.2.1 Transportation

Transportation when traveling in connection with the Project, not including normal business travel to and from the client and the site: economy class airfare (where appropriate), and automobile mileage at \$.52 per mile will be reimbursed. Mileage will not be paid for travel inside of the Atlanta Metropolitan area. All travel must have prior written authorization by the Owner.

6.1.3

The Design Consultant shall submit monthly invoices to the Owner for performance of Basic Services and reimbursement of expenses. Monthly invoices shall only cover those Basic Services actually performed, and those expenses actually incurred, during the billing period and shall be in proportion to Services satisfactorily performed and accepted by the Owner so that compensation at the completion of each Design Stage shall equal the compensation listed in Exhibit G, while payments during the Construction Phase will be made in proportion to work, certified by the Design Consultant, to be completed by the Construction Manager. The Design Consultant shall bill for its Services at the same time as its forwards the Contractor's pay application to the Owner. See Exhibit F for required typical invoice format. Reimbursable Expenses shall not exceed the amounts listed in Exhibit G.

6.1.4

The Owner shall pay the Design Consultant all amounts properly invoiced within 30 days after receipt of the invoice.

6.2 Owner Requested Change Orders:

The Design Consultant and Owner shall negotiate an equitable adjustment to the Design Consultant's compensation for Owner requested in progress construction changes that may result in additive or deductive construction change orders. The general basis for negotiation with the Owner shall be on a time and material basis based on the actual work effort to incorporate the change. The Design Consultant shall be required to submit a "preliminary cost estimate" for the design change for consideration by the Owner prior to commencing the design change work. The Owner shall render a decision in a reasonable amount of time based upon the "preliminary cost estimate" and if positive, provide a "Notice To Proceed (NTP)" to the Design Consultant.

6.3 Additional Services Compensation:

The Design Consultant and Owner shall negotiate an equitable adjustment to the Design Consultant's compensation for any Additional Services as described under Article 5 with the exception of special subconsultants as specified in Section 5.3. In the event that negotiations are not successful, the Owner may choose to utilize other means to accomplish the services, or the Owner may direct the Design Consultant to proceed with Additional Services on a time and materials basis with compensation to be computed as follows:

6.3.1 Fixed Rate

Principals' time shall be at the fixed rate of \$____.00 per hour. For the purposes of this Agreement, the Principal is Barbara Crum.

Associates' time at the fixed rate defined within Exhibit G.

6.3.2 Other Employees' Time

Other employees' time shall be computed at a multiple of 2.75 times direct salary expense (excluding labor burden and fringe benefits) which compensation shall include overhead, all other costs and fee, not to exceed:

Project Architect/Engineer:	\$_____ per hour
Senior Staff Architect:	\$_____ per hour
Interior Designer:	\$_____ per hour
Intern Architect:	\$_____ per hour
Senior Engineer:	\$_____ per hour
Junior Engineer:	\$_____ per hour
CADD Draftsman:	\$_____ per hour
Admin./ Clerical:	\$_____ per hour
Construction Administrator:	\$_____ per hour
Community Interaction Leader:	\$_____ per hour

6.3.3 Additional Services of sub-consultants

For the Additional Services of sub-consultants, a multiple of one and one-tenth (1.1) times the amount billed the Design Consultant for such services provided the sub-consultants' rates shall be no greater than those set forth in paragraphs 6.3.1 and 6.3.2.

6.4 Payment for Additional Services and Associated Expenses

Prior to incurring any costs of Additional Services or associated expenses, the Design Consultant shall receive written authorization from the Owner. Payments will be made monthly, within thirty (30) days following presentation of the Design Consultant's properly invoiced statement, fully supported by receipts, invoices, timecards and other documentation as may be reasonably requested by the Owner.

6.5 Records of Expenses

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner at reasonably convenient times. Where applicable, billings for Reimbursable Expenses, or other approved expenses, shall include copies of invoices incurred for authorized expenses.

ARTICLE 7 PERIOD OF SERVICE

7.1 Term Of Agreement

Unless earlier terminated pursuant to Article 11, this Agreement shall remain in force until the later of final acceptance of the Project by the Owner, issuance to the Owner of the Final Certificate for Payment, final payment to all Contractors, or ninety (90) days after the Date of Substantial Completion of the work, excepting provisions of this Agreement relating to the Professional Liability Insurance under Par. 9.1.2, and Ownership of Documents under Article 14, which shall remain in full force and effect.

7.2 Delay of Project

If the Project is delayed through no fault of the Design Consultant, the Critical Date Schedule may be modified and updated by the Design Consultant with the written approval of the Owner. Additional costs for Construction Phase Services set forth on **Exhibit D** will not be negotiated until the construction

contract has been delayed by at least 10% of the total construction period through circumstances over which the Design Consultant has no control.

7.3 Time of Essence

Time is of the essence of this Agreement.

ARTICLE 8 NOTICES

Any notice required by this Agreement shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows:

OWNER:

**Board of Education of the City
of Decatur
125 Electric Avenue
Decatur, Georgia 30030**

DESIGN CONSULTANT:

ARTICLE 9 INSURANCE

9.1 Purchase and Maintenance of Insurance

The Design Consultant shall purchase and maintain insurance set forth below.

9.1.1 Worker's Compensation and Employer's Liability

The Design Consultant firm shall obtain and maintain Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance covering all employees of the Firm, and any uninsured sub-consultant(s).

- Combined Single Limit shall not be less than \$500,000.00 for each occurrence
Before commencing any job, the Firm shall provide the CSD Owners Representative, with satisfactory evidence that the above mentioned insurance is in force, to be evidenced by an affirmative approval of the insurance from the CSD Owners Representative.

9.1.2 Professional Liability

- Professional liability insurance coverage, including coverage for job observation during the period of performance of this Contract and for a period of at least three years after final acceptance of the Project in an amount of Design Team shall provide \$5,000,000.00 Minimum for Errors and Omissions.

9.1.3 Comprehensive Automobile Liability

Taken out in the name of the Design Consultant firm

- Combined Single Limit shall not be less than \$1,000,000.00 for each occurrence and not less than \$1,000,000.00 for each accident

9.1.4 Comprehensive General Liability

This shall be taken out in the name of the Design Consultant firm with the Board of Education of the City of Decatur, the City Schools of Decatur, its board members, officers, and employees, and Owners Representative to be included as an additional insured. It shall include Comprehensive Form, Independent Contractors, Contracts, Personal Injury, etc.

- Combined Single Limit shall not be less than \$2,000,000.00 for each occurrence and not less than \$3,000,000.00 for each accident

9.1.5 Provisions

The above policies of insurance shall contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability coverages with (1) The Board of Education of the City of Decatur including its officials, employees, and volunteers covered as insured as respects: liability arising out of activities performed by or on behalf of the Design Consultant and its sub-consultants; contractual liability; "stop gap" liability; products and completed operations of the Design Consultant and its sub-consultants; premises owned, leased or used by the Design Consultant; or automobiles owned, leased, hired or borrowed by the Design Consultant or its sub-consultants. The coverage shall contain no special limitations on the scope of protection afforded to the Board of Education of the City of Decatur and its officials, employees, or volunteers. (2) The Design Consultant's insurance coverage shall be primary insurance as respects the Board of Education of the City of Decatur and its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Board of Education of the City of Decatur, Georgia, its officials, employees and or volunteers shall be in excess of the Design Consultant's insurance and shall not contribute with it. This is as respects work performed for the Board of Education of the City of Decatur by the named insured.
- (b) Any deductibles or self-insured retention must be declared and approved by the Owner. Each insurance policy required by this provision shall be endorsed to state that coverage shall not be canceled, non-renewed or limits of liability changed, except after thirty (30) days' prior written notice has been given to the Owner. The Design Consultant shall include all sub-consultants as insured under its policies or shall require separate certificates and endorsements for each sub-consultant. All coverage's for sub-consultants shall be subject to all of the requirements stated herein. The Design Consultant shall furnish the Board of Education of the City of Decatur with a certificate of said insurance.

9.2 Certificates of Insurance

Certificates of insurance shall be provided to the Owner prior to contractual approval but no later than ten days after the signing of this Agreement. Said certificate shall provide that Owner will be notified in the event of non-renewal, cancellation or limits of liability changed in insurance coverage, at least thirty (30) days prior to such non-renewal, cancellation or limits of liability changed. Such notice shall be sent to City Schools of Decatur, with copies to the Owner's Representative. Non-renewal, cancellation, or limits of liability changed in insurance coverage shall be considered a breach of this Agreement.

9.3 Waiver or Release of Claims

Nothing contained herein shall be construed as a waiver or release of any claims or action at law or in equity which the Owner may have against the Design Consultant during the period in which actions are permitted to be brought under the State of Georgia statutes relating to the limitation of time for commencing action.

9.4 Additional Insured

The General Conditions of the Contract for construction shall require that the Design Consultant, Owner, the Owner's representatives including the Owner's Representative, shall be named as additional insured on the Contractor's General Liability Policy, and that a certificate of insurance indicating such be provided.

ARTICLE 10 INDEMNIFICATION

10.1 Design Consultant an Independent Contractor

In the performance of this Agreement the Design Consultant is an independent contractor, and the Design Consultant, its officers, employees, and sub-consultants shall not be considered employees or agents of the Owner.

