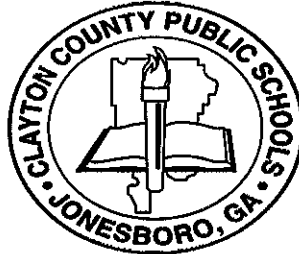


REQUEST FOR QUALIFICATIONS

RFQu NO. 001-19

PROFESSIONAL DESIGN SERVICES



CLAYTON COUNTY PUBLIC SCHOOLS

DR. MORCEASE J. BEASLEY
Superintendent of Schools

A handwritten signature in dark ink, appearing to read "DBrewer", is written over a horizontal line.

Debra B. Brewer, Esq., CPPO
Director

Department of Purchasing
218 Stockbridge Road, Jonesboro, Georgia, 30236

Response Submission Deadline:
August 20, 2018
3:00 p.m. Eastern Standard Time (EST)

SCHEDULE OF EVENTS

EVENT	DATE OR DEADLINE Eastern Standard Time (EST)
RFQu Release	July 16, 2018
A Mandatory Pre-Qualification Conference	July 30, 2018 @ 10:00 a.m. Clayton County Public Schools Purchasing Department 218 Stockbridge Road Jonesboro, GA 30236
Deadline for Submission of Questions	August 6, 2018 @ 3:00 p.m. Submit questions to: purchasing@clayton.k12.ga.us
Answers Posted to Website by Addendum	August 13, 2018 @ 3:00 p.m.
RFQu Submission Deadline	August 20, 2018 3:00 p.m.
Oral Presentations/ Demonstrations, if necessary	September 5 - 11, 2018
Procurement Representative	Jenel McMillian

RESPONSE SUBMISSION FORM

This form must be completed in its entirety and signed by the authorized representative or official submitting the response. This form must be returned with each response. Failure to do so will render a response non-responsive.

Company Name:	
Mailing Address: (Street, City, State, Zip Code)	
Email Address:	
Phone Number:	
Fax Number:	
Social Security or Tax ID#:	
Name of Authorized Representative:(printed or typed only)	
Title of Authorized Representative:	
Signature of Authorized Representative:	
Date of Signature:	

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RFQu 001-19

Professional Design Services

A. INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **Services Required:** This Request for Qualifications ("RFQu") is to qualify Proponent/firms to provide Professional Design Services for Clayton County Public Schools ("CCPS" or "District"). Proponents qualified through this process will provide services to the District on as needed basis.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the CCPS Purchasing Policies and Procedures. By submitting responses in reference to this solicitation, a Proponent acknowledges familiarity with CCPS Purchasing Policy and Procedures and all laws applicable to this solicitation, which policies, procedures and laws are incorporated into this RFQu by reference.
3. **Minimum Qualification:** Each Proponent shall have the minimum qualifications set forth in the RFQu.
4. **Criminal Background Check:** By submitting a response in reference to this solicitation, the Proponent acknowledges that a satisfactory criminal background check and history may be required for anyone coming into direct or indirect contact with CCPS students at no cost to CCPS.
5. **Certificate of Authority to Transact Business in Georgia:** Each Proponent must submit with its response documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. This requirement also applies to Joint Venture (JV) Team Members, Sub-Contractors and Sub-Sub-Contractors.
6. **Business License:** The Proponent is requested to submit a copy of its current, valid business license with its submittal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid county or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
7. **Professional License:** The Proponent must attach a copy of any professional license required by this RFQu with its submittal. All required licenses must be

maintained for the duration of any contract award period.

8. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All services, labor, materials and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
9. **No Offer by CCPS and Firm Offer by Proponent:** This solicitation does not constitute an offer by CCPS to enter into an agreement and cannot be accepted by any Proponent to form an Agreement. This solicitation is only an invitation for offers from interested Respondents and no offer shall bind CCPS. A Respondent's offer is a firm offer and may not be withdrawn except as provided in this RFQU, CCPS Purchasing Policies and Procedures and other applicable law.
10. **Georgia Open Records Act:** Information provided to CCPS is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
11. **Illegal Immigration Reform and Enforcement Act:** This RFQU is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its submittal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Response at the time of submission. Under State Law, the CCPS cannot consider any Response which does not include the completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Respondents intending to do business with CCPS are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on CCPS solicitations and their participation in those

solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

- 12. Sub-Contractors and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Sub-contractor or equipment manufacturers listed in the response and may be required to submit other material information relative to proposed Sub-contractor. County reserves the right to disapprove any proposed Sub-contractor whose technical or financial ability, or resources, or experience are deemed inadequate.
- 13. Minority, Female Business and Local Enterprises:** It is the intent of CCPS that Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and Local and Small Business Enterprises (L/SBE) have an equal opportunity to participate in CCPS procurement opportunities. Respondents are encouraged to use said vendors whenever possible in the execution of any contract.
- 14. Reasonable Accommodation:** CCPS will provide reasonable accommodations for Proponents with a disability. Proponents should request reasonable accommodations by contacting the Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30236, or by email with the RFQu name and number in the subject line to purchasing@clayton.k12.ga.us. If accommodations at the pre-qualification conference are needed, please notify the Purchasing Department by email not later than forty-eight (48) hours in advance.
- 15. Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFQu contained in Appendix B, General Terms and Conditions, and Required Form Submittals.
 - 15.1 CCPS reserves the right to issue solicitations for specific projects that are independent of this RFQu. Except as stated in this RFQu, successful Proponents under this RFQu are not precluded from responding to such solicitations.
 - 15.2 All interests of CCPS employees, officers or elected officials in Proponent's firm should be listed and disclosed with Proponent's response to this RFQu.

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B. SUBMISSION OF RESPONSE

1. **Ownership of Responses:** Each Response submitted to CCPS shall become the property of CCPS, without compensation to a Proponent, for use by CCPS, at its discretion. CCPS shall not be liable for any response preparation costs incurred by Proponents, or for any subsequent work on the response or additional documentation required by CCPS.
2. **Duration:** Responses submitted in to this RFQu must be valid for a period of ninety (90) calendar days from the Response Submission Deadline and must be marked as such.
3. **Submission Deadline:** Responses to this RFQu will be received by the CCPS Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia, 30236 until 3:00 P.M., Eastern Standard Time (EST) on **Monday, August 20, 2018**.
 - 3.1 Responses must be clearly labeled with the name of the project (RFQu No. 001-19, Professional Design Services), and the name and address of the Respondent.
 - 3.2 Responses should be addressed to: Director, CCPS Purchasing Department, 218 Stockbridge Road, Jonesboro, GA 30236.
 - 3.3 Each Proponent is required to submit one (1) stamped "Original" and five (5) "Duplicate Copy" of its response, along with one copy in Adobe Portable Document format ("pdf") on a USB flash drive. CCPS assumes no liability for the differences in the information contained in the Proponent's printed response and that contained on the flash drive or device. In the event of any discrepancy, CCPS will rely upon the information in the printed response.
4. **Late Responses:** Late Responses received will not be considered. Time will be determined using the Purchasing Department clock. Responses delivered to other locations within CCPS will not be considered. CCPS is not responsible for misdirected mail or items delivered late by carriers.
5. **Mandatory Pre-Qualification Conference:** A Mandatory Pre-Qualification Conference has been scheduled for **Monday, July 30, 2018**, at 10:00 a.m., EST at CCPS, Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30236. During the Pre-Qualification Conference, the general requirements of the project will be discussed. Any questions raised by potential Respondents will be discussed. Verbal answers to questions during the Pre-Qualification Conference will not be authoritative. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

- 5.1** During the Pre-Qualification Conference, the general requirements of the project will be discussed. Any questions raised by potential Proponents will be discussed. Verbal answers to questions during the Pre-Qualification Conference will not be authoritative. Each Proponents must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the required services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.
- 5.2** Virtual attendance or conference call participation may be arranged upon request by email to purchasing@clayton.k12.ga.us not later than forty-eight (48) hours in advance.
- 6. Solicitation Questions:** Any questions regarding this RFQu should be submitted on or before **Monday, August 6, 2018** at 3:00 p.m., EST. All questions must be submitted in writing to Director, CCPS Purchasing Department, 218 Stockbridge Road, Jonesboro, Georgia 30236, or by email with the RFQu name and number in the subject line to purchasing@clayton.k12.ga.us. Questions received after the designated period may not be considered. Verbal responses are not authoritative. Answers to questions will be made by addendum posted to the CCPS website not later than 3:00 p.m., EST on **Monday, August 13, 2018**. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this solicitation by monitoring the CCPS website at <http://www.clayton.k12.ga.us/cms/One.aspx?portalId=54515&pageId=95198>.
- 7. Prohibited Contacts:** All Proponents and representatives of Proponents are strictly prohibited from contacting CCPS employees, CCPS Officials, Elected Officials or any third party representatives of CCPS on any matter having to do with this RFQu. All communications by any Proponent concerning this RFQu must be made in writing to the CCPS Purchasing Department.
- 8. Oral Presentations/Demonstrations:** Responsive Proponents may be required to make an oral presentation of their proposed solution to a CCPS Evaluation Committee. Technically competent representatives from the Respondent's team with the ability to respond to questions posed by CCPS Construction staff, must be active participants in the oral presentation. If required, oral presentations will be held during the week of **September 5 - 11, 2018**. CCPS will notify responsive Proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

9. Examination of Response Documents:

- 9.1** Each Proponent is responsible for examining with appropriate care the complete RFQu and all Addenda and for informing itself with respect to all conditions.
- 9.2** Each Proponent shall promptly notify CCPS in writing should the Proponent find discrepancies, errors, ambiguities or omissions in their Response Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFQu. Replies to such notices may be made in the form of an addendum to the RFQu, which will be posted to the CCPS website.
- 9.3** CCPS may in accordance with applicable law, by Addendum, modify any provision or part of the RFQu at any time prior to the Response due date and time.
- 9.4** Each Proponent must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- 9.5** CCPS may waive any technicalities and formalities. CCPS reserves the right to cancel the RFQu in its entirety.

10. Bonding and Insurance Requirements: The Bonding and Insurance requirements for any Agreement that may be awarded pursuant to this RFQu are set forth in Appendix B, General Terms and Conditions. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a response in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.

11. Protests: Protests dealing with specifications or the solicitation shall be filed not later than three (3) working days prior to the response due date. Other protests shall be filed not later than three (3) working days after the response due date, or if the protest is based on subsequent actions of CCPS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. All Protests should specify exactly what is being protested. Protests are considered filed when received by the Director of Purchasing. Protests which are not filed in a timely manner, as set forth above, will not be considered. Proponent agrees to pay for CCPS reasonable attorney's fees and expenses of litigation for any protest arising out of this solicitation in which CCPS is a prevailing party. Only those who participated in the solicitation are eligible to protest.

RFQu 001-19

PROFESSIONAL DESIGN SERVICES

GENERAL INFORMATION

1. INTRODUCTION

Clayton County Public Schools ("CCPS") is soliciting responses from experienced, qualified individuals or firms ("Proponent" or "Firm") to provide professional design services for Clayton County Public Schools. A detailed Scope of Services ("SOS") is set forth in this RFQu.

