#### DESIGN PROFESSIONAL CONTRACT

**TO BE USED FOR**

**DESIGN-BID-BUILD CONSTRUCTION PROJECTS**

**BETWEEN**

**OWNER:**

***BOARD OF REGENTS OF THE***

***UNIVERSITY SYSTEM OF GEORGIA***

**AND**

**DESIGN PROFESSIONAL:**

***LEGAL DP FIRM NAME***

**For the Use and Benefit of**

#### USING AGENCY:

***GEORGIA INSTITUTE OF TECHNOLOGY***

**PROJECT TITLE: *PROJECT DESCRIPTION***

**INCLUDES: Design Professional Form of Contract**

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**DESIGN PROFESSIONAL SERVICES CONTRACT(For Design-Bid-Build Project Delivery)**

**GT AiM Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Bid-Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Project Name/Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Design Professional Contract (hereinafter “Contract”) is made this \_\_\_\_\_\_\_ (day) of \_\_\_\_\_\_\_\_\_\_\_\_\_ (month), 20\_\_\_ (year) between the ***BOARD OF REGENTS OF THE UNIVERSITY SYSTEM*** ***OF GEORGIA***, with an address at ***270 Washington Street, Atlanta, Georgia 30334***, hereinafter “Owner,” for the use and benefit of ***Georgia Institute of Technology***, with an address at ***955 Fowler Street, NW, Atlanta, Georgia*** ***30332-0410***, hereinafter “Using Agency,” and **Legal DP Firm Name, Physical address – PO box not acceptable, Phone: Email:**  hereinafter “Design Professional.”

Design Professional’s SSN or Business FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Georgia State Registration Number of the Registered Professional sealing the Construction Documents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. AMOUNT OF GMP COST LIMITATION: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Numeric Value*)

2. OWNER’S AUTHORIZED AGENT: Jim James, Vice Chancellor for Facilities 3. NAME OF DESIGN PROFESSIONAL OF RECORD: *Insert DP of record – individual with registration number above*4. FEES.

1. Basic Design Services Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (amount includes reimbursables).

b. Basic Construction Contract Administration Services Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (amount includes reimbursables).

c. c. Additional Services Fees (at Contract execution): $ Add Svcs - Numeric - MUST equal to the total as listed on Ex A. If none, list $0.00. (See Exhibit A)d. Additional Services Hourly Rates: (See Exhibit B)

 e. Fee for design and administration of Change Orders that require design or redesign activities shall be as follows:

 Percentage-Numeric% for design and Percentage-Numeric% for Construction Contract Administration multiplied by the cost of the work of the change, unless the Owner and Design Professional agree that the fee is not commensurate with the services required, in which case payment shall be based on the hourly rates shown in Exhibit A plus reimbursable expenses as set forth in Article 4.1.3, or on agreed upon lump sum, PROVIDED that the Design Professional shall have given notice in writing prior to execution of the extra services due to the Change Order, and the Owner shall have consented in advance in writing.

 f. Any fees already paid for account of Design Professional services on this Project pursuant to any or all documents or Contracts (*identify documents or Contracts*) in the total paid amount of $ If none, list $0.00 shall be applied as a reduction to any fees that shall be due or that shall become due under this Contract.

5. SITE VISITS. The total number of Site Visits by the Design Professional and consultants during the Construction Contract Administration Phase included in the fee for Basic Services shall be       Site Visits and 2 Building Official visits. Design Professional represents to the Owner that the amount of Site Visits are adequate to perform all the obligations required of him by this Contract, including those services and inspections that are normally required of the Building Official. Additional Site Visits shall be performed in accordance with Exhibit A.

6. APPROVAL OF CONSTRUCTION DOCUMENTS. When the design is completed with all review comments incorporated, the Design Professional shall furnish two complete sets of Construction Documents including plans and specifications to the Owner and shall furnish one set each to the Using Agency and to the Program Manager (if any). The Design Professional must wait to receive the written approval of the Owner.

7. SCHEDULE. The Design Professional shall provide the services required by this Contract in conformance with the approved Preliminary Design and Construction Schedule. The Design Professional agrees to complete the Construction Documents [ ]  not later than Month Day, Year or [ ]  not later than       calendar days following execution of this Contract. Individual Milestones for completion of construction documents will be mutually agreed by the Owner and Design Professional.