10.2 Claims, Damages, Losses, and Expenses

The Design Consultant shall defend, indemnify, and hold harmless the Owner and its officers, agents, including its Owner's Representative, and employees from and against all claims, damages, losses, and expenses including, but not limited to attorney's fees, arising out of, or resulting directly or indirectly from third party claims asserting:

10.2.1 Design Consultant's Negligent Performance

The Design Consultant's negligent performance or failure to perform its obligations under this Agreement, and

10.2.2 Bodily Injury or Destruction of Property

Any claim, damage, loss, or expense attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of personal property including the loss of use resulting there from and caused by the negligent act of the Design Consultant's officers, employees, agents, sub-consultants, anyone directly or indirectly employed by the Design Consultant.

The foregoing indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under this Agreement.

10.3 Statute of Limitation on Design Consultant's Liability

This indemnification will terminate whenever the appropriate statute of limitation on the Design Consultant's liability shall have run.

10.4 Owner and Design Consultant Waive All Rights

The Owner and Design Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions of the Contract for Construction. The Owner and Design Consultant each shall require similar waivers from their contractors and sub-consultants.

ARTICLE 11 TERMINATION

11.1

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.

11.2

This Contract may be terminated by the Owner without cause upon seven (7) days written notice to the Design Consultant. In the event of such a termination without cause, the Owner shall pay the Design

Consultant for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such an event, the Design Consultant shall promptly submit to the Owner its invoice for final payment, which invoice shall comply with the provisions of Article 6.

11.3 In The Event Of Termination under This Article

11.3.1

Upon termination, the Design Consultant shall deliver to the Owner all drawings, documents specifications and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant shall remain liable to the Owner for damages resulting from any breach of this Agreement by the Design Consultant, and the payment of any sums by the Owner under this Article shall not constitute a waiver of any claims for damages by the Owner for any breach of this Agreement by the Design Consultant.

ARTICLE 12 DISPUTE RESOLUTION

12.1 Suits and Proceedings

This Agreement shall be governed by the laws of the State of Georgia. The parties hereby consent to the exclusive jurisdiction and venue of the Superior Court of DeKalb County, Georgia in connection with any legal actions hereunder.

12.2 Mediation

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 the institution of legal or equitable proceedings by either party. Such mediation 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 Agreement 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 shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in DeKalb County, Georgia, unless another location is mutually agreed upon. Subject to the express approval of the Owner, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 13 SUCCESSORS/ASSIGNMENT

13.1 Assignment or Transfer

Neither this Agreement nor any interest herein or claim hereunder, shall be assigned, or transferred by the Design Consultant to any other party without the written consent of the Owner. This Agreement is binding on the parties and their heirs, successors, and assigns.

ARTICLE 14 OWNERSHIP OF DOCUMENTS

14.1 Sole Property of Owner

All designs, drawings, specifications, technical data, and other instruments produced by the Design Consultant in the performance of this Agreement (the "Instruments of Service") shall be the sole property

of the Owner, except as provided under Section 14.2, and the Owner is vested with all rights therein of whatever kind and however created, whether created by law or by equity. The Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and other technical data pertaining to the Services to be performed under this Agreement. Notwithstanding the foregoing, the Owner may use the Instruments of Service for the Project only.

14.2 The Design Consultant's Use

The Design Consultant shall be permitted to retain copies including reproducible copies of drawings and specifications. It is understood that the Design Consultant may reuse design drawings and specifications from this Project for other owners and such use shall not infringe on the rights of the Owner, herein, nor give rise to any claim against Design Consultant by Owner.

14.3 Termination Under Article 11

In the event of termination under Article 11, the Owner shall receive all drawings, plans, specifications, and other related documents prepared by the Design Consultant whether or not they are complete, and they shall be considered property of the Owner, subject to Sections 14.1 and 14.2.

14.4 File Transfer Protocol (FTP) Site

The Owner is intending to use a File Transfer Protocol as a tool to manage the document flow between all parties. The cost of any such software, if required by the Owner, shall be reimbursable to the contract. The Design Consultant shall provide the platform and method of protecting all "live" documents on the FTP. The preferred method of document upload and storage on the FTP will be in PDF format. The Design Consultant may be allowed to provide live documents in other formats other than PDF to its consultant's only.

ARTICLE 15 ADDITIONAL PROVISIONS

15.1 Invalid, Illegal or Unenforceable

If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.2 No Third-Party Beneficiaries

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 Design Consultant.

15.3 Hazardous Materials

Unless otherwise provided in this Agreement, the Design Consultant and Design Consultant's sub-consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Design Consultant shall assist the Owner in coordinating any hazardous material Consultant or Contractor's work, with the Services being provided by the Design Consultant.

15.4 Representations of the Design of Project

The Design Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design Consultant's promotional and professional materials. The Design Consultant's materials shall not include the Owner's confidential or

proprietary information if the Owner has advised the Design Consultant in writing of the specific information considered by the Owner to be confidential or proprietary.

OWNER

**Board of Education of the City of Decatur
125 Electric Avenue
Decatur, Georgia 30031**

DESIGN CONSULTANT

BY: _____
Dr. Gyimah Whitaker
Superintendent, City Schools Decatur

BY: _____

Title: _____

DATE: _____

DATE: _____

Witness:

BY: _____

APPROVED AS TO FORM:

BY: _____
Attorney for the Owner

Corporate seal

DESIGN CONSULTANT'S NOTARY:

Notary seal

EXHIBIT A

PROJECT CONSTRUCTION BUDGET

The MACC for these Projects, or designated portion thereof, may only be modified by the Owner, in writing. The Design Consultant shall prepare drawings, specifications, and other documents necessary for receiving the construction contract(s) bid from a responsive, responsible contractor acceptable to the Owner and within the MACC. The Design Consultant shall notify the Owner in writing at any time it believes the Project costs will exceed the MACC. The Design Consultant's written explanation shall include its cost estimate and, if requested by the Owner, supporting data and suggestions for bringing the Project costs within the MACC.

The Maximum Allowable Construction Cost (MACC)

MACC = _____ Dollars (\$_____.00)

EXHIBIT B

PROGRAM OF REQUIREMENTS

EXHIBIT C

CRITICAL DATE SCHEDULE

Project Design Process - (New Construction)

Timetable:

Process:

- ☐ **Programming Phase** (_____) – Conduct **Community Forums #1** (gain input from Community, SLT/Staff)
- ☐ **Conceptual Design Phase** (_____) Conduct **Community Forums #2** at completion of this phase and show three options to Community, SLT/Staff
 - Present options and community input to CSD Board for input and selection
- ☐ **Schematic Design Phase** (_____) Conduct **Community Forums #3** at completion of this phase and present design update to Community, SLT/Staff)
- ☐ **Solicit for Construction Management at Risk Firm** (_____)
- ☐ **Design Development Phase** (_____) Conduct **Community Forums #4** at completion of this phase and present design update to Community, SLT/Staff)
 - Last Community Forum update as now we move into Construction Documents
- ☐ **Contract with selected Construction Management at Risk Team and begin Pre-Construction Phase services**
- ☐ **Construction Document Phase** (_____) (Buy out to get to a GMP)
- ☐ **Construction Phase – Civil Package** (_____)
- ☐ **Construction Phase – Building Package** (_____)

EXHIBIT D

SCOPE OF BASIC SERVICES

Community Interaction Services

- A. The Design Consultant will provide these services in accordance with the Project Schedule (Exhibit C). Services include:
- A.1 Working with CSD Staff to develop methods to advertise upcoming Community Forums.
 - A.2 Providing updates to the CSD Staff for posting on the CSD Website related to Community Interaction, input, progress, design, and others as defined with CSD.
 - A.3 Preparation of all Exhibits and Presentation materials necessary for each Community Forum.
 - A.4 Interaction with Staff and SLT Members on a regular basis.
 - A.5 Other services as proposed by Design Consultant

Pre-Design Services

- A. Immediately upon execution of the Agreement, the Design Consultant shall:
- A.1 Review scope and type of work.
 - A.2 Review program requirements with Owner for completeness and suitability.
 - A.3 Review Owner's time schedule for bidding, construction, and occupancy.
 - A.4 Review Owner's budget and determine its basis (e.g., cost estimate, available funds)
 - A.5 Review whether the Project budget, time schedule and program (if provided) are compatible.
 - A.6 Verify all sub-consultants' abilities to meet the time schedule, liability insurance and licensing requirements for the Project.

B. FACILITY PROGRAMMING

B.1 The Design Consultant shall examine and analyze available information provided by the Owner and Construction Owner's Representative and shall advise and recommend as to additional information necessary to begin specific design work on the Project.

B.2 Upon analysis of all available information and prior to initiating any design tasks, the Design Consultant shall participate in a Pre-Design Project Analysis workshop. The Design Consultant shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the Project and others as may be requested by the Owner.

As part of this Pre-Design Analysis workshop, a Permitting Strategy will be reviewed and identified as set forth in Exhibit D.1.

B.3 Upon conclusion of the Pre-Design Project Analysis and in accordance with the List of Critical Dates, the Design Consultant shall prepare a report to the Owner (hereinafter referred to as the Design Narrative) consisting of the Design Consultant's interpretation of the Project Requirements, design parameters and objectives, and results of the Pre-Design Project Analysis. To the maximum extent possible, the Design Narrative shall contain diagrammatic studies and pertinent text relative to design concept, Program of Requirements, internal functions, human, vehicle and material flow patterns, general space allocations, detailed analysis of operating functions, studies of adjacency, vertical and horizontal affinities, and outline descriptions of major building components and systems.