2. BACKGROUND

CCPS is committed to high performance. CCPS is fully accredited through AdvanceED-Southern Association of Colleges and Schools Council on Accreditation and School Improvement. CCPS is a diverse K-12 system located in metropolitan Atlanta, Georgia, with approximately 68 facilities including elementary schools, middle schools, high schools, centers, stadiums and administrative offices. CCPS is the fifth largest school system in the State of Georgia and is ranked amongst the 100 largest school districts in the U.S. Student enrollment is approximately 55,000.

3. OBJECTIVE

CCPS desires to effectively establish an adequate supply of qualified Proponents to provide Professional Design Services to meet the needs of our district. Only pre-qualified Professional Design Firms will be engaged to provide professional design services on selected projects (the "Owner's Projects"). Most CCPS facilities were constructed in the 1950's and 1960's. Almost all facilities have had some form of renovation, repair or addition. The District anticipates projects for new schools, additions to existing schools and renovation and modernization projects, that are identified in the District's Construction Plan with funding for said projects derived primarily from a \$285 million SPLOST (Special Purpose Local Option Sale Tax).

4. INTENT TO AWARD

CCPS intends to qualify multiple contractors; however, CCPS reserves the right to qualify one (1) contractor or no contractor for RFQu No: 001-19 Professional Design Services.

5. TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt of Notice to Proceed.

The initial term of the Agreement and any renewal terms are collectively referred to as the "Term". The initial term of this Agreement shall be for one (1) year, and may be automatically renewed for four (4) successive one (1) year terms upon the same terms and conditions. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the CCPS on December 31st of the year in which it was executed and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 20-2-506 (b), as amended, unless terminated earlier in accordance with the termination provisions of this agreement.

This contract shall not be deemed to create a debt of CCPS for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

6. SCOPE OF SERVICES

Proponents must comply with all Federal, State of Georgia and local regulations and laws applicable to Professional Design Services. Proponents must provide all services as requested in this RFQu in accordance with Exhibit 1, Scope of Services and Specifications and Exhibit 2, Attestation Form, attached hereto and incorporated herein by reference.

7. MINIMUM REQUIREMENTS

- 7.1 Qualified individuals or firms must have business licenses authorizing them to conduct business in Clayton County and the various municipalities in Clayton County to practice architecture in the State of Georgia.
- 7.2 All assigned Architects and Interior Designers must be certified by the Georgia Board of Architects and Interior Designers.

8. EVALUATION PROCESS

- 8.1 CCPS desires to select the Proponent(s) whose response(s) are determined to be the most advantageous considering the technical evaluation criteria listed below. All Responses will be evaluated in accordance with CCPS Policies and Procedures, and the criteria specified in this RFQu. An Evaluation Committee will evaluate the Responses using the following:

Relative Weight	ITEM FOR EVALUATION	Maximum Points
5%	Executive Summary	5
20%	Experience and Qualifications of Firm and Personnel	20
30%	Methodology and Approach	30
25%	Experience and Performance on Other Projects	25
20%	Organizational Qualifications and Financial Capability	20
100%	TOTAL SCORE	100

<p style="text-align: center;">Oral Presentations and Interviews</p> <p>Oral presentations and interviews may be required before the final selection and award. Additional points for oral presentations and interviews will be added to the Respondent's total score.</p>	<p style="text-align: center;">Scoring Value Maximum Points 10</p>
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9. RESPONSE PREPARATION AND GUIDELINES

9.1 RESPONSE FORMAT

Proponents are required to submit the responses in the following format:

9.1.1 **Technical Response.** The technical response shall include responses to all of the information requested in the RFQu and shall be tabbed to identify the specific components. The Proponent should include all strategies, solutions and services proposed in response to the requirements of the RFQu. All forms required by CCPS or provided by the Proponent should be included; and

9.1.2 **Attestation Form.** The Attestation Form affixed hereto as Exhibit 2, must be completed in its entirety and returned with the Proponent's

submittal. The Attestation Form will become a part of any contract resulting from this RFQu. CCPS may solicit Best and Final Offers, and discussions may be conducted with responsible Proponents who submit responses determined reasonably susceptible to being selected for award.

Please do not include exceptions to the RFQu along with the Attestation Form.

9.2 CONTENTS OF TECHNICAL RESPONSE

The Response shall include a reply to all of the information requested in this RFQu. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. CCPS prefers a well-planned, straightforward business presentation with brief explanations. Responses with verbose or disorganized responses will be judged accordingly. The Response format described herein may not fully capture the particulars of all the information requested by the RFQu. Should there be any doubt as to where to place any information, use best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Response. The Technical Response shall be tabbed and organized as follows, with a suggested total page limit of one-hundred (100) (excluding the Required Form Submittals).

9.2.1 Letter of Transmittal. Letter transmitting the Response, identifying the team members and providing a designated point of contact, including name, title, address, email address, telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by CCPS concerning this solicitation. The letter should include a narrative statement of the Proponent's approach to providing the Goods and Services solicited in this RFQu.

9.2.2 Executive Summary. The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

9.2.2.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Respondent. The Proponent must provide the domicile where each entity

comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

9.2.2.2 A declarative statement as to whether;

9.2.2.2.1 Proponent or any member of the Proponent's team has an open dispute with CCPS or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

9.2.2.2.2 Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

9.2.2.2.3 Proponent has failed to complete work or a contract awarded to Proponents. If so, please provide an explanation;

9.2.2.2.4 Proponent or any of the Proponent's personnel, agents, independent Proponents or Sub-Proponents have been convicted of, or pled guilty or nolo contender to any felony. If so, please provide an explanation and details.

9.2.2.2.5 Provide a summary of the other sections of the Response. All sections should fit together into a well-organized highlight of the significant points of the Response.

9.2.3 Experience and Qualifications of Firm and Personnel. Describe the experience and qualifications of the Proponent's Firm. Information must include, but not limited to, the following:

- 9.2.3.1 Provide a description of the firm's overall experience in design, production and construction for school system projects. Include projects for the past five (5) years and provide company names, types, addresses, construction costs, completion dates, staff members in charge, Owner's name, Owner's representative and phone number;
- 9.2.3.2 Provide resumes and a description of the staff members experience over the past five (5) years working with school system or similar projects, including the scope of the project, schedule and cost; and
- 9.2.3.3 Provide the proximity of the firm to the Clayton County Public Schools indicating the mileage and driving time to the District's Facilities Construction offices.

9.2.4 Methodology and Approach. The Proponent should describe the procedures and methods during the Preliminary Consultation, Preliminary Design Phase and Design for Construction Phase that will produce the required outcomes for the project. The Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information may include, but not be limited to, the following typical services required by CCPS:

- 9.2.4.1 Describe your process for a new school, for a school renovation and for a school modification.
- 9.2.4.2 Describe your process for reviewing program requirements for completeness and suitability with the CCPS's Construction Representatives, including but not limited to, maintenance staff, the school principal, etc.
- 9.2.4.3 Describe your process for reviewing and ensuring project budget, project time schedules and project programs that are compatible and performing all services.
- 9.2.4.4 Describe your process for organizing the design team (structural, mechanical, electrical, civil and any special consultants) and verifying all consultants' abilities to meet the

time schedule, liability insurance and licensing requirements for the project.

- 9.2.4.5** Describe your process for writing design narratives summarizing the scope of work and ensuring they are written in accordance with procedures as set forth by Clayton County Public Schools.
- 9.2.4.6** Describe your process for documenting the Preliminary Design Phase and submitting documents to the CCPS Construction contact.
- 9.2.4.7** Describe how you will obtain CCPS's written approval of preliminary design documents and obtain preliminary approval of the Georgia Department of Education for preliminary design documents.
- 9.2.4.8** Describe how you will prepare Design for Construction Documents from those approved in the Preliminary Design Phase that have been approved by CCPS.
- 9.2.4.9** Describe how you will confer with and obtain preliminary review from all regulatory agencies such as Building Department, Fire Marshal (state & local), Department of Health, Department of Transportation, Zoning Commission, Planning Commission, Design Review Board, Environmental Protection Agency, and Clayton County Water Authority as appropriate for the scope of the project.
- 9.2.4.10** Describe how you will complete the following tasks as part of the Design for Construction Phase:
 - 9.2.4.10.1** Review the program and verify compliance.
 - 9.2.4.10.2** Re-checking Preliminary Design Phase documents against all codes and regulations.

- 9.2.4.10.3** Receiving results of all investigations and tests, including soil borings and analysis, requesting additional information, if necessary, and forwarding final information to appropriate consultants.
- 9.2.4.10.4** Verifying, with CCPS, and notifying consultants of approval or revisions to the design of the systems required, but not limited to: HVAC Equipment, Intercom System, Access Control System, Camera Systems, Gas, Lighting, Surveillance, Data Network, Fire Alarm Systems, Intrusion Systems, Roof Systems, Kitchen Equipment, Door Hardware.
- 9.2.4.10.5** Describe your processes and procedures for defining actual classroom density for each area and forwarding the information checked against the program to consultants.
- 9.2.4.10.6** Describe the procedures for having mechanical and electrical engineers perform the following tasks:
- 9.2.4.10.6.1** Contact utility companies and public authorities on all utility services and verify service availability.
 - 9.2.4.10.6.2** Request and receive written approval for all service connections.
 - 9.2.4.10.6.3** Investigate and confirm in writing their review of all applicable local public and utility regulations.
 - 9.2.4.10.6.4** Review architectural and structural schematic drawing to

establish adequate provisions for specialized systems.

- 9.2.4.11** Describe your process with providing Architect prepared construction documents that include drawings and a written report that takes into account the owner's comments on the previous submittal and the Architect's construction estimate and breakdown.
- 9.2.4.12** Describe your process with providing drawings and other documents for approval at the end of the Design for Construction Phase that consist of architectural, structural, mechanical, electrical, civil and landscaping.
- 9.2.4.13** Describe your process using Construction Specifications Institute (CSI) format for preparing specifications.
- 9.2.4.14** Describe your process with submitting Preliminary Construction Documents for completeness to the owner for approval.
- 9.2.4.15** Describe your process with preparing final Bid Documents, that reflect the approved 95% Construction Documents by the Owner.
- 9.2.4.16** Describe your process for applying for all Construction Permits and Approvals on behalf of the Owner.
- 9.2.4.17** Describe your processes for reviewing Change Order documentation for accuracy and reasonableness.
- 9.2.4.18** Describe your procedures for correcting errors of omission or conflicts in the drawings, specifications or other Contract Documents.
- 9.2.4.19** Describe the protocols required to ensure the Architect has access to the site at all times.

- 9.2.4.20** Describe your policies and procedures for scheduling site visits to project sites.
- 9.2.4.21** Describe your process for sending each engineering discipline to visits as required by contract.
- 9.2.4.22** Describe your processes and procedures for facilitating construction progress meetings.
- 9.2.4.23** Describe your procedures for notifying clients of non-conforming work.
- 9.2.4.24** Describe your procedures for obtaining governing agency occupancy approval if any exceptions arise related to the design or specified materials.
- 9.2.4.25** Describe your policies and procedures for generating punch lists and providing this information to clients.
- 9.2.4.26** Describe your procedures and processes for reviewing Proponent furnished maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection required by the Contract Documents and forward all approved copies to CCPS.
- 9.2.4.27** Describe your procedures for Final Completion Inspections.
- 9.2.4.28** Describe your procedures for correcting the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of Proponents.