8. REPRESENTATIONS. The Design Professional represents the following:

 a. It is an organization of professionals experienced in the type of services the Owner is engaging the Design Professional to perform;

 b. It is authorized and licensed to provide professional services in the State of Georgia;

 c. It is qualified, willing, and able to perform professional services for the Project;

 d. It has the expertise and ability to provide professional services that will meet the Owner's objectives and requirements; and

 e. It has the expertise to comply with the requirements of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project.

9. CERTIFICATES. By executing this Contract, the Design Professional agrees that it has reviewed the certificates required by the Design Professional Services Requirements and the Construction Documents, which it must execute with reference to this Project. The Owner and Design Professional agree that the required certifications do not require knowledge, services, or responsibilities that are beyond the scope of this Contract.

10. BUILDING OFFICIAL. The Owner and Design Professional acknowledge that there is no state building official other than for Life Safety, Elevator, Building Accessibility, and Fire Safety rules, regulations, and codes. For GSFIC Projects, the Design Professional is the Building Official for the Project. For Board of Regents Projects, the Design Professional, under the supervision of the Vice Chancellor for Facilities, acts as the Building Official for the Project. (*See* Paragraph 1.2.4.12)

11. PREDESIGN STUDY. The Design Professional shall not proceed with the performance of any professional services until he shall have received from the Owner a copy of the Predesign Study, including all revisions, or Program that has been received by the Office of Planning and Budget, State of Georgia, and determined to be sufficient.

12. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT REQUIREMENTS. Design Professional certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 *et. seq.*  Design Professional warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Design Professional further agrees that it will contract for the physical performance of services in satisfaction of this contract only with firms who present an affidavit as required by O.C.G.A. §13-10-91. Design Professional warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of services in satisfaction of this contract.

13. ENERGY EFFICIENCY AND SUSTAINABLE CONSTRUCTION ACT OF 2008. This Project [ ]  is [ ]  is not subject to the provisions of the Energy Efficiency and Sustainable Construction Act of 2008 (“Energy Act”). Projects subject to the Energy Act require commissioning, water-use reduction, and use of not less than 10% of Georgia products. Commissioning as required by the Energy Act shall be performed by [ ]  a third party commissioning agent [ ]  the Design Professional or [ ]  a commissioning agent to be retained by the Design Professional who shall commission the items listed on the Commissioning Checklist included in the Forms Section and complete the checklist included in the Forms Section. For information regarding the Energy Act requirements, Design Professional shall refer to the *Energy Efficiency and Sustainable Construction Standards for State Buildings* as promulgated by the Georgia Department of Community Affairs, a copy of which is available at <http://www.dca.ga.gov/development/constructioncodes/publications/Energy-Efficiency-and-Sustainable-Construction-Standards-FINAL.pdf>.

14. BOYCOTT OF ISRAEL. Design Professional certifies that it is not currently, nor will it engage in during the duration of this contract, a boycott of Israel as defined in the Official Code of Georgia (O.C.G.A. 50-5-85).

15. ENTIRE CONTRACT. The Design Professional Services Requirements and all Exhibits including the Georgia Tech Architecture and Engineering Design Standards for Building Technology – GT Yellow Book are incorporated into and made a part of this Contract by reference. This Contract represents the entire and integrated Contract between the Owner and the Design Professional and supersedes all prior negotiations, representations, or Contracts, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Design Professional.

[Signatures on the Next Page]

**IN WITNESS WHEREOF** the parties hereto, by their duly authorized representatives, have executed this Contract the day and year first written above.

**DESIGN PROFESSIONAL**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Legal DP Firm Name)

ATTEST:

 (L.S.) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (L.S.)