In addition, the Design Consultant shall identify and provide within this Design Narrative a preliminary listing of all permitting requirements and their impact on the design.

B.3.1 A complete site analysis shall be conducted by the Design Consultant for the specified site for this Project. It shall include the total investigation of existing site conditions such as topographical limitations, impact on existing facilities and utility infrastructure, roadways, and storm water management. It shall include up to three-site plan options along with a complete analysis of each. In most cases, the Design Consultant may be required to utilize the local authorities GIS documents in lieu of a detailed topographical / boundary survey. This investigation report shall be presented to the Project User Group, the Owner's Board, and the Superintendent and Facilities Director for approval and comments. Therefore, the Owner's Representative will facilitate one (1) meeting for presentation of materials by the Design Consultant.

B.4 As a part of programming, the Design Consultant and its sub-consultants shall be required to conduct Project User Group conferences.

B.5 Once a complete Facility Program and Site Analysis have been completed, the Design Consultant shall develop Conceptual Design documents illustrating how each facility is to appear. It shall include at a minimum, floor plans, building elevation, site plans and exterior perspectives. It shall be presented in a format that illustrates the design content and context around it and shall be in a presentation style.

B.6 It is at this point that the Design Consultant shall participate in public forum(s) whose goal is to solicit the public's input, response, and comments to the proposed design. The Design Consultant shall participate in a maximum of three (3) meetings. The Design Consultant shall meet with the Owner's Representative and Owner to identify and prioritize those comments and decide on their incorporation into the design.

Design Services

Design Services shall include providing Services relative to the proposed City Schools of Decatur, Georgia, Master Plan Program's Improvements.

Throughout all of the required Service Phases, the Design Consultant and its subconsultant shall endeavor to provide a design whose construction cost, when construction services are solicited for pricing, shall not exceed the Maximum Allowable Construction Cost ("MACC") indicated for that project as per Exhibit A. The Design Consultant shall also be required to design a complete facility inclusive of all of the Owner's Program Requirements and to include in the Contract Documents alternate bids as may be necessary to adjust the construction cost to the MACC.

C. SCHEMATIC DESIGN PHASE

C.1 Owner's Requirements

Upon written authorization from the Owner to proceed and, based on the approved Project Construction Budget, the Critical Date Schedule, and the Owner's Schedule (Exhibits A and C) the Design Consultant shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale, and relationship of the Project components for approval by the Owner. The Design Consultant shall review the Program of Requirements furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The Design Consultant shall provide a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.

C.2 Schematic Design Meetings and Studies

The Design Consultant shall provide progress drawings and documentation throughout development of the Schematic Phase. To assure compliance with the Critical Date Schedule, the Design Consultant shall meet with the Owner's Building Committee, Project Committee and additional departmental user groups as designated by the

Owner, and where appropriate, provide the Owner with three (3) copies of schematic studies to be used by the Owner for interim evaluation of the Design Consultant's alternative concepts, recommendations and proposals throughout the Schematic Phase.

C.3 Final Schematic Design Phase Submittal Contents

Final Schematic Design is intended to provide design information that is approved by the Owner in order to proceed into the Design Development phase work.

When the Design Consultant and Owner agree that the completed work of the Schematic Design Phase is ready for the Design Consultant to submit for the Owner's approval, the Design Consultant shall provide the Owner with a final Schematic Design Phase Submittal consisting of six (6) copies (sets) of drawings and accompanying reports. The drawings shall include a proposed site plan study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Schematic Phase budget based upon the Maximum Allowable Construction Cost (MACC) and breakdown as specified in Exhibit A. The Design Consultant shall prepare such estimates, as it deems necessary but subject to the Owner's approval as to level of specificity and completeness, to assure that the Project cost is within the MACC with alternate bids. The Design Consultant shall be allowed to include contingencies for design, bidding and price escalation, and, with the prior written approval of the Owner, (a) to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, (b) to make reasonable adjustments in the scope of the Project and, (c) to include in the Contract Documents alternate bids as may be necessary to adjust the construction cost to the MACC. Further, the report shall include such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant and outline descriptions of proposed engineered systems, construction methods, materials, and work to be included in the construction contracts.

To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain, as a minimum:

Architectural

- Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
- Preliminary exterior wall cross-section and elevation indicating location and size of fenestration.
- Site plan with building location and overall grading plan. All major site development such as access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots should be shown.
- Gross and net assignable area calculations separated to show conformance with the Program of Requirements.
- Identification of roof system, deck, membrane flashing and drainage technique and indicating overall combined heat transfer coefficient for roof/ceiling composite and roof area.
- The Design Consultant shall confer with and obtain reviews from regulatory agencies such as:
 - Building Department
 - Fire Marshall (state and local)
 - Department of Health (if necessary)
 - Zoning Commission
 - Design Review Committees (if necessary)
 - Planning Commission (if necessary)
- The Design Consultant shall submit in writing all code review findings to the Owner.
- Preliminary Specifications Outline.

Structural

- Structural systems description.

- Identification of structural system (e.g., precast, structural steel with composite deck, structural steel with bar joists).
- Identification of general foundation requirements (e.g., fill requirements, piles, caissons, spread, footings)

Mechanical

- HVAC systems descriptions that appears compatible with loading conditions.
- Single-line drawings of major distribution systems.
- Proposed preliminary major equipment loads.

Electrical

- Electrical system descriptions.
- Major electrical equipment roughly defined indicating size and capacity.
- Design Consultant shall obtain Owner's written approval of the final Schematic Design documents.

D. DESIGN DEVELOPMENT / PRE-CONSTRUCTION PHASE

D.1 Based upon the Owner's written approval of the Schematic Design Phase documents, reports, and MACC, and in order to assure compliance with EXHIBIT C, the Design Consultant shall meet with the Owner's Building Committee, Project Committee and additional departmental user groups as designated by the Owner in further development of the Project.

D.2 The Design Consultant shall prepare the approved Schematic Design Documents, the Design Development Documents, for further approval by the Owner. Where appropriate, the Design Consultant shall provide the Owner with six (6) copies of working design development studies to be used by the Owner for interim evaluation of the Design Consultant's alternative concepts, recommendations, and proposals throughout the Design Development Phase. Documents prepared shall include drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate. Drawings shall include dimensioned site development plan, floor plans, elevations, and one or more typical sections indicating proposed construction. Drawings shall also include information on major finishes, as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical, and electrical.

D.3 When the Owner and Design Consultant agree that the completed work of the Design Development Phase is ready for the Owner's approval, the Design Consultant shall submit six (6) copies (sets) of the final Design Development Phase Submittal drawings, reports and other documents in a form and style suitable for presentation and reproduction for approval by the Owner. The documents for this Final Design Development Phase submittal shall include outline specifications in CSI format and include a Design Development Phase budget based upon the Maximum Allowable Construction Cost (MACC) and breakdown as specified in Exhibit A or as revised and approved by the Owner at the completion of the Schematic Design Phase. The drawings shall include, but not be limited to:

Architectural

- Floor plans with final room locations including all openings.
- Wall sections showing final dimensional relationships, materials, and component relationships.
- Building sections showing coordination between trades and features of the building.
- Identification of all fixed equipment to be installed in contract.
- Finish schedule identifying all finishes.
- Preliminary door schedule showing quantities and types of doors.
- Preliminary development of details and large-scale blow-ups.
- Legend showing all symbols used on drawings.
- Reflective ceiling development including ceiling grid and lighting plans, light fixtures, ceiling resisters and diffusers.

- Outline Specifications.

Civil

- Site utilities plan and paving plan; virtually complete site plan including grading and drainage with contour lines at intervals not greater than 2' - 0".

Structural

- Plan drawings with primary structural members located and sized.
- Final building floor elevations and foundation drawings.
- Outline Specifications

Mechanical

- Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- Major mechanical equipment schedule indicating size and capacity.
- Primary ductwork and piping substantially located and sized.
- Devices in ceiling located.
- Legend showing all symbols used on drawings.
- All power consuming equipment and load characteristics.
- Total estimated electric load.

Electrical

- Total Electrical Load
- Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- Complete site lighting design.
- Lighting, power, telecommunications and other special system devices and receptacles are shown in the plan.
- Light fixture schedule.
- Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment and any other special use areas, etc.
- Outline Specifications

Construction Cost Estimate

The Design Consultant shall submit to the Owner a revised estimate of construction cost projected to the time of bid.

Pre-Construction

The Design Consultant shall work with the Construction Manager and their Sub-Contractors to retrieve their input into the design of all major building systems. The Construction Manager will direct the Design Consultant in the area of construction sequencing and packaging. Once advised, the Design Consultant will develop the design in a manner consistent with the Construction Manager's guidance.

E. CONSTRUCTION DOCUMENTS PHASE

E.1 Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Development Documents, Construction Contract Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project or, upon direction of the Owner, specified portions thereof. The Design Consultant shall coordinate with and incorporate into the Construction Documents the conditions of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, and Construction Proposal Forms and Agreements. The Design Consultant shall provide the owner with a 50% Construction Documents submittal and an 80% Construction Documents submittal. After review and approval of the 80% Construction Documents by the Owner, the Design Consultant shall continue with preparation of final Construction Documents and Bid Documents, including final

Specifications for all authorized work on the Project, or specified portion thereof, and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.

- The Design Consultant shall confer with and obtain further review from regulatory agencies such as:
 - Fire Marshall (state and local)
 - Building Department/Land Development
 - Department of Health (if necessary)
 - Design Review Committees
- At the 80% submittal, the Design Consultant shall obtain all necessary building permit approvals on behalf of the Owner.