9.2.5 **Experience and Performance on Other Projects.** Describe the Proponent's experience and qualifications in providing services as described in the Scope of Services along with the Bid/Award Phase, Construction Phase, Post Construction Phase and References. Such Information may include, but not limited to, the following typical services required by CCPS:

- 9.2.5.1** Describe your experience with managing the Construction Bid Phase.

- 9.2.5.2** Describe your experience with preparing clarifications and addenda to the bidding documents.
- 9.2.5.3** Describe your experience with participating in pre-bid conferences.
- 9.2.5.4** Describe your experience with obtaining bids.
- 9.2.5.5** Describe your experience and processes for preparing certified bid tabulations and making recommendations concerning contract award.
- 9.2.5.6** Describe your experience with re-bidding /re-design when prices exceed approved estimates.
- 9.2.5.7** Describe your experience with evaluating Sub-Proponents and organizations to decide their acceptability for project participation.
- 9.2.5.8** Describe your experience reviewing and approving shop drawings, samples and other submissions of Proponent(s) as well as the work performed by the Proponent(s) for conformance with the design concept of the Project and for compliance with the Contract Documents.
- 9.2.5.9** Describe your experience with working with clients to establish procedures to be followed for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals and other necessary documentation, as well as requests for changes and applications for extensions of time.
- 9.2.5.10** Describe experience with rendering interpretations of requirements of the Contract Documents.
- 9.2.5.11** Describe your experience with functioning as the point of contact with the Proponent.

- 9.2.5.12 Describe your experience rendering written field reports relating to the weekly visits and observations of the project.
- 9.2.5.13 Describe your experience with and procedures for condemning or rejecting work on behalf of clients.
- 9.2.5.14 Describe your experience with assisting in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing. As well as, the procedures and processes for ensuring Architect's and/or its consultant's observation and review of test data of the original operation of any equipment or system to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
- 9.2.5.15 Describe your experience with observing and assisting with the operation of building systems during initial occupancy.
- 9.2.5.16 Describe your experience with and procedures for making recommendations concerning inadequate performance materials, systems and equipment under warranty.
- 9.2.5.17 Proponent must provide four (4) references for which the Proponent has provided services similar in size and scope. References are to be provided utilizing the References and Release Form provided in Appendix D, Required Forms.

9.2.6 Organizational Qualifications and Financial Capability.

To facilitate the efforts CCPS to evaluate, verify, and understand the Proponent's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFQu, The Proponent must provide accurate and legible financial disclosures to CCPS as requested below. By definition, a "Proponent" is an individual, entity or partnership submitting a response to this RFQu. The Proponent may present additional evidence of financial ability or financial surety it deems appropriate, but must first comply with the following:

- 9.2.7.1 **Instructions:** If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is

a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its response.

- 9.2.7.2 Financial Information:** The Proponent and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests below with the Response.
- 9.2.7.3** Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows.
- 9.2.7.4** Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent 's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
- 9.2.7.5** Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent 's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

10. CCPS STANDARD DRAFT AGREEMENT

The Draft Agreement included as Exhibit 3 is a standard CCPS document which should be thoroughly reviewed by all Proponents prior to submitting a proposal. Refer to Information and Instructions to Proponents, Award and Execution of Agreement in this RFQu. Modifications or additions to the CCPS Standard Contract will not be entertained after contract award.

Successful Contractors will be required to complete the Architectural Services Contract, attached herein as Exhibit 4 and incorporated herein by reference, for each project awarded.

11. REQUIRED FORM SUBMITTALS

The forms and documents contained in Appendix D, Required Forms, are mandatory forms required to be submitted with each response. Failure to provide the information or documentation required may cause a response to be declared non-responsive and rejected. Failure to have an authorized representative sign all documents at the signature line, or failure to have all documents properly notarized as requested, may cause a response to be declared non-responsive and rejected.

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APPENDIX A



PURCHASING DEPARTMENT CODE OF ETHICS

- I. Give first consideration to the mission and policies of Clayton County Public Schools.
- II. Strive to obtain maximum value for each dollar spent.
- III. Decline personal favors, gifts, and gratuities. Grant all competitive Respondents fair and equal consideration.
- IV. Conduct business with potential and current Respondents in an atmosphere of good faith.
- V. Demand honesty in sales representations whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.
- VI. Receive consent from the originator for the use of proprietary ideals and designs.
- VII. Make a reasonable effort to obtain equitable settlement of any controversy with a Contractor.
- VIII. Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions.
- IX. Create an environment of fair, ethical, and legal business practices.
- X. Protect Clayton County Public Schools' interest by ensuring that Respondents honor all terms of their contract.

APPENDIX B

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Request for Qualification (RFQu) apply to all solicitations. Where there are specific or special conditions contained herein that conflict with the General Information and Instructions, the more specific or special conditions will prevail. The terms Contractor, Supplier, Provider and Vendor may be used interchangeably herein.

- I. **Contract Renewal.** Upon executing its option to renew, CCPS will notify the Contractor of such renewal, at which time the Contractor shall be bound to provide Services during such renewal term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by the Contractor that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal term.
- II. **Payment.** A purchase order will be issued to authorize the purchase of the services/commodities. Delivery/release of services/commodities is not authorized until the receipt of a purchase order.
 - a. The Contractor shall invoice CCPS on a monthly basis. If payment is to be made by line item, when a single line item has been satisfactorily delivered, complete payment will be made within thirty (30) days from either the date of delivery or the receipt of a satisfactory invoice in triplicate, whichever occurs last. Invoices should be sent to Clayton County Public Schools, Attn: Maintenance Department 218 Stockbridge Road, Jonesboro, Georgia 30136. All invoices must show the contract number, work performed and period of work. Payment will be made via electronic payment or check. CCPS reserves the right to modify these terms should extenuating circumstances prevail.
- III. **Non-Appropriation.** Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by CCPS solely from appropriations received by CCPS. In the event such appropriations are determined, in the sole discretion of the Chief Financial Officer of CCPS, no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CCPS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Chief Financial Officer for CCPS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

IV. **Scope of Services.** Contractor shall provide Services as requested by CCPS on an as needed basis in accordance with the RFQu and Scope of Services.

V. **Compliance With Laws, Licenses, Permits.** Contractor shall comply with all local, state, and federal laws and regulations applicable to its responsibilities under this Agreement. During the term of this Agreement the Contractor shall maintain all licensing and permits required to provide Services. Failure to maintain such licensing shall be cause for termination of this Agreement. Contractor shall obtain and maintain all permits, licenses, certifications and approvals as required by all regulatory agencies with jurisdiction over the assigned Services, including any regulatory agencies of CCPS.

VI. **Insurance.**

Proof of insurance shall be provided within 15 days of the date of written notification of award.

- a. The following general requirements apply to any and all work under this contract by all Contractors and Sub-Contractors, where applicable, of any tier.
 1. Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of Clayton County Public Schools. Any and all insurance must be on an occurrence basis.

No Contractor or Sub-contractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements have been received demonstrating such compliance in each and every contract with each and every sub-contractor of any tier.

2. Clayton County Public Schools shall be covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this shall appear on all

certificates of insurance and on any and all applicable policies.

3. Clayton County Public Schools shall be given no less than thirty (30) days' notice of cancellation. Clayton County Public Schools shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this contract.
4. Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
5. Any and all companies providing insurance required by a contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
 - a. Best's Rating not less than A, and
 - b. Best's Financial Size Category not less than Class VII
6. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, CCPS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or shall have the right to cancel the contract.
- b. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's

Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

c. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance.

1. Comprehensive Form
2. Contractual Insurance
3. Personal Injury
4. Broad Form Property Damage
5. Premises – Operations
6. Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage must be on an occurrence basis.

d. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

1. Comprehensive Form
2. Owned, Hired, Leased and non-owned vehicles to be covered. If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

VII. **Conflict of Interest Notice to Contractors.** All firms, Sub-Contractors, Sub-Contractors and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the financing, construction, operation and management of CCPS projects shall be made to the CCPS in the technical response of the firm's response, and in advancement of assignment so that real or potential conflicts of interest can be avoided.

In any circumstance where Contractor, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with CCPS and a dispute, claim or conflict of interest arises between CCPS and such Contractor under this agreement or another contract, CCPS may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Contractor under this agreement unless and until such dispute, claim or conflict of interest is resolved to the satisfaction of CCPS. Should CCPS take such action, Contractor shall not be entitled to any additional costs of any kind resulting from such action except that Contractor may be paid for any authorized Services provided to CCPS under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to CCPS under this Agreement, any other contract or as may be available under applicable law.

VIII. **Contractor as Independent Contractor.** In conducting its business hereunder, the Contractor shall act as an independent contractor and not as an employee or agent of CCPS. The selection, retention, assignment, direction and payment of the Contractor's employee shall be the sole responsibility of the Contractor. Nothing in this agreement shall be deemed to constitute Contractor and CCPS as partners, joint ventures, or principal and agent, or be construed as requiring or permitting the sharing or profits or losses. Neither party has authority to represent or bind or create any legal obligations for or on behalf of the other party.

- IX. **Contractor's Personnel.** The Contractor shall assign sufficient qualified personnel to provide the Services required by CCPS. Contractor shall assign personnel that possess the necessary skill sets to ensure proper installation and operation of the Services. The Contractor will assume all costs associated with the replacement of any Contractor personnel whose continued assignment is not in the best interest of CCPS. Without cost to CCPS, the Contractor agrees to remove any personnel who has engaged in a willful misconduct or had committed a material breach of this agreement.
- X. **Contractor's Authority, Representations and Warranties.** The Contractor represents that the Contractor, its employees, and its sub-Contractors are possessed of the knowledge, training, skills, experience, and financial strength required to provide the services outlined in this Agreement. Contractor further warrants that its integrity, reputation, skills and performance of the Services requested shall be of the highest caliber. Contractor warrants that it will perform its services in a prompt and timely manner, which shall not impose delays in official operation of CCPS; and that services will be performed in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing similar services. The Contractor warrants that as of the date above written that:
- a. It is duly organized and validly existing in good standing under the laws of the state in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Agreement and the documents to which it is signatory; and
 - b. The execution, delivery and performance by Contractor and its undersigned representative(s) of this Agreement and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
 - c. The execution, delivery and performance by Contractor of this Agreement and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, and is enforceable against Contractor in accordance with its terms; and

- d. No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Agreement, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein.