 , ,

(affix seal over secretary’s signature)

(If not a corporation, signature must be notarized)

**Approved: *GEORGIA INSTITUTE OF TECHNOLOGY* (A Unit of the University System Of Georgia)**

By:

 Chuck Rhode

 Vice President

 Facilities Management

Witness: N-A

 N-A

 Print Name/Title

**OWNER: Board of Regents of the University System of Georgia (Regents)**

By:

 Sharon Ferguson Pope

 Assistant Vice Chancellor

 For Design and Construction

Witness:

 Teresa Corso

 Director of Contracts & Service

**DESIGN PROFESSIONAL SERVICES**

DESIGN PROFESSIONAL CONTRACT FOR DBB CONSTRUCTION PROJECTS

THE **“*TABLE OF CONTENTS”*** AND **“*GENERAL REQUIREMENTS”*** ARE A PART OF THIS CONTRACT AND

ARE INCLUDED BY REFERENCE. COPIES ARE AVAILABLE ON THE BOARD OF REGENTS WEB PAGE

AT: <http://www.usg.edu/facilities/resources/contracts_and_agreements>

##### EXHIBITS

**BEGIN ON NEXT PAGE**

Exhibit A List and Description of Additional ServicesExhibit A-1 Schedule of Anticipated Meetings & Site Visits

Exhibit B Schedule of Hourly Rates

Exhibit C The Owner’s Predesign or ProgramExhibit D Preliminary Design and Construction ScheduleExhibit E Construction Contract General ConditionsExhibit F Site Memorandum

Exhibit G Summary of Project Deliverables

Exhibit H The Design Professional’s Key Personnel and Consultants

Exhibit I Owner’s Instructions to Design Professionals:

##### EXHIBIT A – LIST AND DESCRIPTION OF ADDITIONAL SERVICES

Additional Services shall be provided only upon prior written authorization by the Owner and shall be paid for by the Owner as provided in this Exhibit. The descriptions or scope of work of the Additional Services included in this Contract at Contract execution are to be included on this Exhibit . Additional Services added after Contract execution, if any, shall be added by Contract amendment.

***Note 1:*** *An Additional Service may include services in both the design and the Construction Contract Administration phases. Each blank should be filled with one of the following three choices: (i) “Included,” for a service included within the Basic Design Services Fee or Basic Construction Contract Administration Services Fee; (ii) a dollar amount for an agreed Additional Service not included in the Basic Design Services Fee or Basic Construction Contract Administration Services Fee; or (iii) “N/A” for a service not included in the Contract. Each dollar amount must be followed by an indication whether it is a fixed price lump sum (FP) or a guaranteed maximum price (GMP). Allowable reimbursable expenses for the selected Additional Services shall be included in the description of scope of work description. Reimbursable expenses are additional to a fixed price lump sum fee, but are included within a GMP.*

***Note 2:*** *In the event the actual construction of the Project is not commenced, no Additional Services related to Construction Contract Administration shall be incurred and a written amendment to this Contract should be put into place.*

**ADDITIONAL SERVICES.**

**DESIGN CONTRACT DESCRIPTION**

 **ADMINISTRATION**

            Description of Scope of Services

 Subtotals

 **Grand Total of all fixed price and guaranteed maximum price amounts for additional service fees selected at Contract execution**

**Unit Prices for Additional Site Visits : (*See also* Exhibit A-1):**

 Architect

 Civil Engineer

 Structural Engineer

 Mechanical Engineer

 Electrical Engineer

 Landscape Design Professional

 Building Official *(If different rate from the Architect listed above)*

 If any others, list consultant type

**EXHIBIT A - 1**

**SCHEDULE OF ANTICIPATED MEETINGS & SITE VISITS**

**(Included in Basic Services Fee)**

**Schedule A-1 (Part I)**: Anticipated Meetings with Owner/Using Agency to Develop and Review and Project Design

Meetings includes participation by architect, structural engineer, civil engineer, mechanical engineer, and electrical engineer and specialty consultants as needed)

*Schematic Design Phase*

 Meeting with Using Agency & City for Utility Service Coordination

 Design Charette with Using Agency

Conceptual Design Review Meeting with Using Agency

Schematic Presentation to Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Preliminary Design Phase*

 Preliminary Design Review Meeting with Using Agency

 Preliminary Design Presentation to Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Construction Document Phase*

 50% CD Review Meeting with Using Agency

 100% Document Review with Using Agency & Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Construction Contract Administration Phase*

 Bi-weekly OAC meetings with Using Agency

**Schedule A-1 (Part II)**: Anticipated Site Visits to perform Construction Contract Administration or Building Official Visits