E.2 Detailed Drawings

Detailed drawings shall cover all work included in the Project or designated portion thereof.

E.3 Engineering Drawings

Engineering drawings shall be fully coordinated with each other and architectural drawings and carry the same room identification and grid/dimensional system as the architectural drawings.

E.4 Detailed Drawings for Each Separate Contract

The detailed drawings for each separate contract (if any) shall be prepared by the Design Consultant with appropriate coordination and designation noted thereon.

E.5 Specifications

Specifications shall be prepared using the Construction Specifications Institute 16 division format including paragraph numbering.

E.6 In-progress Submittals

The Design Consultant shall provide the Owner periodically with in-progress Construction Documents during this phase at a frequency of 50% and 80% CD's. Additionally, the Design Consultant shall submit for Building Department review preliminary and 100% Construction Contract Documents.

E.7 Drawings and Specifications for Owner

On or before the date shown on the Schedule of Critical Dates the Design Consultant shall submit in six (6) copies 100% complete drawings and specifications for Owner review and approval.

E.8 Final Construction Bid Documents

After review and approval of the 100% Construction Contract Documents by the Owner, the Design Consultant shall continue with preparation of final Bid Documents for all authorized work on the Project or specified portion thereof, and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Bid Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding and construction.

E.9 Participation in Reviews and Meetings

The Design Consultant shall participate in such reviews and meetings as are necessary to ensure that the Project design conforms to all applicable codes and all requirements of responsible agencies current at the time of bid. The Design Consultant shall make any changes to the Construction Contract Documents that are required for issuance of all permits and legal authorizations needed to construct the Project.

E.10 Construction Cost Estimate

The Design Consultant shall submit to the Owner a final revised estimate of construction cost projected to the time of bid.

Agreement(s) between Owner and Construction Manager

The Design Consultant shall assist the Owner, Owner's Representative, and the Owner's legal counsel in the preparation of the Agreement(s) between Owner and Construction Manager for the Owner's execution.

G. CONSTRUCTION ADMINISTRATION PHASE

Consultation with Owner

The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Construction Manager for various portions of the work.

Review and Return of Submittals

The Design Consultant shall review shop drawings, samples, and other submissions of Contractor(s) for the purpose of checking for conformance with the design concept of the Project and for general compliance with the Construction Contract Documents, but not for approval of dimensioning, installation, instructions and details, or safety precautions.

The review and return of submittals shall be accomplished by the Design Consultant within fourteen (14) days from date of receipt except when more time may be authorized by the Owner's Representative.

Submittal Procedures

The Owner in conjunction with the Design Consultant will establish with the Construction Manager the procedures to be followed for review and processing of all shop drawings, catalog submissions, Project reports, test reports, maintenance manuals, and other necessary documentation.

Finish Materials and Colors

The Design Consultant shall select finish materials and colors and prepare color schedules and material/color boards for approval by the Owner.

Change Order Documentation

The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation for Change Orders within the general scope of the work of this Project. Upon submittal of Change Order pricing by the Construction Manager the Design Consultant shall assist the Owner's Representative in review and verification of the suitability of the Construction Manager's data.

Interpretations of Requirements of Contract

The Design Consultant shall render within ten (10) business days, interpretations of requirements of the Construction Contract Documents and shall make all interpretations consistent with the intent of and reasonably inferable from the Construction Contract Documents. The Design Consultant's decision in matters relating to artistic effect shall be final if consistent with the intent of the Construction Contract Documents.

Errors, Omissions or Conflicts

Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner, within seven (7) days, (or longer period as may be authorized) such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.

Access to Work

The Design Consultant will have access to the work at all times.

Periodic Visits to the Project Site

The Design Consultant shall make such periodic visits to the Project site as may be necessary to familiarize itself with the progress and quality of the work to determine if the work is proceeding in accordance with the Contract Documents while the work is in progress. On the basis of such on-site visits, the Design Consultant shall take the appropriate steps to guard the Owner against defects and deficiencies in the work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, it shall immediately report this observation to the Contractor and the Owner's Representative. The Design Consultant and its consultants shall not be required to make exhaustive or full-time on-site visits to check the quality or quantity of the work but shall make as many observations as may be reasonably required to fulfill its obligations to the Owner.

The Contractor shall be solely responsible for safety during the construction of the project. If the Design Consultant notices an unsafe act it shall notify the Contractor and Owner immediately.

Written Field Reports

The Design Consultant and sub-consultants shall render written field reports relating to their periodic visits and observations of the Project, within five (5) business days, to the Owner in the form required by the Owner. Upon execution of the contract, the Design Consultant shall submit a sample of such field report for Owner approval.

Certificates of Payment

Based upon observations at the site and upon the Construction Manager's applications for payment, the Design Consultant shall determine the amount owing to the Construction Manager(s), pursuant to the terms of the Owner/Construction Manager Agreement and shall issue Certificates for Payment to the Owner in such amounts. The Owner's Representative shall consult with the Design Consultant in the determination of the amount due to the Construction Manager and the Design Consultant shall sign the Certificate of Payment prior to the time it is transmitted to the Owner. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment that the work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the work is in accordance with the Construction Contract Documents subject to any specific qualifications stated in the Certificate for Payment, and that the Construction Manager is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how or for what purpose the Construction Manager has used the monies paid on account of the Construction Contract Sum.

Nonconforming Work

If the Design Consultant advises the Construction Manager and Owner of nonconforming work, the Design Consultant shall confirm the nonconformance in writing within five (5) business days of observation.

Authority to Condemn or Reject Work

The Design Consultant shall have authority to condemn or reject work on behalf of the Owner when in its opinion the work does not conform to the Construction Contract Documents. Whenever in its reasonable opinion it is

considered necessary or advisable to insure the proper implementation of the intent of the Construction Contract Documents, the Design Consultant shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Construction Contract Documents whether or not such work is fabricated, installed, or completed.

Occupancy Approval

The Design Consultant shall assist in obtaining governing agency occupancy approval.

Substantial Completion Inspection

When the Owner and the Design Consultant agree that the work of portions of the work are substantially complete, the Design Consultant and its sub-consultants shall inspect the work or portions of the work and prepare and submit punch-list of the work of the Construction Manager(s) which is not in conformance with the Construction Contract Documents. The Owner may request that the Design Consultant observe and prepare a punch-list on any portion of the work.

The Design Consultant and its sub-consultants shall conduct up to three (3) Substantial Completion and Final Completion inspections per construction contract at the request of the Owner. If more inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed Additional Services.

Equipment and Systems Start-up

The Design Consultant or its sub-consultants shall review test data of, and observe the original operation of, any equipment or system such as during start-up testing, adjusting, and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.

Review of Contractor-furnished Documents

The Design Consultant shall review the Construction Manager-furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Contract Documents and forward all approved copies to the Owner.

Application for Final Payment

Upon correction of the deficiency reports (punch list), and acceptance of all other closeout submittals and certificates of the Construction Manager, the Design Consultant shall approve the Contractor's Application for Final Payment and forward it to the Owner for execution.

Correction of Defects

Upon request during the 1 year correction period of the Construction Contract(s), the Design Consultant shall be available to assist the Owner in securing correction of defects that become apparent and shall make an inspection and provide a written report of the Project sufficiently prior to the expiration of the guarantee period to allow for timely corrections.

G. BUILDING INFORMATION MODELING

G.1 Owner's Representative Responsibilities

The Owner's Representative will act as City Schools of Decatur's BIM coordinator and expert during all project phases. The Owner's Representative will guide the Design and Construction Professionals in the implementation of the agreed upon BIM goals, advise the team on strengths and weaknesses of particular BIM strategies, monitor information entered into and deleted from the model by the Design Consultant, and protect the integrity of the model and the information contained therein. Our responsibilities shall include, but not be limited to, the following:

- Develop, implement, and manage a BIM Execution Plan;

- Conduct Design & Construction Shop Drawing Submittal Phase clash/interference analyses of the project model;
- Develop As-Built Model. Coordinate with the Construction Manager to integrate manufacturer's data and operating and maintenance instructions into the models to enable coordinated commissioning activities and facility management across building life-cycle phases; and
- Conduct quality assurance of Design Consultant and Construction Manager BIM efforts.

G.2 BIM Execution Plan

The BIM Execution Plan shall be developed within thirty (30) calendar days after award of the Design Consultant contract for design services. Owner's Representative will coordinate and chair meetings with Design Consultant and Client representatives to develop and implement the plan. The BIM Execution Plan shall address the following elements at minimum:

- The models to be created, the purpose of each model, and the responsible party for each model;
- The definition of the models that shall constitute the contract documents, if any;
- The expected content of each model and the required level of detail at various project milestones (e.g., geometric, and spatial data, object property data, object constitution data, provision for object parameters as place holders for cost and schedule data, authoritative source information, etc.);
- The definition of the models that shall constitute part of the record documents for the project;
- Integration and development of the models with the design submission schedule;
- Procedures and protocols for submission and approval of models;
- Procedures and protocols for designating two-dimensional projects derived from the models as contract documents;
- Certifications of dimensional accuracy;
- Establishment of a common coordinate system;
- Establishment of conventions for units;
- Conventions for defining critical dimensions and critical model content;
- File format(s) to be used;
- File-naming and object-naming conventions to be used;
- File structure to be used;
- Software to be used;
- Measures needed to achieve interoperability with other software applications used for the project; and
- Two-dimensional reference drawings;

Within thirty (30) calendar days after award of the Construction Management contract, the Owner's Representative will coordinate and chair a meeting with the Design Consultant, the Construction Manager or General Contractor, and Client representative to update the BIM Execution Plan and address the following elements in addition to those described above:

- Implement Shop Drawing – BIM Model development procedures and training with sub-contractors / vendors if necessary.
- Utilization of BIM for the RFI process, including response protocol, timing, and incorporation into models;
- Utilization of BIM for change order process, including response protocol, timing, and incorporation into models;
- Procedures and protocols for confirmation and incorporation of field changes into the models; and
- Specification project close-out deliverables and other final deliverables associated with the models.