XI. Confidential Information.

- a. **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by CCPS, Contractor will return any trade secrets to CCPS. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

The Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

- b. **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling

disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: seek a protective order preventing such disclosure; or intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

XII. **Work Product.** Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its Contractors exclusively for CCPS under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of CCPS. Any of Contractor's or its Contractors' works of authorship comprised within the Work Product (whether created alone or in concert with CCPS or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to CCPS. Contractor and its Contractors grant CCPS a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for CCPS under this Agreement

- a. If any of the Work Product is determined not to be a "work made for hire", Contractor assigns to CCPS, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to CCPS, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to CCPS during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- b. CCPS shall have the sole and exclusive right to apply for, obtain,

register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

- c. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor Personnel may not originally vest in CCPS by operation of Applicable Law, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to CCPS all rights, title and interest in the Work Product.
- d. Without any additional cost to CCPS, Contractor Personnel shall promptly give CCPS all reasonable assistance and execute all documents CCPS may reasonably request to enable CCPS to perfect, preserve, enforce, register and record its rights in all Work Product. Contractor irrevocably designates CCPS as Contractor's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Contractor's name, with the same force and effect as if performed by Contractor.

XIII. Audit Inspection Rights.

- a. **General.** Contractor will provide to CCPS, and any Person designated by CCPS, access to Contractor Personnel and to Contractor owned Facilities for the purpose of performing audits and inspections of Contractor, Contractor Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: verify the accuracy of Charges and invoices; examine Contractor's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by CCPS. Contractor shall provide full cooperation to CCPS and its designated Persons in connection with audit functions and examinations by regulatory authorities.
- b. All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report. If any audit or inspection of Charges or Services reveals that CCPS has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment and Contractor shall also pay to CCPS interest on the overpayment amount at the rate of one-half percent (0.5%)

per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to CCPS by Contractor.

XIV. Open Records. The Contractor acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify CCPS immediately of any request made under the Open Records Act and shall furnish CCPS with a copy of the request and the response to such request.

XV. Contractor Affidavit and Compliance.

- a. Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10- 1-.02, CCPS cannot enter a contract for the physical performance of services unless the Contractor and its Sub Contractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- b. The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- c. The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached hereto as Appendix C, Required Form Submittals, and incorporated herein by reference.
- d. The Contractor agrees that in the event that it employs or contracts with any Sub-contractor(s) in connection with this Contract, the Contractor will secure from each Sub-contractor an affidavit that indicates the employee-number category applicable to that Sub Contractor and certifies the Sub-contractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

XVI. Performance of Agreement.

- a. CCPS reserves the right to enforce the Contractor's performance in any manner prescribed by law or deemed to be in the best interest of CCPS in the event of breach or default of the

Agreement.

- b. The Contractor shall execute the entire work described in the Agreement Documents, except to the extent specifically indicated in the Agreement documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this Agreement. The Contractor covenants with CCPS to utilize the Contractor's best skill, efforts and judgment in furthering the interest of CCPS; to furnish efficient business administration and supervision; to make its best efforts to furnish at all times an adequate supply of workers and materials; and to complete the Services in the best way and most expeditious and economical manner consistent with the interest of CCPS.
- d. Contractor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners.

XVII. **Indemnification.** Contractor shall agree to indemnify, defend, save and otherwise hold harmless CCPS, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement, except to the extent that such loss results from the negligence of CCPS. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Agreement and continue for a period of two years after termination thereof. The successful Contractor shall protect CCPS from claims involving infringements of patents, copyrights or other intellectual property rights. The unauthorized use of patented articles is done at the risk of the Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of CCPS, its departments, all elected and appointed

officials, to include, but not limited to, its directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

XVIII. Controlling Law, Venue. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

- a. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the State Courts of Clayton County Public Schools, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non convenience to the conduct of any such action or proceeding in such court.
- b. **Equitable Remedies.** The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "Confidential Information", which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

XIX. Assignment. Except as otherwise provided herein, this Agreement shall not be sold, assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of CCPS.

Contractor may subcontract to an Affiliate or a third party work to be performed under this Agreement or otherwise assign the rights and obligations hereunder to such Affiliate, but will remain financially responsible for the performance of such obligations.

XX. Non-Discrimination. Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and

assigns, as part of the consideration of this Agreement does hereby covenant and agree, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- b. In the furnishing of products and the Contractor of services herein or hereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

XXI. Default and Termination.

- a. **Termination by CCPS.** This Agreement shall be subject to termination by CCPS at any time if any one or more of the following events occurs:
 - i. The default by the Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Contractor to remedy, or undertake to remedy with sufficient forces and to CCPS's reasonable satisfaction. CCPS shall provide the Contractor with notice of any conditions which violate or endanger the performance of the Agreement. If, after such notice, the Contractor fails to remedy such conditions within ten (10) days, or such other term set forth in such notice, to the satisfaction of CCPS, CCPS may exercise its option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately with no additional expense to CCPS.
 - ii. Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
 - iii. Contractors' failure to conduct services according to the approved specifications.
 - iv. Contractor's failure to keep, perform, or observe any other

term or condition of the Agreement shall default to Termination for Convenience;

- v. Contractor's performance of the Agreement is unreasonably delayed.
 - vi. Should the Contractor fail to provide the or services when ordered, and in accordance with the Specifications and any other requirements contained herein, the CCPS reserves the right to purchase services covered by this Agreement elsewhere if available from an alternate source.
- b. **Termination for Convenience.** CCPS may, at its sole option, terminate the Agreement with or without cause at any time upon a ten (10) day written notice by certified mail to the Contractor without prejudice to any other right or remedy it may have. CCPS reserves the right to terminate the Agreement if funding is unavailable for the Services or if any applicable grant funding is terminated or expires.

XXII. Miscellaneous Provisions

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and as of its Effective Date supersedes all prior or independent Agreements between the parties covering the subject matter hereof for the services to be provided, and all representations, warranties, inducements, promises or Agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.
- b. CCPS hereby engages the Contractor and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following documents:
 - i. Any amendments as mutually agreed and signed by both parties;
 - ii. Any subsequent Change Orders as mutually agreed to and approved by CCPS;
 - iii. Contractor's insurance certificates;
 - iv. Contractor's licenses and permits;
 - v. Contractor's Affidavit of Compliance; and
 - vi. Appendices A, B, C and D; and Exhibits 1, 2, 3 and 4.
- c. **Change Orders.** CCPS and the Contractor hereby agree that no

term or condition of the Agreement shall default to Termination for Convenience;

- v. Contractor's performance of the Agreement is unreasonably delayed.
 - vi. Should the Contractor fail to provide the or services when ordered, and in accordance with the Specifications and any other requirements contained herein, the CCPS reserves the right to purchase services covered by this Agreement elsewhere if available from an alternate source.
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 - v. Contractor's Affidavit of Compliance; and
 - vi. Appendices A, B, C and D; and Exhibits 1, 2, 3 and 4.

- c. **Change Orders.** CCPS and the Contractor hereby agree that no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to CCPS's policies and procedures governing change orders, and is signed by CCPS and the Contractor's duly authorized representatives.
- d. **Severability.** If a provision or term hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- e. **Headings.** The headings used in these General Terms and Conditions are intended for convenience and reference only and do not define or limit the scope or meaning of any provision.
- f. **Force Majeure.** Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.
- g. **Waiver.** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.
- h. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to CCPS (c) overnight courier service, or (d) delivered in person to the Contractor or its authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to CCPS or by CCPS to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed to

CCPS as follows: Director, Clayton County Public Schools
(CCPS) Purchasing Department, 218 Stockbridge Road,
Jonesboro, GA 30236.

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APPENDIX C

GENERAL SCHOOL AND HOLIDAY SCHEDULE

*-Only 12-month employees will report November 6, 2018

Clayton County Public Schools 2018-19 School Calendar



2018 (89)

2019 (91)

July 2018

Monday	Tuesday	Wednesday	Thursday	Friday
	2	3	4	5
	9	10	11	12
	16	17	18	19
	23	24	25	26
	30			

January 2019

Monday	Tuesday	Wednesday	Thursday	Friday
	1	2	3	4
5	6	7	8	9
	10	11	12	13
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
1	2	3	4	5

August 2018

Monday	Tuesday	Wednesday	Thursday	Friday
	7	8	9	10
	13	14	15	16
6	7	8	9	10
20	21	22	23	24
11	12	13	14	15
27	28	29	30	31
16	17	18	19	20

February 2019

Monday	Tuesday	Wednesday	Thursday	Friday
				1
				18
4	5	6	7	8
19	20	21	22	23
24	25	26	27	28
	29	30	31	32
33	34	35	36	

September 2018

Monday	Tuesday	Wednesday	Thursday	Friday
	21	22	23	24
10	11	12	13	14
25	26	27	28	29
17	18	19	20	21
30	31	32	33	34
35	36	37	38	39

March 2019

Monday	Tuesday	Wednesday	Thursday	Friday
				1
				8
4	5	6	7	15
38	39	40	41	42
	43	44	45	46
18	19	20	21	22
47	48	49	50	51
52	53	54	55	56

October 2018

Monday	Tuesday	Wednesday	Thursday	Friday
40	41	42	43	44
	44	45	46	47
15	16	17	18	19
48	49	50	51	52
22	23	24	25	26
53	54	55	56	57
29	30	31		
58	59	60		

April 2019

Monday	Tuesday	Wednesday	Thursday	Friday
57	58	59	60	61
15	16	17	18	19
62	63	64	65	66
22	23	24	25	26
67	68	69	70	71
29	30			
72	73			

November 2018

Monday	Tuesday	Wednesday	Thursday	Friday
			61	62
5		64	65	66
63	12	13	14	15
67	68	69	70	71
72	26	27	28	29
	73	74	75	76

May 2019

Monday	Tuesday	Wednesday	Thursday	Friday
		74	75	76
6	7	8	9	10
77	78	79	80	81
13	14	15	16	17
82	83	84	85	86
20	21	22	23	24
87	88	89	90	91

December 2018

Monday	Tuesday	Wednesday	Thursday	Friday
77	78	79	80	81
10	11	12	13	14
82	83	84	85	86
17	18	19		
87	88	89		

June 2019

Monday	Tuesday	Wednesday	Thursday	Friday
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

APPENDIX D

REQUIRED FORMS

CONTRACTOR AFFIDAVIT AND AGREEMENT

CCPS, Req. Form 1, 08/2016

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 for services on behalf of **Clayton County Board of Education**, (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFQu 001- 19 Professional Design Services

Name of Project

Clayton County Board of Education

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

CCPS, Req. Form 1, 08/2016

SUB-CONTRACTOR AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

RFQu 001-19 Professional Design Services

Name of Project

Clayton County Board of Education

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:



Clayton County Public Schools Substitute W-9 Form

Request for Taxpayer Identification Number and Certification

Vendor Number if previously assigned:

* Name (List legal name, if joint names, list first the name of the person whose TIN you enter in Part I)

Business Name, if different from above. Example: Doing Business As "J. Doe Construction"

Check appropriate box: ☐ Individual ☐ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other

Please check the type of services rendered by the vendor.

☐ Materials Only ☐ Services Only ☐ Materials and Services

Legal Address: number, street, and apt. or suite no.

City, state and ZIP code

 GA

Phone #

 ()

Fax #

 ()

Email Address

Remittance Address: if different from legal address.

Remittance City, state and ZIP code

 -

Remittance Phone #

 ()

Remittance Fax #

 ()

Contact Person

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security Number

OR

Tax Payer Identification Number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. citizen (including a U.S. resident alien).