 (Based upon a \_\_\_\_\_\_ month Construction Schedule)

*Standard Site Visits*

Architect \_\_\_\_ Site Visits

Structural Engineer \_\_\_\_ Site Visits

Civil Engineer \_\_\_\_ Site Visits

Mechanical Engineer \_\_\_\_ Site Visits

Electrical Engineer \_\_\_\_ Site Visits

Specialty consultants \_\_\_\_ Site Visits *(If any, list the consultant type)*

Commissioning Agent \_\_\_\_ Site Visits *(If CXA services provide by the DP)*

Building Official \_\_\_\_ Site Visits *(If not included in the Architect visits above)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Visits \_\_\_\_ Site Visits

**EXHIBIT B – SCHEDULE OF HOURLY RATES**

The hourly rates to be included in the invoices shall be as follows:

(Titles and rates as applicable to Design Professional)

Design Professional

1. Title – at a rate of $ .

Consultants

Consultant Firm Name

1. Title – at a rate of $ .

These hourly rates may be adjustable annually on the anniversary date of this Contract subject to the customary salary policies of the Design Team member firms and the approval of the Owner.

##### EXHIBIT C – THE OWNER’S PREDESIGN STUDY OR PROGRAM

**[**See Attached**]**

##### EXHIBIT D – PRELIMINARY DESIGN AND CONSTRUCTION SCHEDULE

**[**See Attached**]**

##### EXHIBIT E – CONSTRUCTION CONTRACT GENERAL CONDITIONS

***SELECT THE APPROPRIATE STATEMENT  REMOVE THIS REFERENCE PRIOR TO CONTRACT AWARD!***

***IF BOR Managed, include the following:  REMOVE this reference prior to contract award***

General Requirements for the Construction Contract can be found at the following URL. If you are unable to access this document, please contact the Director of Contracts & Services for the Board of Regents via email (Teresa.Corso@USG.edu).

URL: [http://www.usg.edu/ref/contracts/contracts/](http://www.usg.edu/ref/contracts/contracts/cm_contract_cmgc.pdf)

***IF GSFIC Managed, include the following:  REMOVE this reference prior to contract award!***

The Construction of this project will be managed by Georgia State Financing and Investment Commission – Construction Division. The appropriate Construction Contract and associated General Requirements can be found at the following URL. If you are unable to access this document, please contact the Contracts Manager for Georgia State Financing and Investment Commission via email (jlacks@gsfic.ga.gov).

URL:

[http://gsfic.georgia.gov/vgn/images/portal/cit\_1210/33/10/80435877(CMGC)%20GSFIC%20Construction%20Management%20Agreement.pdf](http://gsfic.georgia.gov/vgn/images/portal/cit_1210/33/10/80435877%28CMGC%29%20GSFIC%20Construction%20Management%20Agreement.pdf)

##### EXHIBIT F

**SITE MEMORANDUM**

***NOTE:*** *See also Reference 1, The Policy, for instructions and guidelines on completing the Site Memorandum.*

1. SITE INVESTIGATIONS.

(a) Plat of Boundary‑Line Survey. The Design Professional shall not undertake the preparation of plans and specifications until he has in its possession a plat of boundary‑line survey furnished to him by the Using Agency or the Owner. In the design of the work, the Design Professional must take into consideration all easements, rights‑of‑way covenants that run with the land, and any U. S. Government "controls" that are referred to on the plat of boundary-line survey.

THE DESIGN PROFESSIONAL WILL DESIGN NO WORK EXTENDING BEYOND THE BOUNDARIES SHOWN ON THE PLAT OF BOUNDARY-LINE SURVEY WITHOUT WRITTEN CONSENT OF THE OWNER IN ADVANCE.

(b) Plat of Survey of Site Conditions. The Design Professional shall obtain a complete and accurate survey of site conditions. Said survey must give the grades and lines of streets, pavements, and adjoining properties, contours of the Site, and full information as to sewer, water, gas, electrical service, telephone service, and any other utilities. The survey may include existing vegetation at the option of the Using Agency. The Design Professional must not rely upon as-built documents of existing structures for fulfillment of its contractual obligations to obtain the plat of survey of site conditions.