G.3 DESIGN CONSULTANT Responsibilities

The DESIGN CONSULTANT Design Consultant /Architect of Record shall develop and construct the model(s) for

their project. The Design Consultant shall properly use available “smart objects” that embody information about the building component requirements and properties (e.g., material properties, functional information, dimensions, etc.). The BIM shall be constructed allow the project team to use the information for one or multiple BIM analysis applications as appropriate. BIM is required for spatial program validation at the Design Consultant design concept submissions.

Other Client responsibilities anticipated for the DESIGN CONSULTANT include the Following:

- Construct 3D geometry or BIM objects (in addition to the requirements established in above) such that the model(s) is compatible with a computer-based analysis of zones (e.g., circulation, preservation, security, etc.).
- Conduct an acoustical study of the required rooms to evaluate conformance to the Client’s Design
- Guide criteria, including an audio rendition of the acoustical performance of the proposed design.
- Evaluate the proposed lighting performance with the chosen interior finishes and fixtures.
- Construct a structural BIM with the proper use of “structural objects” that embody “object information” about structural member profiles, members, and dimensions.
- Construct a mechanical BIM that embodies “object information” (e.g., manufacturer system properties, duct class, maximum loads) about ductwork, HVAC equipment, piping, elevators, insulation, etc.
- Perform and coordinate energy modeling services, and manage any efficiencies of data transfer afforded by “object information” included in the model(s).
- Construct 3D geometry or BIM objects (in addition to the requirements established above) such that the model(s) that are compatible with a CFD (computational fluid dynamics) analysis and perform this analysis.
- Construct 3D geometry or BIM objects (in addition to the requirements established above) such that the model(s) is compatible with daylighting analysis, and perform this analysis.
- Construct an electrical BIM that embodies “object information” (e.g., loads, sizing) about conduit systems over 1”, panel boards, electrical equipment, etc.
- Construct a plumbing BIM that embodies “object information” (e.g., pressure, sizing) about plumbing fixtures and equipment, piping over 1”, etc.
- Integrate and provide 3D geometry such that the model(s) is compatible with clash detection software to enable design and construction coordination across different design disciplines, and to highlight, minimize, or eliminate clashes and interferences.
- Provide a series of 3D diagrams, model snapshots, and an interactive 4D model to support the communication of the proposed project phasing, tenant relocations, and construction sequencing.
- Construct 3D geometry and BIM objects (in addition to the requirements established above) for cost estimating, including but not limited to, geometries or objects which are suspected to have a high unit cost that are not reflected in the model(s) or objects that are present in a cost database, but not present in the 3D geometric model(s).
- As-Built LOD 500 Model Deliverable: Assist by providing coordination and interaction with Construction Manager to deliver the As-Built LOD 500 Model in accordance with the Owner’s Requirements.

G.4. Construction Manager at Risk Responsibilities

The CM shall coordinate with the Owner’s Representative and Design Consultant to provide BIM information describing the finalized construction requirements and as-built conditions. The CM efforts shall include, but not be limited to:

- Perform cost estimating using the 3D geometry and BIM objects in the model;
- Develop shop drawings, fabrication drawings, and electronic manufacturer product information as required to finalize construction requirements; and
- Integrate and provide BIM information for purposes of facility management (e.g., operations and maintenance schedules, warranty information, as-built conditions, etc.), including but not limited to high-precision 3D models; and

- Deliverable to be a LOD 500 Model in those areas identified by Owner's Requirements

G.5 Owner's Representative Responsibilities

DESIGN PHASE

- **BIM Review;** Will review the BIM spatial program validation for compliance with the BIM Spatial Programming Guide. Also review the project model for compliance with the BIM goals and objectives associated with this design stage.
- Following up with the Design Consultant's DC Phase BIM Model and utilizing inserted geometry and spatial data, our Team would produce Cost Estimates from the BIM Model, verifying that the project is within the Required Budget.

DESIGN DEVELOPMENT PHASE (DD)

- **BIM Review** - Review the building model for compliance with the Client's BIM goals and objectives associated with this design phase.
- Following up with the Design Consultant's DD Phase BIM Model and utilizing inserted geometry and spatial data, our Team would produce Cost Estimates from the BIM Model, verifying that the project is within the Required Budget.
- Following up with the Design Consultant's DD Phase BIM Model and utilizing inserted geometry and spatial data, our Team would perform Design Phase Coordination and Clash Detection to verify that all design systems are coordinated and with design standards.

CONSTRUCTION DOCUMENTS PHASE (CD)

- **BIM Review** - Review the building model for compliance with the Client's BIM goals and objectives associated with this design phase.
- Following up with the Design Consultant's CD Phase BIM Model and utilizing inserted geometry and spatial data, our Team would produce Cost Estimates from the BIM Model, verifying that the project is within the Required Budget.

CONSTRUCTION SHOP DRAWING / SUBMITTAL PHASE

- **Construction Coordination, Collision Detection and Sub Model Development** – We will work with the Construction Manager and their Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Low Voltage sub-contractors / Vendors to develop a specific BIM Management Plan.
- We will oversee the development of Sub-Contractor Models and insertion into a single Construction Model.
- As Shop Drawing Submittals are completed, our Team will oversee the updating of the Sub-Contractor's and Construction Models.
- We will oversee Coordination and Collision Detection meetings to seek out areas in which two or more trades have conflicts with their systems.
- We will coordinate the generation of Fabrication models which will be utilized for certain areas of manufacturing.

CONSTRUCTION & CLOSE OUT PHASES

- **Monthly Tracking and Updating of "As-Built Model."** We will on a monthly basis work with the Construction Manager and their Subcontractors to review actual work in place and make necessary adjustments to the Construction Model.
- Goal is to track field changes and insert manufacturing data into completed systems.
- Overall Project Deliverable to be a LOD 500 Model in those areas identified by Owner's Requirements

OWNER'S BIM REQUIREMENTS

Division 1 General Requirements

- 01100 Summary
- 01200 Price and Payment Procedures
- 01300 Administrative Requirements
- 01400 Quality Requirements
- 01500 Temporary Facilities and Controls
- 01600 Product Requirements
- 01700 Execution Requirements
- 01800 Facility Operation
- 01900 Facility Decommissioning

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Division 2 Site Construction

- 02050 Basic Site Materials and Methods
- 02100 Site Remediation
- 02200 Site Preparation
- 02300 Earthwork
- 02400 Tunneling, Boring and Jacking
- 02450 Foundation and Load-Bearing Elements
- 02500 Utility Services
[Type of object and size](#)
- 02600 Drainage and Containment
- 02700 Bases, Ballasts, Pavements and Appurtenances
- 02800 Site Improvements and Amenities
[type of object and Mfr & Model number for common wear replacement parts](#)
- 02900 Planting
[Species and common plant names](#)
- 02950 Site Restoration and Rehabilitation

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Division 3 Concrete

- 03050 Basic Concrete Materials and Methods
- 03100 Concrete Forms and Accessories
- 03200 Concrete Reinforcement
- 03300 Cast-In-Place Concrete
- 03400 Precast Concrete
- 03500 Cementitious Decks and Underlayment
- 03600 Grouts
- 03700 Mass Concrete
- 03900 Concrete Restoration and Cleaning

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Division 4 Masonry

- 04050 Basic Masonry Materials and Methods
Masonry Units
 - 04200 [Brick & CMU mfr, style, size and color](#)
[Grout mfr, joint and color](#)
 - 04400 Stone
[Stone style, and color- mfr if applicable](#)
-

Grout mfr, joint and color

04500 Refractories

04600 Corrosion-Resistant Masonry

04700 Simulated Masonry

04800 Masonry Assemblies

04900 Masonry Restoration and Cleaning

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Division 5 Metals

05050 Basic Metal Materials and Methods

05100 Structural Metal Framing

05200 Metal Joists

05300 Metal Deck

05400 Cold-Formed Metal Framing

05500 Metal Fabrications

05600 Hydraulic Fabrications

05700 Ornamental Metal

05800 Expansion Control

05900 Metal Restoration and Cleaning

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Division 6 Wood and Plastics

06050 Basic Wood and Plastic Materials and Methods

06100 Rough Carpentry

06200 Finish Carpentry

Mfr, style, size, material and type of object

06400 Architectural Woodwork

Mfr, style, size, material and type of object

06500 Structural Plastics

06600 Plastic Fabrications

Mfr, style, size, material and type of object

06900 Wood and Plastic Restoration and Cleaning

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Division 7 Thermal and Moisture Protection