Certification instructions. ☐ Please check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, this does not apply.**Part III Potential Conflict Disclosure**

Please disclose any relationships with current or former Clayton County Public Schools employees to include employees with vested interest in your organization.

Employee Name

Relationship

REFERENCE AND RELEASE FORM

Please provide the information and contact person who will verify the Contractor's experience and ability to perform the services listed in the RFQu. Submission of this form grants CCPS the authority to contact each reference listed.

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number:	City	State	Zip Code
Fax Number:			

Authorized Signature: _____ Date: _____

EXHIBIT 1

RFQu 001-19 Professional Design Services

SCOPE OF SERVICES

Clayton County Public Schools ("CCPS") is soliciting submittals from Contractors to provide highly skilled, fully qualified and experienced professionals in the areas of professional design services.

1. GENERAL REQUIREMENTS

- 1.1 Professional Design Services Firms will be required to provide all-inclusive services. The services to be supplied are listed below and are not fully exhaustive.
- 1.2 Qualified Architectural Design Firms will be required to provide services in accordance with the Compensation for Architectural Services Contract incorporated herein as Exhibit 4.
- 1.3 The basic services to be provided consist of all tasks necessary to provide a complete design, including the production of technical drawings and documents, which complies with all applicable local, state, and federal codes and guidelines.
- 1.4 The firm must provide services to ensure permitting, bidding, and contract administration of the construction are completed in accordance with the design.
- 1.5 All designs must be completed in accordance with the CCPS design guidelines and specifications, completed in a timely manner and meet the stated cost limitations for the construction budget.

2. PRELIMINARY DESIGN PHASE

- 4.1 These documents shall include drawings and a written report. The drawings shall include, but not limited to, a proposed site utilization study (if required by program) of the Project property, schematic plans of all floors and simplified elevations indicating the fundamentals of the architectural concept.

- 4.2 The report shall incorporate the Contractor's Construction estimate and schedule. The Contractor shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the budget. Further, the report shall include a summary of programmed square footage by room or area; such discussion of design factors, if any, as are pertinent in the opinion of the Contractor; and outline descriptions of proposed engineered systems, materials and work to be included in the Construction Contracts. To be considered acceptable for the final Preliminary Design Phase submittal, the documents shall contain, at a minimum:

2.2.1 Architectural

- 2.2.1.1 Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
- 2.2.1.2 Identification of roof system, deck, membrane flashing and drainage technique.
- 2.2.1.3 Identification of all proposed finishes (includes all exterior surfaces, doors, windows, and type of hardware).

2.2.2 Structural

- 2.2.2.1 Structural systems layout with overall dimensions and floor elevations.
- 2.2.2.2 Identification of structural system (pre-cast, structural steel with composite, deck, structural steel with bar joints, etc.).
- 2.2.2.3 Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.)

2.2.3 Mechanical

- 2.2.3.1 Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
- 2.2.3.2 Location of all major equipment in allocated spaces.
- 2.2.3.3 Description of equipment proposed.

2.2.4 Electrical

- 2.2.4.1 Lighting fixtures outlined in plan and roughly scheduled showing types and quantities of fixtures to be used.
- 2.2.4.2 Major electrical equipment roughly scheduled indicating size and capacity.
- 2.2.4.3 Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and other equipment, if required.
- 2.2.4.4 Legend showing all symbols used on drawings.

2.2.5 Civil

- 2.2.5.1 Identify existing site conditions and landscaping.
- 2.2.5.2 Identify proposed changes to existing conditions.

2.2.6 Electronics

- 2.2.6.1 Type of surveillance system and layout.
- 2.2.6.2 Type of intercom communications system and layout.
- 2.2.6.3 Equipment for Media Center if in program.
- 2.2.6.4 Type of Data Network system and layout of MDF / IDF rooms.
- 2.2.6.5 Access control system and layout.

3 DESIGN FOR CONSTRUCTION PHASE

- 3.1 The documents shall consist, minimally, of drawings and other documents setting forth in detail the requirements for construction of the entire Project as to structural, mechanical, civil and electrical systems, materials and such other essentials as may be appropriate.
- 3.2. CCPS requires the Contractor to prepare such estimates in the form prescribed by CCPS to assure itself that the project cost is within the budget. Further, the report shall include a summary of actual square footage by dimensioned room or area, such discussion of design factors, if any, as are pertinent in the opinion of the Contractor; and outline descriptions of proposed engineered system, construction methods, materials and work to be included in the construction contracts.
- 3.3 Drawings shall include site development plan, (if required) floor plans, elevations and one or more typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as drawings illustrating fundamentals of major engineered systems.
- 3.4 CCPS requires the documents for this final Design for Construction Phase to consist of, at a minimum.

3.4.1 Architectural

- 3.4.1.1 Floor plans with final room locations including all openings.
- 3.4.1.2 Wall sections showing final dimensional relationships, materials and component relationships.
- 3.4.1.3 Identification of all fixed and loose equipment, furniture, and furnishing to be installed in contract.
- 3.4.1.4 Finish schedule identifying all finishes.
- 3.4.1.5 Complete door and hardware schedule showing final quantity plus type and quality levels.
- 3.4.1.6 Site conditions where required.
- 3.4.1.7 Development of details and large-scale blow-ups.

- 3.4.1.8 Legend showing all symbols used on drawings.
- 3.4.1.9 Final specifications.
- 3.4.1.10 Reflective ceiling plans including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).

3.4.2 Structural

- 3.4.2.1 Plan drawings with all structural members located and sized.
- 3.4.2.2 Footing, beam, column and connection schedules.
- 3.4.2.3 Final specifications.
- 3.4.2.4 Foundation drawings.

3.4.3 Mechanical

- 3.4.3.1 Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- 3.4.3.2 Major mechanical equipment scheduled indicating size and capacity.
- 3.4.3.3 Ductwork and piping substantially located and sized.
- 3.4.3.4 Ductwork and piping substantially located and sized.
- 3.4.3.5 Devices in ceiling located.
- 3.4.3.6 Legend showing all symbols used on drawings.
- 3.4.3.7 Final specifications.

3.4.4 Electrical

- 3.4.4.1 All power consuming equipment and load characteristics.
- 3.4.4.2 Total electric load.
- 3.4.4.3 Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- 3.4.4.4 Complete site lighting design.
- 3.4.4.5 Final specifications.
- 3.4.4.6 Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
- 3.4.4.7 Final light fixture schedule.
- 3.4.4.8 Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.
- 3.4.4.9 All low voltage systems.

3.4.5 Civil and Landscaping

- 3.4.5.1 Plan drawings with storm water and sewer drainage with additions and adjustments shown.
- 3.4.5.2 Site conditions and grade changes.
- 3.4.5.3 Landscape additions and demolition shown.
- 3.4.5.4 Final specifications.
- 3.4.5.5 CCPS requires the process to include a meeting with the Contractor and their consultants and the designated CCPS representative and Maintenance Supervisors to incorporate their comments for the 50% and 90% stage of documents.

3.4.5.6 The Contractor shall continue with preparation of final Bid Documents, including final Specifications for all authorized work on the Project 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 is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.

3.4.5.7 The General Contractor shall obtain the permit and pay for any required fees and licenses.

4. BID/AWARD PHASE: After receiving written authorization from CCPs, the Contractor shall proceed with the Construction Bid Phase.

- 4.1 The Contractor will prepare clarifications and addenda to the bidding documents provide these to CCPS for review prior to issuance to all holders of bid documents.
- 4.2 CCPS will schedule and host a pre-bid conference with prospective bidders to review the Project requirements. The Contractor shall provide knowledgeable representatives, including representatives of its consultants, and will conduct pre-bid conference to explain and clarify Bidding Documents. Within two (2) days after the pre-bid conference, the Contractor shall deliver to CCPS, if needed, a final Addendum.
- 4.3 The Contractor shall prepare certified bid tabulation and make a recommendation to CCPS concerning the Contract Award.
- 4.4 Should first bidding produce prices in excess of the approved construction estimate, the Contractor shall participate with CCPS in such re-bidding and/or re-design, at no additional expense to CCPS, as may be necessary

to obtain price(s) within the approved construction estimate or prices acceptable to CCPS. CCPS will assist in re-design decisions. CCPS must approve all re-design. (Should the Contractor re-design or conduct re-bidding under its responsibilities as set out in this paragraph, its Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to CCPS.

5. CONSTRUCTION PHASE: The Construction Phase for each Project will commence with the award of the Construction Contract and will terminate when CCPS makes the Final Completion payment.

- 5.1 The Contractor shall consult with CCPS and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 5.2 The Contractor shall accomplish the review and return of submittals within ten (10) calendar days from the date of receipt except when authorized by the Owner's Representative.
- 5.3 When requested, the Contractor shall render to CCPS, within five (5) working days unless otherwise authorized by CCPS, interpretations of requirements of the Contract Documents.
- 5.4 The Contractor shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. The Contractor's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
- 5.5 CCPS requires the Contractor to correct such errors be corrected and the Contractor will prepare and submit to the Owner's Representative, within five (5) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Contractor shall make no additional charges to the Owner.
- 5.6 All instructions from CCPS shall be issued to the Contractor by the Contractor.
- 5.7 All site visits, observations and other activities by the Contractor shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.

- 5.8 The Contractor and its consultants (including, but not limited to, the structural, mechanical and electrical disciplines) shall make such periodic visits per contract requirements to the Project site to familiarize themselves generally with the progress and quality of the work and to determine in general if the Work is proceeding in accordance with the Contract Documents.
- 5.8.1 The visits shall be weekly for Contractor and its consultants. On the basis of such on-site observations, the Contractor and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the work of the Contractor. If the Contractor observes any work that does not conform to the Contract Documents, the Contractor shall immediately make an oral and written report of all such observations to the Owner's Representative.
- 5.9 The Contractor and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfill their obligations to the Owner.
- 5.10 The Contractor shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, and shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents, but the Contractor is responsible for pointing out any failures.
- 5.11 The engineers are required to inspect work at the Project at the Owner's request when major portions of their specialties are under construction. During critical work phases, each engineering discipline may be required to make periodic visits weekly or more often.
- 5.12 The engineering disciplines shall prepare and submit a report on each visit, submitted via the Contractor to CCPS' representative within three (3) working days of the visit.

- 5.12.1 These reports shall be delivered within three (3) working days to the CCPS' Representative in the form required by CCPS.
- 5.13 The Contractor shall hold bi-weekly construction progress meetings attended by the Owner's Representative and the Contractor.
- 5.14 If, in accordance with its duty, the Contractor advises the Owner's Representative of non-conforming work, the Contractor shall confirm the non-conformance in writing to the Owner's Representative within Five (5) days of observation.
- 5.15 The Contractor shall have authority to condemn or reject work on behalf of CCPS when in the Contractor's opinion the work does not conform to the Contract Documents. Whenever, in the Contractor's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Contractor shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work is fabricated, installed or completed.
- 5.16 When the Contractor agrees that the work or portions of the work are substantially complete, the Contractor and its consultants shall inspect the work or portions of the work and prepare and submit to the Owner's Representative punch lists of the work of the Contractor which is not in conformance with the Contract Documents.
- 5.16.1 The Contractor shall transmit such punch lists to the Contractor. The Owner may request that the Contractor inspect and prepare a punch list on any portion of the work.
- 5.17 In addition, the Contractor shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.
- 5.18 The Contractor and its consultants shall conduct up to two (2) comprehensive Final Completion inspections per construction contract at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Contractor, the additional inspections shall be deemed additional services.