The plat of survey of site conditions shall be dated and must bear the signature, seal, and registration number of the person who made the survey. In addition, a certificate exactly in the following words must appear on the plat of survey of site conditions:

CERTIFICATE OF SURVEYOR

PLAT OF SURVEY OF SITE CONDITIONS

*I certify that this plat is correct, that it gives a true representation of the conditions of the property, that all building improvements and objects are shown to scale at actual locations on the property, and that it gives a complete delineation of the grades and the lines of streets, pavements, and adjoining properties, contours of the site, and full information as to sewer, water, gas, electrical service, telephone lines, and other utilities. I certify further that I have examined maps filed pursuant to Ga. Laws 1969, pp. 50, et. seq., as amended, and that all gas lines shown on the site or on adjoining property within one thousand feet outside the boundary of the site as of the date of my examination,* [insert date]*, are delineated on the aforesaid plat. I certify further that all electric power lines carrying in excess of 750 volts and located on the site or within 300 feet outside the boundary of the site as of the date of this certificate are delineated on the aforesaid plat.*

In the event that any grading or site work is proposed to be done by any party or agency other than the Contractor who will construct the Project, the work must have been completed prior to obtaining (1) the Plat of Survey of Building Site Conditions and (2) the report of subsurface investigations. This is because it is indispensable that the Bidding Documents show topography and all other site conditions in strict conformity to the physical state of the site and any existing work at the time bidders will submit their proposals.

(c) Report on Subsurface Conditions. A report on subsurface investigations shall be obtained for all sites unless the work is limited to remodeling of, or construction of betterments to, the interior of an existing structure. The Design Professional must coordinate the work of the structural engineer and the geotechnical engineer, as well as any testing laboratory pertaining to the scope of the investigations that these experts recommend in order to complete these documents. The geotechnical engineer should prepare the report on subsurface conditions. In general, the report should cover a test boring program, seismic exploration (if appropriate), a laboratory testing program, and electrical resistivity testing. After the initial results of the subsurface report (Stage One Statement) are complete, the structural engineer should complete the preliminary design of the foundations and subsurface structures. This design should be provided to the geotechnical engineer, who shall then conduct such additional subsurface investigations as the geotechnical engineer shall deem appropriate. Upon completion of the Stage One Statement, the structural engineer shall make such changes to the structural design as the structural engineer deems appropriate, subject to the approval of the Design Professional.

2. INCLUSION OF SUBSURFACE DATA IN BID PACKAGES. When the Design Professional is on notice regarding unsuitable fill or rock, the Design Professional should give immediate notice in writing to the Using Agency and Owner. The Design Professional should include as a separate line item in its Statement of Probable Construction Cost the cost to remove and replace the fill or rock, and should make provisions in the Contract for the Contractor to include in its Bid an amount to remove the estimated quantities. The unit prices established should be based upon the Design Professional’s experience in the area and verified by communicating with local contractors. The Design Professional should also compute, to the best of its professional abilities and judgment, the amount of unsuitable conditions probable to be found, and obtain from the geotechnical engineer the following opinion:

*Based upon an analysis of test borings made at the site in a reasonable number to permit the forming of a judgment and resolving doubtful signs of rock in favor of the assumption that all signs of rock represent actual conditions, it is (my) (our) opinion and best judgment that the following quantity of rock will be encountered:* [amount to be inserted by registered geotechnical engineer]*.*

The Design Professional must include language in the Supplementary General Conditions putting the bidder on notice of the existence of such unsuitable conditions. The following is sample language that should normally be used when the Design Professional has knowledge of unsuitable subsurface conditions:

*UNSUITABLE FILL*

*Bidders are to include in the Bid the cost of excavating \_\_\_\_\_\_ cubic yards of unsuitable fill material. Payment will be made for all unsuitable fill material in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event that it is necessary to excavate less than \_\_\_\_\_\_ cubic yards of unsuitable fill material, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the excavation, haul off, and disposal of all unsuitable fill material. The Design Professional shall be responsible for calculating the amount of all unsuitable fill material removed. Measurement of unsuitable fill material shall be calculated on the basis of in-place compacted fill material and not expanded hauled fill material.*