07050 Basic Thermal and Moisture Protection Materials and Methods

07100 Dampproofing and Waterproofing

Mfr, style, size, material and type of object

07200 Thermal Protection

Mfr, style, size, R-value, material and type of object

07300 Shingles, Roof Tiles, and Roof Coverings

Mfr, style, size, material and type of object

07400 Roofing and Siding Panels

Mfr, style, size, material and type of object

07500 Membrane Roofing

07600 Flashing and Sheet Metal

07700 Roof Specialties and Accessories

Mfr, style, size, material and type of object

07800 Fire and Smoke Protection

Mfr, style, size, material and type of object (Smoke Detectors, Alarms & Strobes, Fire Dampers)

07900 Joint Sealers

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Division 8

Doors and Windows

08050 Basic Door and Window Materials and Methods

Metal Doors and Frames

08100 fire rating, materials, finish, lite material and size, grille material and size, sill mfr and model number

Wood and Plastic Doors

08200 fire rating, materials, finish, lite material and size, grille material and size, sill mfr and model number

Specialty Doors

08300 fire rating, materials, finish, lite material and size, grille material and size, sill mfr and model number

Entrances and Storefronts

08400 fire rating, materials, finish, lite material and size, grille material and size, sill mfr and model number

Windows

08500 fire rating, materials, finish, lite material and size, grille material and size, sill mfr and model number

08600 Skylights

08700 Hardware

08800 Glazing

Glazed Curtain Wall

08900 fire rating, materials, finish, glazing material and size, grille material and size, sill mfr and model number

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Division 9

Finishes

09050 Basic Finish Materials and Methods

09100 Metal Support Assemblies

09200 Plaster and Gypsum Board

Mfr, fire rating, size, material and type of object

Tile

09300 Mfr, style, color, size, material and type of object

09400 Terrazzo

Ceilings

09500 Mfr, style, size, material and type of object

Flooring

09600 Mfr, style, size, material and type of object

09700 Wall Finishes

09800 Acoustical Treatment

09900 Paints and Coatings

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Division
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Specialties

10100 Visual Display Boards

Mfr, model number, style, color, size, material and type of object

10150	Compartments and Cubicles Mfr, model number, style, color, size, material and type of object
10200	Louvers and Vents Mfr, model number, style, color, size, material and type of object
10240	Grilles and Screens Mfr, model number, style, color, size, material and type of object
10250	Service Walls
10260	Wall and Corner Guards Mfr, model number, style, color, size, material and type of object
10270	Access Flooring Mfr, model number, style, color, size, material and type of object
10290	Pest Control
10300	Fireplaces and Stoves
10340	Manufactured Exterior Specialties Mfr, model number, style, color, size, material and type of object
10350	Flagpoles
10400	Identification Devices Mfr, model number, style, color, size, material and type of object
10450	Pedestrian Control Devices
10500	Lockers Mfr, model number, style, color, size, material and type of object
10520	Fire Protection Specialties Mfr, model number, style, color, size, material and type of object
10530	Protective Covers Mfr, model number, style, color, size, material and type of object
10550	Postal Specialties
10600	Partitions
10670	Storage Shelving Mfr, model number, style, color, size, material and type of object
10700	Exterior Protection
10750	Telephone Specialties Mfr, model number, style, color, size, material and type of object
10800	Toilet, Bath, and Laundry Specialties Mfr, model number, style, color, size, material and type of object
10880	Scales
10900	Wardrobe and Closet Specialties

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Division 11

Equipment

11010	Maintenance Equipment Mfr, model number, style, color, size, material and type of object
11020	Security and Vault Equipment Mfr, model number, style, color, size, material and type of object
11030	Teller and Service Equipment
11040	Ecclesiastical Equipment
11050	Library Equipment Mfr, model number, style, color, size, material and type of object
11060	Theater and Stage Equipment

11070 Instrumental Equipment
 11080 Registration Equipment
 11090 Checkroom Equipment
 11100 Mercantile Equipment
 Mfr, model number, style, color, size, material and type of object
 11110 Commercial Laundry and Dry Cleaning Equipment
 11120 Vending Equipment
 11130 Audio-Visual Equipment
 Mfr, model number, style, color, size, material and type of object
 11140 Vehicle Service Equipment
 11150 Parking Control Equipment
 11160 Loading Dock Equipment
 11170 Solid Waste Handling Equipment
 11190 Detention Equipment
 11200 Water Supply and Treatment Equipment
 Mfr, model number, style, color, size, material and type of object
 11280 Hydraulic Gates and Valves
 Mfr, model number, style, color, size, material and type of object
 11300 Fluid Waste Treatment and Disposal Equipment
 Mfr, model number, style, color, size, material and type of object
 11400 Food Service Equipment
 Mfr, model number, style, color, size, material and type of object
 11450 Residential Equipment
 11460 Unit Kitchens
 11470 Darkroom Equipment
 Mfr, model number, style, color, size, material and type of object
 11480 Athletic, Recreational, and Therapeutic Equipment
 Mfr, model number, style, color, size, material and type of object
 11500 Industrial and Process Equipment
 Mfr, model number, style, color, size, material and type of object
 11600 Laboratory Equipment
 Mfr, model number, style, color, size, material and type of object
 11650 Planetarium Equipment
 11660 Observatory Equipment
 11680 Office Equipment
 Mfr, model number, style, color, size, material and type of object
 11700 Medical Equipment
 Mfr, model number, style, color, size, material and type of object
 11780 Mortuary Equipment
 11850 Navigation Equipment
 11870 Agricultural Equipment
 Mfr, model number, style, color, size, material and type of object
 11900 Exhibit Equipment
 Mfr, model number, style, color, size, material and type of object

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Division
 12 Furnishings
 12050 Fabrics

- 12100 Art
- 12300 Manufactured Casework
Mfr, model number, style, color, size, material and type of object
- 12400 Furnishings and Accessories
Mfr, model number, style, color, size, material and type of object
- 12500 Furniture
Mfr, model number, style, color, size, material and type of object
- 12600 Multiple Seating
Mfr, model number, style, color, size, material and type of object
- 12700 Systems Furniture
Mfr, model number, style, color, size, material and type of object
- 12800 Interior Plants and Planters
- 12900 Furnishings Restoration and Repair

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Division
13

Special Construction

- 13010 Air-Supported Structures
 - 13020 Building Modules
 - 13030 Special Purpose Rooms
 - 13080 Sound, Vibration Control
Mfr, model number, style, color, size, material and type of object
 - 13090 Radiation Protection
 - 13100 Lightning Protection
 - 13110 Cathodic Protection
 - 13120 Pre-Engineered Structures
Mfr, model number, style, color, size, material and type of object
 - 13150 Swimming Pools
 - 13160 Aquariums
Mfr, model number, style, color, size, material and type of object
 - 13165 Aquatic Park Facilities
 - 13170 Tubs and Pools
Mfr, model number, style, color, size, material and type of object
 - 13175 Ice Rinks
 - 13185 Kennels and Animal Shelters
 - 13190 Site-Constructed Incinerators
 - 13200 Storage Tanks
 - 13220 Filter Underdrains and Media
 - 13230 Digester Covers and Appurtenances
 - 13240 Oxygenation Systems
 - 13260 Sludge Conditioning Systems
 - 13280 Hazardous Material Remediation
 - 13400 Measurement and Control Instrumentation
 - 13500 Recording Instrumentation
 - 13550 Transportation Control Instrumentation
 - 13600 Solar and Wind Energy Equipment
Mfr, model number, style, color, size, material and type of object
 - 13700 Security Access and Surveillance
-

		Mfr, model number, style, color, size, material and type of object
13800	Building Automation and Control	Mfr, model number, style, color, size, material and type of object
13850	Detection and Alarm	Mfr, model number, style, color, size, material and type of object
13900	Fire Suppression	Mfr, model number, style, color, size, material and type of object
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Division 14	Conveying Systems	
14100	Dumbwaiters	
14200	Elevators	Mfr, model number, style, color, size, material and type of object
14300	Escalators and Moving Walks	
14400	Lifts	
14500	Material Handling	
14600	Hoists and Cables	
14700	Turntables	
14800	Scaffolding	
14900	Transportation	
		Back to Top of Page
Division 15	Mechanical	
15050	Basic Mechanical Materials and Methods	
15100	Building Service Piping	
15200	Process Piping	
15300	Fire Protection Piping	
	Plumbing Fixtures and Equipment	
15400		Mfr, model number, style, color, size, material, filters, control accessories and type of object
15500	Heat-Generation Equipment	Mfr, model number, style, size, material, filters and type of object
15600	Refrigeration Equipment	Mfr, model number, style, color, size, material, filters and type of object
	Heating, Ventilating, and Air Conditioning Equipment	
15700		Mfr, model number, style, size, material, filters, fire dampers and type of object
15800	Air Distribution	Mfr, model number, style, size, material, filters and type of object
15900	HVAC Instrumentation and Controls	Mfr, model number, style, color, size, material and type of object
15950	Testing, Adjusting, and Balancing	
		Back to Top of Page
Division 16	Electrical	
16050	Basic Electrical Materials and Methods	
16100	Wiring Methods	
16200	Electrical Power	

	Mfr, model number, style, size, material and type of object
16300	Transmission and Distribution Mfr, model number, style, size, material and type of object
16400	Low-Voltage Distribution Mfr, model number, style, size, material and type of object
16500	Lighting Mfr, model number, style, color, size, lamps, material and type of object
16700	Communications Mfr, model number, style, color, size, material and type of object
16800	Sound and Video Mfr, model number, style, color, size, material and type of object

EXHIBIT D.1
SUMMARY OF PERMITTING POLICY

SECTION I. DETAILED DESCRIPTION OF PERMITTING POLICY:

In an attempt to clarify the roles and responsibilities related to permitting processes, the following procedures and guidelines shall be followed:

A. General Assignment of Permitting Responsibilities:

- .1) The Owner's Representative will ensure that each project has received prior approval of the required local, state, and if necessary, federal agencies concerning permitting prior to providing a Notice to Proceed to a Contractor. The Design team shall assist the Owner's Representative with development of a Permitting Strategy early during the Pre-Design Phase that identifies required permits and their approval procedures, and an assignment of responsibility to obtain each specific permit.
- .2) The Design Consultant shall obtain those permits assigned to it and assist the Owner's Representative in receiving those assigned to the Owner.