- 5.19 The Contractor shall approve the Application for Final Payment and forward it to the Owner upon correction of deficiencies.

6. POST CONSTRUCTION PHASE

- 6.1 The Contractor shall validate that systems are operating as designed, assist in the training of the Owner's personnel in proper operations, maintenance schedules, and procedures.
- 6.2 The Contractor will be required to inspect or have inspected materials, systems, and equipment prior to expiration of the warranty period to ascertain adequacy of performance.

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EXHIBIT 2
RFQu 001-19 Professional Design Services

Attestation Form for Fee Schedule

To be considered, the Firm must agree not to exceed the design services fee schedule listed below:

For Design Services (including Preliminary Consultation, Preliminary Design Phase, Design for Construction Phase, Bid / Award Phase, Construction Phase, and Post Construction Phase), the Fee shall be calculated at 6 % for the first ten million (\$10,000,000.00) of the project and at 5 ½ % of amounts over ten million dollars of the successful low bid accepted by the Owner.

When the Owner directs Firms to hire consultants (such as surveyors, testing firms, roofing inspectors, etc.) those costs shall be passed through to the Owner with no mark-up. The Contractor shall pay the consultant and invoice the Owner on the firm's letterhead with copies of the consultant's invoice to the Contractor as back-up.

A ten thousand dollars (\$10,000.00) allowance will be included in the design contract for long distance communications, copying plans and specifications (not to include internal office use) and shipping of same. Cost for plans furnished to Owner in Exhibit 4, Architectural Services Contract, paragraphs 4.1 and 11.3 are the Contractor's expense.

No compensation is provided for mileage and parking in connection with project duties and responsibilities.

This Firm has reviewed and agrees to the fee schedule listed above.

Signature

Title

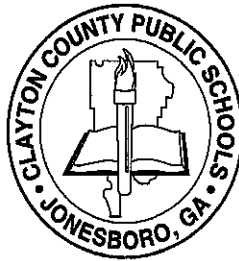
Company Name

Date

EXHIBIT 3

RFQu 001-19

PROFESSIONAL DESIGN SERVICES



CCPS STANDARD DRAFT AGREEMENT

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4	INSURANCE REQUIREMENTS	
5	COMPLIANCE WITH LAWS, LICENSES AND PERMITS	
6	CONTRACTOR'S PERSONNEL	
7	CONTRACTOR'S REPRESENTATIONS AND WARRANTIES	
8	INTELLECTUAL PROPERTY	
9	CONFIDENTIAL INFORMATION	
10	WORK PRODUCT	
11	RECORDS MAINTENANCE/USE OF DOCUMENTS	
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DRAFT AGREEMENT

RFQu 001-19 PROFESSIONAL DESIGN SERVICES

THIS AGREEMENT for RFQu 001-19 Professional Design Services for Clayton County Public Schools (CCPS) (hereinafter referred to as "Agreement") is made as of this _____ day of _____, 2018, and entered into by and between Clayton County Public Schools, a political and legal subdivision of the State of Georgia (hereinafter referred to as "CCPS") and _____ (hereinafter referred to as "Contractor" or "Contractor"), an _____ authorized to conduct business in the State of Georgia, whose principal place of business is located at _____.

WITNESSETH:

WHEREAS, CCPS is in need of Professional Design Services that will be used District-Wide; and

WHEREAS, CCPS issued a Request for Qualifications (RFQu) 001-19 for Professional Design Services requesting proposals from qualified Contractors to provide such services; and

WHEREAS, the Contractor responded to the Request for Qualifications (RFQu) and represented that it is qualified, possesses the necessary expertise, knowledge, training and skills necessary to perform all requirements set forth in the Scope of Services and provide all materials, labor, transportation, supervision and supplies as required to perform the requested services for CCPS; and

WHEREAS, the CCPS desires to enter into an Agreement with the Contractor to provide the required services; and

WHEREAS, the Contractor has agreed to provide and perform such services as required at the compensation and terms provided herein; and

NOW THEREFORE, the CCPS and Contractor in consideration of the promises and the mutual covenants contained in this Agreement, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1

TERM

- 1.1. The Agreement shall commence within ten (10) calendar days after receipt of written Notice of Award.
- 1.2. The initial term of the Agreement and any renewal terms are collectively referred to as the "Term." The initial term of this Agreement shall be for one (1) year, and may be automatically renewed for up to two (2) additional one (1) year terms upon the same terms and conditions. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of CCPS on December 31st of the year in which it was executed and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 20-2-506 (b), as amended, unless terminated earlier in accordance with the termination provisions of this agreement. This agreement shall not be deemed to create a debt of CCPS for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

ARTICLE 2

SCOPE OF SERVICES

The Contractor shall provide the Specifications for this commodity or service. Include the manufacturer and model numbers where applicable in accordance with the RFQu and Exhibit 1, Scope of Services and Specifications, attached hereto and incorporated herein by reference.

ARTICLE 3

COMPENSATION/INVOICING

The Contractor shall be compensated as set forth in Exhibit 2, Attestation Form, attached hereto and incorporated herein by reference.

- 3.1 All costs for Services will be calculated in accordance with the Scope of Services. CCPS will not be obligated to pay Contractor any amount in addition to the costs for the Contractor's provision of the Services. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to the CCPS, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the CCPS, however characterized, including, without limitation, all remedies at law or equity.
- 3.2 Invoices must be based upon actual services rendered, actual work performed and/or or products delivered. CCPS will promptly pay undisputed invoices properly rendered and delivered to CCPS. CCPS and Contractor agree to use all reasonable efforts to resolve any disputed amount on any invoice within thirty (30) days of the date CCPS notifies Contractor of the disputed amount.

- 3.3** Original Invoices must be mailed directly to:
Clayton County Public Schools
Finance Department
1058 Fifth Avenue
Jonesboro, GA 30236
Attn: Accounts Payable
- 3.4** Each Invoice must provide such detail and be in such format as CCPS may reasonably require, however, the following information must appear on all invoices submitted:
- 3.4.1** Name and address of Contractor;
- 3.4.2** Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and
- 3.4.3** CCPS Purchase Order number and the IFB, RFP or RFQu number.

ARTICLE 4

INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements set forth in Appendix B, General Terms and Conditions, Insurance, attached hereto and incorporated herein by reference.

ARTICLE 5

COMPLIANCE WITH LAWS, LICENSES AND PERMITS

Contractor shall comply with all local, state, and federal laws and regulations applicable to its responsibilities under this Agreement. During the term of this Agreement the Contractor shall maintain all licensing and permits required to provide Services. Failure to maintain such licensing shall be cause for termination of this Agreement. Contractor shall obtain and maintain all permits, licenses, certifications and approvals as required by all regulatory agencies with jurisdiction over the assigned Services, including any regulatory agencies of CCPS.

ARTICLE 6

CONTRACTOR'S PERSONNEL

- 6.1** The Contractor shall assign sufficient qualified personnel to provide the Services required by CCPS.
- 6.2** The Contractor shall provide adequate equipment deemed necessary for the

successful delivery of Services.

- 6.3 The Contractor shall assign personnel that possess the necessary skill sets to ensure proper installation and operation of the Services.
- 6.4 The Contractor will assume all costs associated with the replacement of any Contractor personnel whose continued assignment is not in the best interest of CCPS. Without cost to CCPS, the Contractor agrees to remove any personnel who has engaged in a willful misconduct or has committed a material breach of this agreement.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor warrants that as of the date above written that:

- 7.1 **Authority.** Contractor is duly organized and validly existing in good standing under the laws of the State in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Agreement and the documents to which it is signatory.
 - 7.1.1. The execution, delivery and performance by Contractor and its undersigned representative(s) of this Agreement and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound;
 - 7.1.2. The execution, delivery and performance by Contractor of this Agreement and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, and is enforceable against Contractor in accordance with its terms; and
 - 7.1.3. No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Agreement, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein.
 - 7.1.4. The Contractor represents that the Contractor, its personnel, and its sub-Contractors and sub-contractors are possessed of the knowledge, training, skills, experience, and financial strength required to provide the services outlined in this Agreement.
 - 7.1.5. The officials of the Contractor executing this Agreement and Certificate of Corporate Authority warrant that they are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor; that it is within the purposes, powers, and

authority of the Contractor; has been done in full compliance with applicable law; and has been approved by the governing body of the Contractor, and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the

Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and that this Agreement is a valid, legal, binding and enforceable obligation of the Contractor.

- 7.2 Standards.** The Contractor warrants that the quality of Services provided shall conform to the highest standards of practice for the industry and Services provided by other qualified providers in the industry. Contractor warrants that the Services provided shall be installed and managed with the utmost regard to quality, cost, and service. Contractor further warrants that its integrity, reputation, skills and performance of the Services requested shall be of the highest caliber. The Contractor warrants that it will perform its services in a prompt and timely manner, which shall not impose delays in Official Operations of CCPS.

ARTICLE 8

INTELLECTUAL PROPERTY

- 8.1** None of the Services or Software utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Contractor in fulfilling its obligations hereunder, including any Work Product, shall infringe any third Party's Intellectual Property Rights or privacy, publicity or other rights.
- 8.2** Contractor shall indemnify and hold CCPS Indemnities harmless from and against any losses arising from third party claims, liabilities, damages, demands, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from actions or claims that any of the processes, procedures, Work Product, materials and methodologies used by Contractor (or any Contractor agent, contractor, subcontractor or representative), or CCPS use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Contractor hereunder are held to constitute, or in Contractor's reasonable

judgment is likely to constitute, an infringement or misappropriation, Contractor will in addition to its indemnity obligations, at its expense and option, and after consultation with CCPS regarding CCPS's preference in such event, either:

- 8.2.1** Procure the right for CCPS Indemnities to continue using such processes, procedures, Work Product, materials, methodologies or Services;
- 8.2.2** Replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services;
- 8.2.3** Modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or
- 8.2.4** Create a feasible workaround that would not have any adverse impact on CCPS.

ARTICLE 9

CONFIDENTIAL INFORMATION

- 9.1** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by CCPS, Contractor will return any trade secrets to CCPS. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.
- 9.2** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: a subpoena; judicial or administrative order; or any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with prior notice by of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the

disclosure, it must seek a protective order preventing such disclosure; or intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

ARTICLE 10

WORK PRODUCT

Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the CCPS under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the CCPS. Any of Contractor's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with CCPS or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to CCPS. Contractor and its contractors grant the CCPS a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for CCPS under this Agreement.

- 10.1** If any of the Work Product is determined not to be a "work made for hire", Contractor assigns to CCPS, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to CCPS, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to CCPS during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 10.2** CCPS shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 10.3** To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor Personnel may not originally vest in CCPS by operation of Applicable Law, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to CCPS all rights, title

and interest in the Work Product.