*Bidders are to include in the Bid the cost of importing \_\_\_\_\_ cubic yards of additional fill material to the site. Payment will be made for all fill material in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event it is necessary to haul in less than \_\_\_\_\_\_ cubic yards of fill material, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the haul in, placement, and compaction of fill material in accordance with the project specifications for fill material. The Design Professional shall be responsible for calculating the amount of all fill material brought to the site. Measurement of cubic yards of fill material or excavation shall be calculated using compacted in-place fill material and not expanded hauled fill material.*

The following is sample language for rock:

*ROCK*

*Bidders are to include in the Bid the cost of excavating \_\_\_\_\_\_ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock. Payment will be made for all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event it is necessary to excavate less than \_\_\_\_\_\_ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the excavation, haul off, and disposal of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, as indicated in the Contract Documents, and replacement with earth as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications and compacted as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications. The Design Professional shall be responsible for calculating the amount of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock removed. Measurement of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock shall be calculated on the basis of in-place compacted material and not expanded hauled material. The Contractor agrees to be bound by the Design Professional’s determination of the quantity of all rock removed****.***

3. STAGE ONE AND STAGE TWO STATEMENTS.

(a) Stage One Statement of Geotechnical Engineer:

*I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site and, based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) surveys, and (iv) electrical resistivity tests made as I deemed necessary in my professional judgment to be suitable or advisable to the end that all subsurface conditions that might necessitate redesign or Change Orders during construction if not taken into consideration in the design of the work or provided for in the Bidding Documents, I find that:*

*(1) The following quantity of rock will be encountered: ;*

*(2) Unsuitable soil conditions for foundations will (not) be encountered;*

*(3) Springs or ground water will (not) be encountered;*

*(4) Fill areas will (not) be encountered and additional fill material will (not) be required;*

*(5) Deep foundations may (not) be necessary and the type of foundation recommended is ;*

*(6) That there is (not) suitable material elsewhere on the site to be cut and filled to remedy unsuitable subsurface conditions; and*

*(7) There are other unsatisfactory site conditions as follows:* [None or list]*.*

(b) Stage Two Statement of Geotechnical Engineer: After the foundation design, including the fixed locations of trenches, ditches, caissons, etc, has been completed and provided to the geotechnical engineer, the geotechnical engineer should complete such further tests and analysis and reporting as he deems necessary and shall furnish the following statement:

*I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site, and have been furnished with the architectural and engineering site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, a plumbing site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, an electrical site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, and a transmittal letter dated \_\_\_\_\_\_\_\_\_\_\_\_ informing me that the aforesaid plans (a) encompass and (b) delineate the final fixed locations of all areas in which (1) trenches, (2) ditches, (3) excavations, (4) foundations, (5) elevator shafts, and (6) water wells and drainage structures will be dug, excavated, or drilled to receive new utilities or new work for the project. I hereby confirm that I have made such further subsurface analyses as are necessary in my professional judgment and have supplemented and revised my Stage One certification based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) geotechnical surveys, (iv) electrical resistivity imaging, profiling, and sounding, (v) ground penetrating radar, (vi) seismic refraction and reflection testing, etc., made as I deemed necessary in my professional judgment to be suitable or advisable. I find that all subsurface conditions have been investigated that might necessitate redesign or change order during construction (a) if not taken into consideration in the original design of the work and (b) if not provided for in the original bidding documents.*

4. SITE MEMORANDUM. The Site Memorandum of the Design Professional should include the information developed above in a single document reporting the following:

(a) The Plat of Survey of Building Site Conditions and surveyor’s certifications;

(b) The Report of Subsurface Conditions;

(c) The Stage One and Stage Two Statements and certifications of the Geotechnical Engineer

(d) The applicable Supplementary General Conditions, including unit prices and estimated quantities;

(e) A current Statement of Probable Construction Cost; and

(f) The following certification:

*I hereby certify, to the best of my professional skill, knowledge, information, and belief that the above plats, reports, Statements and certifications of consulting professionals are accurate, and that the unit prices and estimated quantities are my present opinion as to the costs probable to be incurred in the construction of the project pursuant to the design, drawings and specifications.*