B. Definition of Permitting requirements and impact on the Design / Construction schedule (Pre-Design Phase):

- .1) The Design Consultant shall review the Project's specific scope of work and identify all required Permitting Agencies and their specific processes that will be required to be accomplished prior to the start of construction.
- .2) The information developed in .1) shall be forwarded to the Owner's Representative's attention for its review and concurrence. A review meeting will be conducted between the Design Consultant and the Owner's Representative. Desired outcomes of this meeting should be:
 - a) To come to a mutual agreement that all required permitting agencies have been identified,
 - b) To ensure that all required permit processes have been identified,
 - c) To come to better understanding of each specific agencies' permit process and requirements,
 - d) Assign who is to obtain each specific permit.
- .3) After completion of the meeting contemplated in .2) above, the Design Consultant shall develop a detailed Project schedule that not only incorporates the specific Project design tasks and phases, but also incorporates key dates and review periods that must be accomplished to complete the permit process. This Project schedule shall be developed within ten (10) business days and shall be forwarded to the Owner's Representative for its review and concurrence.
- .4) The Owner's Representative will then report to the owner the required plan to obtain all permits and approval.

C. Permitting Strategy Development (Pre-Design Phase):

At the completion of these tasks set forth in B. above, and concurrent with any initial design phase task, the Design Consultant shall assist the Owner's Representative with development of a Permitting Strategy whose main objective is to:

- Identify required permits for each project and their processes for approval
- Assignment of roles and responsibilities toward obtaining each specific permit.

- Develop an agreed upon schedule for obtaining the permits
- Identify project constraints for each permit needed..

The above shall be accomplished by the setting, providing an agenda, and distribution of minutes for established meetings. There must be a minimum of three (3) meetings.

The invited participants shall include:

- Local regulatory agencies (it is doubtful that State or Federal Agencies would participate but they will be invited)
- Design Consultant and its required Sub-Consultants
- Owner's Representative
- Owner's Project User Group

As a minimum the participants shall review the following:

- Receive input from all participating regulatory agencies related to the specific Project,
- Encourage comments and ideas from all attending,
- Identify all constraints and impacts that each regulatory agency might have on each other,
- Develop a final permitting strategy.

D. Permit Application and Monitoring (Design Phase)

Design Consultant responsibilities:

- .1) During the Design Phase, the Design Consultant shall update the Owner's Representative related to all permitting issues. The Owner's Representative shall ensure that all permitting issues are being processed according to the approved project schedule and strategy.
- .2) To accomplish this, the Design Consultant shall provide an updated report indicating the status of permitting issues at the end of each Design Phase along with its other submittal requirements. The Owner's Representative shall review and approve this report prior to allowing the Design Consultant to proceed into the next phase.
- .3) The 80% Construction Document submittal package shall contain all design information required to be submitted for local, state, and federal required permit reviews. It is this package that is submitted to the required regulatory agencies to begin the permit review process, and it is the Design Consultant's and Owner's Representative's responsibility to ensure it is accomplished. Both the Design Consultant and the Owner's Representative shall take into account the necessary review time each specific regulatory agency requires when developing the schedule for this portion of the Project.
- .4) Only at the time that all regulatory agency comments from their permit reviews have been incorporated into the Construction Documents, re-submitted, and approved by those regulatory agencies can the Project design be considered to be complete and ready for the Bid and Award Phase. The Design Consultant shall provide the Owner's Representative with written notice stating that a permit review has been completed with all required regulatory agencies. Further, such notice shall state that the permits are either ready to be picked up by the Owner or applied for by the General Contractor.

- .5) Where possible (this should be confirmed during the Permitting Strategy Development), it is preferred that the permit be applied for and received by the Owner (or Owner's Representative acting on its behalf). If necessary the Owner's Representative then will issue this permit to the selected Contractor or hold it on behalf of the Owner.

Construction Manager (CM) / General Contractor's Responsibilities:

- .1) After receiving the Owner's approval to Issue a Notice of Award to the CM/General Contractor, it will be the CM/General Contractor's responsibility to submit a list of permits required with a schedule identifying the time necessary to acquire them. This will be submitted for review and approval by the Construction Owner's Representative.
- .2) Under any circumstance, a copy of all required permits, and if required, a NPDES monitoring plan must be submitted by the CM / General Contractor and approved by the Owner's Representative prior to issuing a Notice to Proceed to the Contractor.

E. Special Conditions and Exceptions to Procedures:

- .1) There will always be special conditions that may not fit within the above prescribed procedures and/or guidelines. If one occurs, it is the responsibility of the Owner's Representative to review the issue with the Owner immediately.
- .2) Only the Owner's Representative or Owner is authorized to direct the Design Consultants to seek exceptions to these procedures and /or guidelines.

EXHIBIT E

ADDITIONAL SERVICES

1. Fully detailed presentation renderings above those necessary to convey the design intent to CSD during the design phases.
2. Providing financial feasibility or other special studies.
3. Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or are due to causes beyond the control and without the fault of the Design Consultants.
4. Providing operating and maintenance manuals, training personnel for operation and maintenance and consultation during operations other than initial start-up.
5. Providing soils sampling, classification, and analysis; however, analysis of existing soils information during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered Additional Services.
6. Preparing to serve or serve as an expert witness for the Owner in connection with any public hearing, arbitration proceeding or legal proceeding; however, preparing to serve or serving as a fact witness for the Owner during the original construction period or rendering testimony necessary to secure governmental approval of zoning or land use clearances for the Project shall not constitute an Additional Service.
7. Providing services of graphics design (other than functional signage).
8. Providing professional services made necessary by the default of a contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
9. Providing surveying services such as platting, mapping, subdivision agreements or recording subdivision plats.
10. Providing materially extended services during construction made necessary by (a) defective work of the contractor; (b) prolongation of the Construction Contract time by more than 10%, provided the prolongation is not due to the fault or negligence of the Design Consultant, its employees, consultants or agents, and a default under the Construction Contract due to delinquency or insolvency; provided further that the Design Consultant sustains loss as a result.
11. Providing extensive assistance in the initial start-up and test operations of equipment or systems which is beyond the scope of that normally required to insure proper operation in accordance with the design and specifications.
12. Providing more than three (3) complete Substantial Completion (punch-list) and follow-up inspections attended by all disciplines to determine Final Completion, per Construction Contract.
13. Providing additional services and costs necessitated by out-of-town travel and approved by the Owner other than visits to the Project.
14. Providing correction period inspection and reporting after Final Completion and Acceptance by the Owner.

EXHIBIT F
TYPICAL INVOICE FORMAT

To be added by Design Consultant

EXHIBIT G
FEE SUMMARY, BY PHASE

-

10% Schematic Design \$ _____

20% Design Development \$ _____

40% Construction Documents \$ _____

5% Bid & Negotiation \$ _____

25% Construction Administration \$ _____

Fee Total \$ _____

EXHIBIT H
IMMIGRATION AND SECURITY AFFIDAVITS

[SEE AFFIDAVITS BELOW]
CITY SCHOOLS OF DECATUR

Contractor Security and Immigration Compliance Affidavit

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 the Board of Education of the City of Decatur has registered with and uses the federal work authorization program 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

Date of Contractor

Name of Project

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

Executed on the ____ day of _____, 2024 in _____ (city), Georgia.

Sworn to and Subscribed Before Me

This ____ day of 2024

Notary Public

My Commission Expires: _____

CITY SCHOOLS OF DECATUR**Subcontractor Security and Immigration Compliance Affidavit**

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 Perkins + Will Architects on behalf of the Board of Education of the City of

Decatur 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 of receipt of an affidavit from any sub-subcontractor that has contracted with the sub-subcontractor with a sub-subcontractor the subcontractor will forward, within five business days of receipt, a copy of such 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

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

Executed on the ____ day of _____, 2024 in _____, Georgia.

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

Sworn to and Subscribed Before Me

This ____ day of 2024 _____

Notary Public

My Commission Expires: _____

EXHIBIT I**Georgia DOE Mandatory Addendum to Architect Contract****Mandatory Addendum to the Owner/Architect Contract****For Projects Funded in Whole or in Part with State Capital Outlay Funds**

The Owner may use any form of agreement mutually agreed upon by the Owner and Architect to contract for the Architect's Services for any project funded in whole or in part with State Capital Outlay Funds provided by the Georgia Department of Education ("GaDOE"); provided, however, that this Mandatory Addendum must and shall be incorporated into the Owner and Architect's selected form of agreement on any such State Capital Outlay Funded project. In the event of a conflict or inconsistency between the terms and conditions of the selected form of agreement and this Mandatory Addendum, the terms and conditions of this Mandatory Addendum shall prevail and govern over conflicting or inconsistent terms and conditions of the selected form of agreement. This Mandatory Addendum shall not be modified without prior written consent of the GaDOE. THE GaDOE SHALL NOT RELEASE ANY STATE CAPITAL OUTLAY FUNDS FOR AN APPROVED CAPITAL OUTLAY PROJECT IF THIS MANDATORY ADDENDUM IS NOT MADE A PART OF THE OWNER/ARCHITECT CONTRACT.