- 10.4** Without any additional cost to CCPS, Contractor Personnel shall promptly give CCPS all reasonable assistance and execute all documents CCPS may reasonably request to enable CCPS to perfect, preserve, enforce, register and record its rights in all Work Product. Contractor irrevocably designates CCPS as Contractor's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Contractor's name, with the same force and effect as if performed by Contractor.

ARTICLE 11

RECORDS MAINTENANCE/USE OF DOCUMENTS

- 11.1 Audit and Inspection Rights.** Contractor will provide to CCPS, and any Person designated by CCPS, access to Contractor Personnel and to Contractor owned Facilities for the purpose of performing audits and inspections of Contractor, Contractor Personnel and/or any of the relevant information relating to the Services and this Agreement.

11.1.1 Such audits, inspections and access may be conducted to verify the accuracy of Charges and invoices; examine Contractor's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by CCPS.

11.1.2 Contractor shall provide full cooperation to CCPS and its designated Persons in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report. If any audit or inspection of Charges or Services reveals that CCPS has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment and Contractor shall also pay to CCPS interest on the overpayment amount at the maximum rate permissible by Applicable Law from the date the overpayment was made until the date the overpayment is refunded to CCPS by Contractor.

11.1.3 Subject to Contractor's reasonable security requirements and not more than once every twelve (12) months, CCPS may, at its own expense, review

Contractor's relevant billing records pertaining to amounts billed to CCPS under the definitive agreement between the parties relating to these services for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of Contractor's invoices to CCPS. Contractor's obligation for retaining such records shall be for a term of three years from the end of the applicable agreement. Such reviews shall take place at a time and place agreed upon by the parties.

11.1.4 Contractor shall cooperate in any CCPS billing review, providing Contractor billing records as reasonably necessary to verify the accuracy of Contractor's invoices. Contractor may redact from the billing records provided to CCPS any information that reveals the identity or confidential information of other Contractor customers that is not relevant to the purposes of this review.

11.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet CCPS's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than CCPS's policy, Contractor will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable CCPS to enforce its audit rights under this Agreement.

11.3 Open Records. The Contractor acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Contractor shall notify CCPS immediately of any request made under the Open Records Act and shall furnish CCPS with a copy of the request and the response to such request.

ARTICLE 12

INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor shall act as an independent Contractor and not as an employee or agent of CCPS. The selection, retention, assignment,

direction and payment of the Contractor's personnel and Sub-Contractors shall be the sole responsibility of Contractor. Nothing in this Agreement shall be deemed to constitute Contractor and

CCPS as partners, joint ventures, or principle and agent or be construed as requiring or permitting the sharing of profits or losses. Neither party has authority to represent or bind or create any legal obligations for or on behalf of the other party.

ARTICLE 13

GENERAL INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless CCPS, its agencies and its and their respective officers, directors, personnel, advisors and agents, successors and permitted assigns ("CCPS Indemnitees"), from any Losses arising from claims or actions based upon: Contractor's or Contractor Personnel's performance, non-performance or breach of this Agreement; compensation or benefits of any kind, by or on behalf of Contractor Personnel, or any subcontractor, claiming an employment or other relationship with Contractor or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with CCPS or arising in any other manner out of this Agreement or the provision of Services by such Contractor Personnel or subcontractor); any actual, alleged, threatened or potential violation of any Applicable Law to the extent such claim is based on the act or omission of Contractor or Contractor's Personnel, excluding acts or omissions by or at the direction of CCPS; death of or injury to any individual, caused in whole or in part by the tortious conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; and damage to, or loss or destruction of, any real, tangible, or intangible property caused in whole or in part by the tortious conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.

ARTICLE 14

CONTROLLING LAW, VENUE

The Agreement documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

14.1 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the State Courts of Clayton County, Georgia or the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non convenienc to the conduct of any such action or proceeding in such court.

14.1 Equitable Remedies. The Parties agree that, notwithstanding the provisions of

this Agreement, due to the unique nature of either Party's Confidential Information, Intellectual Property rights or other matters, there may not be an adequate remedy at law for a breach, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

ARTICLE 15 **ASSIGNMENT**

- 15.1** Except as otherwise provided herein, this Agreement shall not be sold, assigned or transferred by the Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Contractor, or with a business entity which is merged or consolidated with the Contractor or which purchases a majority or controlling interest in the ownership or assets of the Contractor without the prior written consent of CCPS.

ARTICLE 16 **NON-DISCRIMINATION**

Notwithstanding any other provision of this agreement, during its performance the Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this agreement does hereby covenant and agree that:

- 16.1** No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- 16.2** In the furnishing of services or materials no person shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

ARTICLE 17 **PERFORMANCE OF AGREEMENT**

- 17.1** CCPS reserves the right to enforce the Contractor's performance in any manner prescribed by law or deemed to be in the best interest of CCPS in the event of breach or default of the Agreement.
- 17.2** The Contractor shall execute the entire work described in the Agreement

documents, except to the extent specifically indicated in the Agreement documents to be the responsibility of others.

- 17.3** The Contractor accepts the relationship of trust and confidence established by the award of this Agreement. The Contractor covenants with CCPS to utilize its best skill, efforts and judgment in furthering the interest of CCPS; to furnish efficient business administration and supervision; to make its best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and most expeditious and economical manner consistent with the interest of CCPS.
- 17.4** The Contractor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the authorization of the Personnel Board of Education.

ARTICLE 18

DEFAULT AND TERMINATION

- 18.1 Termination by CCPS.** This Agreement shall be subject to termination by CCPS at any time if, in its opinion, the Contractor fails to carry out the Agreement provisions or any one or more of the following events:

- 18.1.1** The default by the Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Contractor to remedy, or undertake to remedy with sufficient forces and to CCPS's reasonable satisfaction. CCPS shall provide the Contractor with notice of any conditions which violate or endanger the performance of the Agreement. If, after such notice, the Contractor fails to remedy such conditions within thirty (30) days or a shorter time period as set forth in any such notice, to the satisfaction of CCPS, CCPS may exercise its option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately, vacate the premises, and to cancel ordered products and/or services with no expense to CCPS;
- 18.1.2** The Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for the property or affairs of the Contractor and such receivership is not vacated within thirty (30) calendar days after the appointment of such receiver;
- 18.1.3** The Contractor's failure to conduct services according to the approved specifications; or the Contractor's performance of the Agreement is unreasonably delayed. Should the Contractor fail to provide the materials or services when ordered, and in accordance with the General Terms and Conditions, Specifications and any other requirements contained herein, CCPS reserves the right to purchase commodities or services covered by this Agreement elsewhere if available from an alternate

source.

- 18.1.4** Contractor engaging in behavior that is fraudulent, dishonest, or a conflict of interest with Contractors obligations pursuant to this Agreement;
- 18.1.5** The Contractor's failure to keep, perform, or observe any other term or condition of the Agreement shall default to Termination for Convenience;
- 18.1.6** If CCPS improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination for Convenience".
- 18.1.7 Re-procurement Costs.** In addition to all other rights and remedies CCPS may have, if this Agreement is terminated by CCPS pursuant to the above subsections, Contractor will be liable for all costs reasonably and necessarily incurred by CCPS in the completion of the Services, including the cost of administration of any agreement awarded to others for completion.

18.2 Termination for Convenience. CCPS may, at its sole option, terminate the Agreement with or without cause at any time upon a thirty (30) day written notice by certified mail to the Contractor without prejudice to any other right or remedy CCPS may have.

- 18.2.1** Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor's sole remedy and CCPS's sole liability, CCPS will pay for the Services properly performed or materials provided prior to the notice of termination, plus all reasonable costs for any Services performed after the termination as specified in such notice, and reasonable costs for materials ordered on behalf of and approved by CCPS. Contractor shall substantiate such costs with proof satisfactory to CCPS.

18.3 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Contractor shall immediately:

- 18.3.1** Discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;

- 18.3.2** Inventory, maintain and turn over to CCPS all Services, Work Product, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by CCPS for the performance of the terminated Services;
- 18.3.3** Promptly obtain cancellation, upon terms satisfactory to CCPS, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by CCPS;
- 18.3.4** Comply with all other reasonable requests from CCPS regarding the terminated Services; and
- 18.3.5** Continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

ARTICLE 19

NOTICE

- 19.1** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by:
 - 19.1.1** Registered or Certified United States mail, return receipt requested, postage prepaid;
 - 19.1.2** Personal delivery to CCPS;
 - 19.1.3** Overnight courier service; and/or
 - 19.1.4** Delivered in person to the Contractor or his authorized representative on the work site.
 - 19.1.5** All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to CCPS or by CCPS to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to CCPS, addressed to:

Clayton County Public Schools
Purchasing Department
218 Stockbridge Road
Jonesboro, GA 30236
Attn: Director of Purchasing

If to the Contractor, addressed to:

ARTICLE 20
FEDERAL WORK AUTHORIZATION

- 20.1** Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, CCPS cannot enter a contract for the physical performance of services unless the Contractor and its Sub-Contractors register and participate in the Federal Work Authorization Program to verify specific information on all new personnel.
- 20.2** The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 20.3** The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Agreement as Appendix D, Required Forms.
- 20.4** The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Agreement, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Appendix D, Required Forms.

ARTICLE 21
MISCELLANEOUS PROVISIONS

- 21.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof for the services to be provided, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.
- 21.1.1** The Agreement;
 - 21.1.2** Exhibit 1 – Request for Qualifications (RFQu) 001-19, Professional Design Services;
 - 21.1.3** Contractor's Proposal submitted in response to the above referenced RFQu.
 - 21.1.4** Exhibit 2 – Attestation Form
 - 21.1.5** Any amendments as mutually agreed and signed by both parties;
 - 21.1.6** Any subsequent Change Orders as mutually agreed to and approved by CCPS.
 - 21.1.7** Contractor's licenses and/or permits, if applicable; and

21.1.8 Contractor's insurance certificates.

21.2 CCPS hereby engages the Contractor and the Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following documents:

21.3 Change Documents. CCPS and the Contractor hereby agree that no modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing, conforms to CCPS's policies and procedures governing change orders, and is signed by CCPS and the Contractor's duly authorized representatives in the same manner as this Agreement is executed.

21.3.1 Contractor may not unilaterally amend or modify this agreement by including provisions in its invoices or other business forms which shall be deemed objected to by CCPS and have no force or effect.

21.3.2 CCPS may request unilateral changes by delivering written notice to Contractor of the requested change. Change Orders for the reduction of Services or suspension of Services shall be effective upon provision of written notice to Contractor.

21.3.3 A Proposed Change Document from the Contractor will become effective only when executed by CCPS.

21.4 Headings. The headings, sections and sub-sections used in this Agreement are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Agreement.

21.5 References. Unless otherwise provided to the contrary:

21.5.1 All references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years;

21.5.2 Any reference to a "Section," "Appendix" or "Exhibit" will be deemed to refer to a section or of the document containing the reference or an Exhibit to the document containing the reference; Any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection;

21.5.3 Any reference to an Applicable Law will be deemed to include any amendment or modification to such Applicable Law and any rules or regulations promulgated thereunder or any Applicable Law enacted in substitution or replacement therefor.