Design Professional Signature and Seal

**SUMMARY OF DESIGN PHASE DELIVERABLES.**

* A Preliminary Design and Construction Schedule, including major milestones (prepared jointly with the Owner and attached as Exhibit D) (Paragraph 1.1.1.4);
* Notice of changes to key personnel and consultants (Paragraphs 1.1.2.4.2 and 1.1.2.6.4);
* Proposed consultants (Paragraph 1.1.2.7);
* Insurance certificates(Subparagraph 1.1.5.1.3);
* Supplementary General Conditions based on specimens provided by the Owner certificate(Subparagraph 1.1.6.2.11);
* Notice of Change in Business Form, including tax identification number, if appropriate (Paragraph 1.1.2.5);
* Non-approval of appropriate authorities (Paragraph 1.2.4.3);
* The Stage One and Stage Two Statement set forth in the Site Memorandum (Paragraph 1.2.4.11);
* Request for records falling under Georgia Open Records Act (Paragraph 1.2.5.2);

Impracticalities or inconsistencies in “The Process Guide

* Meetings Minutes (Paragraph 2.1.1.2);
* Notice(s) that the Probable Construction Cost of Project will potentially exceed the Stated Cost Limitation (to Owner and to the Using Agency) (Subparagraph 2.1.1.4.3);
* Twenty-five sets of completed Contract Documents (working drawings and Project Manual) and one set of reproducible background floor and reflected ceiling plan drawings including electronic copies (to the Contractor (Paragraph 2.1.2.8);
* Site related problems (Paragraph 2.1.3.1);
* Notice of the amount of money required to budget for the purpose of complying with the Site Memorandum and a current Budget Certificate (as a part of the next submittal) (Paragraph 2.1.3.3);
* A final sealed Site Plan to accomplish land disturbance and storm water management permitting (Paragraph 2.1.3.4);
* Additional information needed (Paragraph 2.1.3.5);
* Concept Design Studies and Statements of Probable Construction Cost (Paragraph 2.1.4.1);
* Schematic Design Documents (drawings and outline specifications) (Paragraph 2.1.4.2);
* A Basis of Design Document (Site Analysis, confirmation of the schedule, and a Schematic Design Statement of Probable Construction Cost) (Paragraph 2.1.4.2);
* A Site Analysis (in conjunction with the Site Memorandum) (Paragraph 2.1.4.3);
* An initial Statement of Probable Construction Cost (Paragraph 2.1.4.4, and Exhibit F);
* Schematic Design Documents presentation and approval, including an updated schedule (Paragraph 2.1.4.5);
* Design Development Documents (drawings and outline specifications) (Paragraph 2.1.5.1);
* Perspective illustrations, physical models, & 3-D computer models (as Additional Services, if required) (Paragraph 2.1.5.1);
* Design Development Documents presentation and approval, including an updated schedule and updated Statement of Probable Construction Cost (Paragraph 2.1.5.4);
* Changes between the Predesign Study (or Program) and the Construction Documents (Paragraph 2.1.6.4(c));
* An updated Design and Construction Schedule (Paragraph 2.1.5.4);
* Construction Documents (plot plan, working drawings, specifications, bidding information, General Conditions, and Supplementary General Conditions) (Paragraph 2.1.6.1);
* Construction Documents presentation and approval, including an updated schedule and a Final Statement of Probable Construction Cost (Subparagraph 2.1.1.4.1 and Paragraph 2.1.6.9);
* A list of proposed deductive alternates (Subparagraph 2.1.7.2.1);
* Two sets of Construction Documents to the Owner and one set to the Using Agency for written approval (Design Professional Services Contract, page 2, item 6);
* Bid Documents for approval (Paragraph 2.1.7.3);
* If requested, recommended daily amounts for liquidated damages and for compensation to the Contractor for time-dependent costs associated with approved extensions of time (Paragraphs 2.1.2.8 and 2.1.8.1);
* A list of prospective bidders (Paragraph 2.1.8.2);
* An attendance roster of firms attending any mandatory pre-bid conference (Paragraph 2.1.8.2);
* A list of the plan holders of record as of the date set for receiving bids (Paragraph 2.1.8.2);
* Qualifications for qualifying prospective bidders (as Additional Service, if requested) (Paragraph 2.1.8.2);
* Evaluations of prospective bidders responding through a competitive qualifications process (Paragraph 2.1.8.2);
* Addenda to the Bidding Documents for time extensions (Subparagraph 2.1.8.4.2);
* A certification as to the correctness of the bid tabulation (Paragraph 2.1.8.5); and
* Other deliverables required as a result of an amendment to this Contract.