1. For purposes of this Mandatory Addendum, notwithstanding terminology used in the Owner/Architect Contract, the following terms are defined to mean:
 - a. "Architect" shall be the architect, engineer, or architect/engineer, whether individually or as a firm or other legal entity, engaged to perform the Architect's Services.
 - b. "Architect's Services" shall be the scope of the Architect's services for the Project set forth in the Contract, including the services and requirements set forth in this Mandatory Addendum.
 - c. "Owner" shall be the Local Board of Education that is engaging the Architect to perform the Architect's Services for the Project.
 - d. "Contract" shall be the form of agreement between the Owner and the Architect, to which this Mandatory Addendum is attached and is a part and shall set forth the Architect's Services for the Project.
 - e. "Project" shall be the Project for which the Architect's Services are engaged and performed pursuant to the Contract.
 - f. "Program" shall be the Owner's policies, purposes, concepts, goals and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project.
 - g. "Stated Cost Limitation" shall be the maximum amount that the Owner is authorized to spend to construct the Project as determined and established by the Owner.
 - h. "Record Plans and Specifications" shall be the as-built plans and specifications including, but not limited to, actual location of utility lines, and any approved change orders.
2. The Architect agrees not to assign or transfer any interest or rights in the Contract to any person or entity without the advanced written consent of the Owner. The Architect agrees to utilize the design and management team represented to the Owner and agrees that no substitutions, additions, or deletions to this team shall occur without the advanced written consent of the Owner. The Owner agrees to provide a response to the Architect within 14 days of any such request by the Architect.
3. Prior to beginning the "Preliminary Plans and Specifications," the Architect shall first consult in detail with the Owner to determine and understand the Owner's Program. Within 10 days of such consultation, the Architect shall prepare and submit to the Owner a written report detailing and confirming the Architect's understanding of the Owner's Program. The Architect's report must include, but is not limited to, the identification of any design, construction, scheduling, budgetary, operational, or other issues, problems or impediments foreseen by the Architect concerning the Project, the Program, or both. The Architect's report should include proposed solutions or

recommendations, for the Owner's consideration, to resolve, eliminate, minimize, or mitigate any such issues, problems, or impediments. The Architect's report shall also include any applicable educational specifications and GaDOE requirements.

4. The Architect shall obtain written authorization from the Owner before proceeding with each next stage of Architect's Services, including the "Preliminary Plans and Specifications," the "Check Set Plans and Specifications," and the "Final Plans and Specifications," as defined in "Guidelines for Submission of Documents for Review of Planning, Bidding, and Construction of Educational Facilities" (as may be amended from time to time, always using the most recently published edition).
5. The Architect agrees to comply with all applicable federal, state, and local laws, codes, and ordinances in the design of the Project. The Architect also agrees to comply with all applicable GaDOE rules and guidelines and to make required submittals in a timely manner to GaDOE's Facility Services Unit. The Architect shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Program.
6. The Architect assumes full responsibility to the Owner for the acts and omissions of the Architect and the Architect's consultants, subconsultants and employees in connection with the Contract, the Project, and the Program.
7. The Architect agrees to design the Project within the Owner's budgetary limits and consistent with the Owner's Program for the construction of the Project which shall be referred to as the Stated Cost Limitation, as follows:

The Stated Cost Limitation for the Project shall be \$, which is composed of:

State Capital Outlay Funds in the amount of \$, and Required Local Funds in the amount of \$, and Additional Required Local Funds in the amount of \$.

8. The Architect shall provide reasonably reliable cost estimates to the Owner at the following design stages: (1) Preliminary Plans and Specifications stage, (2) 65% completion stage, and (3) Check Set Plans and Specifications stage (95% completion).
9. In the event the Architect's final project cost estimate (at Check Set Plans and Specifications stage) exceeds the Stated Cost Limitation for the Project, the Owner may require the Architect, at no additional cost to the Owner, to consult with the Owner and to revise the design so as to enable the Owner to obtain a final cost for the Project at or below the Stated Cost Limitation. The Architect acknowledges and agrees that the Stated Cost Limitation shall not be exceeded except as provided herein; provided, however, the Architect further acknowledges and agrees that budgetary limitations are never a justification for breach, disregard, or circumvention of sound principles of architectural and engineering design. Therefore, the Architect shall take no calculated risks in the design of the Project. The Architect agrees that, in the event that the Architect determines that the Project cannot be designed so as to be fully and finally constructed within the Stated Cost Limitation and in keeping with sound principles of design, the Architect will give written notice of such determination immediately, and in no event more than seven (7) days after the Architect makes such a determination, to the Owner and to the GaDOE Facilities Services Unit.

10. The Stated Cost Limitation may be amended by written mutual agreement signed by the Owner and the Architect at any time after the Contract between the Architect and Owner is executed. Prior to such amendment, the Architect shall provide the Owner with reliable and verifiable evidence through either internal-Architect estimates, third party estimates, materials supplier quotes, or other industry best management practices standards to establish that an increase in the Stated Cost Limitation is warranted and justifiable. The Owner reserves the right to request additional supporting documentation substantiating the need to increase the Stated Cost Limitation. The Owner reserves and has the right, in its sole discretion, to refuse to increase the Stated Cost Limitation.
11. All plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract by the Architect, or the Architect's consultants, subconsultants, or employees shall be the sole property of the Owner regardless of the stage in which the development of the design has progressed and shall be delivered to the Owner upon request. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract.
12. The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after execution by the Architect of the "Certificate of Final Completion" indicating final completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

Before the Owner executes the Contract, the Architect shall provide the Owner and the GaDOE Facility Services Unit with a valid Certificate of Insurance showing that the Architect is then insured with Professional Liability (Errors and Omissions) Insurance with limits not less than the following:

- a. For Projects with a Stated Cost Limitation of more than \$30,000,000:
 - i. For the Architect - \$3,000,000 per claim and \$4,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$2,000,000 per claim and \$3,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$2,000,000 in aggregate coverage.
- b. For Projects with a Stated Cost Limitation of \$20,000,000 up to \$30,000,000:
 - i. For the Architect - \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$2,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- c. For Projects with a Stated Cost Limitation of less than \$20,000,000:
 - i. For the Architect - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

For such period of time that Professional Liability insurance is required for the Project, as set forth above, the Architect shall provide the Owner with an updated or renewed Certificate of Insurance at least annually, or more frequently if requested by the Owner, showing the required coverage and limits of coverage remain in place.

13. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, at a minimum, inspect work at the Project site, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed by an architect or engineer licensed in the State of Georgia. The purpose of such inspections, among other things, shall be to determine the quality and quantity of the work in comparison with the requirements of the contract documents for the Project. In performing such inspections, the Architect shall advise the Owner of deficient or defective work; real or potential delays in the schedule or the work of the Project; and, requests for payment by the Contractor which could constitute overpayment for work not yet performed or completed. Within three (3) days of each site visit, the Architect shall submit a written report of such site visit which, in addition to the information required by the preceding sentence, shall include and convey any relevant information, comments or recommendations to the Owner.
14. The Architect shall provide Owner a set of "Record Plans and Specifications" within thirty (30) days after execution by the Architect of the "Certificate of Substantial Completion." Such "Record Plans and Specifications" shall include any authorized change orders, actual locations of all utility lines, and any other appropriate information. The drawings shall be presented in a Computer Aided Drafting (CAD) format or other format of the Owner's choice, and the specifications shall be presented in a word processing format of the Owner's choice.
15. The Contract executed between the Owner and the Architect, to which this Mandatory Addendum is a part, shall include a provision for the termination of the Architect's Services (or be deemed to include this Paragraph 15) giving the Owner the rights of (1) termination of the Architect's Services with cause and (2) termination of the Architect's Services without cause. In the event of termination, the Owner shall pay the Architect for the reasonable value of the Architect's Services performed by the Architect prior to the termination. Payment for the Architect's Services rendered prior to termination shall be based on statements properly submitted by the Architect to the Owner and supported by time sheets, invoices and such other supporting documentation that the Owner may reasonably require; provided, however, that in no event shall the total payment to the Architect exceed an amount equal to the percentage of completion of the Architect's Services for the Project at the time of termination.
16. The Architect shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of Education, 1670 Twin Towers East, 205 Jesse Hill Jr. Drive, SE, Atlanta, Georgia 30334. At the close of the Project, the Architect shall submit an "**Architectural Certification**" form, as provided by the GaDOE, to the Owner. Unless the Architect's services are terminated by the Owner before final completion of the Project, the completion and submittal of this form is required prior to the Owner's release of the final payment to the Architect.
17. All architectural plans and specifications shall bear the signature and seal of the Architect, which shall be licensed to practice in the State of Georgia. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, who shall be licensed to practice in the State of Georgia.

18. A fully executed copy of the Contract between the Owner and the Architect, including a completed copy of this Mandatory Addendum, must be filed with the GaDOE Facilities Services Unit.

OWNER

ARCHITECT

Chairperson, Local Board of Education

Firm:

Date: ____

Date: ____

Superintendent, City Schools of Decatur

Date: ____