**SUMMARY OF CONSTRUCTION CONTRACT ADMINISTRATION DELIVERABLES.**

* A schedule of anticipated Site Visits, for each design discipline (Paragraph 2.2.1.3);
* Written notices as set forth in The Process Guide Consultants observations and evaluations (Paragraph 2.2.3.1);
* Monthly written reports on progress and condition of the Work (Paragraph 2.2.3.1);
* Construction Progress Meeting Minutes (Paragraph 2.2.3.2);
* Upon the Owner’s request, copies of consultant contracts (Paragraph 2.2.3.3);
* Supplemental Drawings, as required (Paragraph 2.2.5.2); Changes in the Construction Contract approved by Owner (Paragraph 2.2.5.2);
* Advance notice(s) of Site Visits not on the schedule (Paragraph 2.2.6.1);
* Notices of deficiencies and Non-Compliant Work, including stop work orders ( Paragraph 2.2.6.1);
* Deviations from the Contract Documents and Overall Project Schedule (Paragraph 2.2.6.2);
* Certification of the Contractor's Applications and Certificates for Payment (Paragraph 2.2.7.1);
* Advice on Construction Progress with each Contractor’s Application for Payment (Paragraph 2.2.7.4, and Exhibit I);
* Approval of scope changes on submittals (Paragraph 2.2.8.4);
* Change Orders to the Construction Contract (Paragraphs 2.2.9.1 and 2.2.9.3);
* Advice on Construction Progress with Change Orders for extension of Time (Paragraph 2.2.9.5);
* Certificate of Material Completion, including the Final Punch List (Paragraph 2.2.10.1; Exhibit J);
* Certificate of Final Completion (Paragraph 2.2.10.3; Exhibit K);
* Record Drawings reflecting all changes caused by addenda, field changes, Change Orders, or observed changes by the Design Professional, the Contractor, or the subcontractor(s) (Paragraph 2.2.11.1);
* Project equipment and systems operation and maintenance manuals (Paragraph 2.2.11.2);
* Certificate on Final Certification for Capital Asset Accounting (Paragraph 2.2.11.3, and Exhibit L);
* Annual adjustment of Additional Services (Paragraph 4.1.2.2);
* Billings for advertisements for bids (Paragraph 4.1.3.3);
* Monthly invoices for Basic Services, Additional Services (lump sum and hourly), and Reimbursable Services, supported by substantiating back-up documentation, as required (Article 4.1.4);

Other deliverables required as a result of any amendment to this Contract.

## EXHIBIT H

**DESIGN PROFESSIONAL’S KEY PERSONNEL AND CONSULTANTS**

Design Professional’s Key Personnel and Role Descriptions

Position Person Office Location

Principal-In-Charge TBD TBD

Project Director TBD TBD

Project Designer TBD TBD

Project Planner TBD TBD

Lead Programmer TBD TBD

Planner/Programmer TBD TBD

Other: \_\_\_\_\_\_\_\_\_\_\_ TBD TBD

Design Professional’s Consultants and Role Descriptions

TBD Associate Architect

TBD Interior Design

TBD Civil Engineering

TBD Landscape Design

TBD Mechanical

TBD Electrical

TBD Plumbing

TBD Structural

TBD Food Service

TBD Elevator/Pneumatic Tube

TBD Telecommunications

TBD Medical Equipment Planning

TBD Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit I**

**OWNER’S INSTRUCTIONS AND GUIDELINES FOR DESIGN PROFESSIONALS:**

**Regents Building Projects Procedures Manual**

A copy of the Board of Regents Building Projects Procedures Manual is available on-line at:

<http://www.usg.edu/ref/capital/bppmanual/>

If the Project is assigned to GSFIC for management of the Construction Phase, the Design Professional shall be required to follow the provisions of the GSFIC Process Guide, available on-line at

<http://gsfic.georgia.gov/publications-0>

**SUPPLEMENTARY SERVICES REQUIREMENTS**

None at time of contract execution.