21.5.4 Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other.

21.5.5 Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Whenever the word “or” is used in this Agreement, it will be deemed not to be exclusive.

21.5.6 References to “\$” or “dollars” will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.

21.6 Force Majeure. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch. Should any Force Majeure event continue for thirty (30) consecutive days or more, CCPS, at its option, may terminate this Agreement in whole or in part.

21.7 Waiver. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

21.8 Assignment. Except as otherwise provided herein, this Agreement shall not be sold, assigned or transferred by the Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Contractor, or with a business entity which is merged or consolidated with the Contractor or which purchases a majority or controlling interest in the ownership or assets of the Contractor without the prior written consent of CCPS.

21.9 Severability. If a provision or term hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

21.10 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

- 21.11 Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning shall survive the expiration or termination of this Agreement.
- 21.12 Publicity.** Contractor shall not make any public announcement, communication to the media, take any photographs, or release any information concerning CCPS, the Services or this Agreement without the prior written consent of CCPS.
- 21.13 Commercial Activities.** Neither Contractor nor Contractor Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on CCPS property.
- 21.14 Further Assurances.** Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

--SIGNATURE PAGE FOLLOWS--

WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written above.

CLAYTON COUNTY PUBLIC SCHOOLS

BY: _____
Dr. Morcease J. Beasley
Superintendent of Schools

Attest:

Clerk

COMPANY OR SERVICE CONTRACTOR

BY: _____
Signature

Name: _____

Title: _____

BY: _____
Signature (Corporate Secretary)
(Affix Corporate Seal)

Signed, sealed and delivered in the presence of:

Notary Public

This _____ day of , 20

**STANDARD FORM OF CONTRACT
FOR ARCHITECTURAL SERVICES
(STATE CAPITAL OUTLAY PROJECTS)**

**BETWEEN THE
CLAYTON COUNTY BOARD OF EDUCATION
AND THE
ARCHITECT**

Architect: (name of architect)

Project Name: (project name)

Address: (address of project)

Project No.: (assigned by the architect)

Description: (type of construction—renovation)

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CONTRACT FOR ARCHITECTURAL SERVICES

This contract (the "Contract") is made and entered into by and between the Clayton County Board of Education (the "Owner") and _____ (the "Architect"). This Contract is executed under seal and shall be effective on the date executed by the last party to execute it.

The architectural services required by this Contract are to be rendered for a construction project identified as _____ (the "Project").

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

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to execute this Contract and recognizing that Owner is relying thereon, and without limiting or restricting any other representation, warranty or covenant set forth elsewhere in this Contract or implied by operation of law, the Architect, by executing this Contract, makes the following express representations and warranties, and covenants to the Owner, as follows:

1.1 The Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project, and all employees, agents, contractors, consultants and sub-consultants of the Architect or others employed or retained by the Architect in connection with the Project shall be similarly qualified and licensed to the extent required by law;

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

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

1.4 The Architect shall prepare all documents and things required by this Contract including, but not limited to, all contract plans, drawings, designs and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable laws, codes and regulations;

1.5 The Architect assumes full responsibility to the Owner for the improper acts and omissions of Architect's, employees, agents, contractors, consultants, sub-consultants or others employed or retained by the Architect in connection with the Project;

1.6 The Architect shall, at all times, perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances;

1.7 The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project;

1.8 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project;

1.9 The Architect shall not, except with the Owner's knowledge and consent freely given after full written disclosure of any conflict or potential conflict, engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

ARTICLE 2

PRELIMINARY CONSULTATION, EXAMINATION AND REPORT

Prior to the preparation of the Preliminary Design as required by Article 3 below, the Architect shall first consult in detail with the Owner, and shall carefully examine any information provided by the Owner concerning the Owner's policies, purposes, concepts, objectives, educational specifications, desires, and design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements, and any other information provided by the Owner concerning the Owner's criteria for the Project (collectively, all of the foregoing information may be referred to as the "Owner's Criteria"). Following such examination, and in no event later than ten (10) days after the effective date of this Contract, the Architect shall prepare and submit to the Owner a written report detailing the Architect's response to the Owner's Criteria including addressing the scheduling, budgetary, operational, or other Project needs, restrictions or requirements together with recommendations and proposed solutions, if appropriate, addressing each of such identified issues, problems or concerns.

ARTICLE 3

PRELIMINARY DESIGN AND PRICE ESTIMATE

After reviewing with the Owner the written report required by Article 2 above, agreeing upon proposed solutions to any identified issues, problems or concerns with or arising from the Owner's Criteria, and in no event later than forty (40) days after the effective date of this Contract, the Architect shall draft and submit to the Owner a "Preliminary Design" for the Project. The Preliminary Design shall be consistent with the Owner's Criteria, as, and if, modified, and shall include the following:

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

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

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

3.4 Written preliminary specifications, together with preliminary plans, if and as necessary or useful to the Owner, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project;

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

3.6 A preliminary schedule identifying the key milestones for the Project and the estimated periods necessary for completing such milestones and the work; and,

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

3.7 Upon completion of the Preliminary Design, the Architect shall submit to the Owner in writing, its estimate of the contractor's anticipated price for constructing the Project in accordance with the Preliminary Design.

ARTICLE 4

DESIGN FOR CONSTRUCTION

4.1 Upon written direction from the Owner, after reviewing with the Owner the Preliminary Design required by Article 3 above, and after incorporating any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design or with respect to the Owner's Criteria, as, and if, modified, and in no event later than one hundred twenty (120) days after the effective date of this Contract, the Architect shall draft and submit to the Owner the "Design for Construction". The Design for Construction shall include, without limitation, plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment (including, without limitation, site, irrigation, kitchen equipment, fire protection, security, audio/visual/TV/cable, lighting, telephone, intercom and computer networks), and other information necessary for construction, including, without limitation, an Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, and the usual and customary structural, mechanical, civil, landscape, acoustical and electrical engineering services. In preparing the Design for Construction, including without limitation any changes thereto, the Architect shall: (i) as and when necessary, file and review all plans and specifications with all departments, divisions and offices of the State of Georgia having jurisdiction and requiring such filing or review, including without limitation the State of Georgia Department of Education; (ii) provide the Owner with up to ten (10) additional copies of the proposed Design for Construction as requested by the Owner and, as directed by the Owner, file and review all plans and specifications with all departments, divisions and offices of all county, municipal and other local authorities having jurisdiction and requiring such filing or review. The Architect shall incorporate all required review comments into the plans and specifications. The Design for Construction shall be accurate, coordinated and in all respects adequate and complete for construction of the Project and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards and criteria (including the Owner's Criteria) furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written approval for usage thereof is given by the Owner. In preparing the Design for Construction, the Architect shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. The Architect shall be responsible for designing the Project in accordance with the analyses and recommendations of its geotechnical consultant.

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

4.2.1 If requested by the Owner, the Architect shall provide Owner with all final plans on computer disk, or other electronic media satisfactory to the Owner, in a computer assisted drawing format satisfactory to the Owner;

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

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

4.3 The Architect is responsible for the calculating in detail of all structural, mechanical, and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

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

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

4.4 The Architect shall design all buildings in such manner that, if such buildings are constructed in accordance with the construction contract between the Owner and contractor (hereinafter "Construction Contract"), such buildings will be free from leaks.

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

4.6 The Architect acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design and that the Owner, therefore, assumes no responsibility for design. The Architect acknowledges and agrees that the review of plans and specifications by the Owner is limited to determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into the adequacy, fitness, suitability, or correctness of engineering or architectural design. The Architect agrees that no review of plans and specifications by the Owner or by any person, body, or agency shall relieve Architect of the responsibility for the adequacy, fitness, suitability, correctness and completeness of the architectural and engineering design and for designing the work in accordance with sound and accepted engineering and architectural principles. The Architect shall be liable to the Owner for any increase in the cost of the work arising from any errors or omissions in the Design for Construction.

ARTICLE 5

FINAL PRICE ESTIMATE

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

ARTICLE 6

EXCEEDING AN ESTABLISHED STATED COST LIMITATION

Prior to directing the Architect to proceed with preparation of the Design for Construction, the Owner may establish and communicate to the Architect a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the "Stated Cost Limitation"). In the event the Architect's final anticipated price estimate as required by Article 5 exceeds the Stated Cost Limitation, or in the event the lowest bid or guaranteed maximum price or negotiated proposal from a qualified contractor exceeds the Stated Cost Limitation, the Owner may require the Architect, at no additional cost to the Owner, to consult with the Owner and to revise the Design for Construction so as to obtain a bid price or proposal at or below the Stated Cost Limitation. Absent clear and convincing evidence of gross negligence of the Architect in making its final anticipated price estimate or in designing the Project without regard to the Stated Cost Limitation, providing such revisions shall fulfill the Architect's obligation to the Owner in connection with the Stated Cost Limitation.

ARTICLE 7

DUTIES, OBLIGATIONS AND RESPONSIBILITIES AFTER DESIGN

7.1 The Architect shall assist the Owner in the preparation of the necessary bidding or proposal documents, in obtaining bids or proposals, and in tabulating bids and assessing the qualifications of bidders or offerors. As requested by the Owner, the Architect shall assist the Owner in any prequalification process adopted by the Owner, in the confidential evaluation of competitive sealed proposals, and in awarding the Construction Contract. If the Owner will make an award of the Project to a contractor based on competitive sealed bids, the plans and specifications shall (a) indicate if the Project will be awarded by base bid or base bid plus selected alternates, (b) contain a statement listing whether all anticipated federal, state, or local permits required for the Project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained, and (c) contain a statement listing whether all anticipated rights of way and easements required for the Project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained. In performing its services during the bidding phase, the Architect shall comply with all Georgia statutes and regulations, as well as all of the Owner's policies, related to competitive bidding requirements including, but not limited to, those set forth in the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-20 *et seq.*

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

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

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

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

7.2.4 The Architect shall carefully inspect the work of the contractor whenever and wherever necessary, including without limitation, within 24 hours of the Owner's request, and shall, at a minimum, inspect work at the Project site no less frequently than once per week. At least once per month, such inspections shall be performed personally by a principal of the Architect's firm who is licensed as an architect in the State of Georgia. The Architect shall require its consultants to participate in such inspections and to generate a written report thereof, a copy of which shall be provided to the Owner, with respect to their respective disciplines periodically as necessary to protect the Owner. Engineers shall also be required to inspect work at the Project at the Owner's request when major portions of their specialties are under construction. The purpose of such inspections shall be (1) to become generally familiar the quality and quantity of the work in comparison with the requirements of the Construction Contract and to keep the Owner reasonably performed about the same, (2) endeavor to protect the Owner against defects and deficiencies in the work; and (3) to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Construction Contract. While performing such inspections, the Architect shall protect the Owner from deficient or defective work, from unexcused delays in the schedule and from requests for payment which could result in overpayment to the contractor. Within three (3) days of each inspection the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner;

7.2.4.1 In addition to any other inspections required by this Contract, the Architect, through its consultant(s) as applicable, shall timely inspect the installation of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.2 The Architect, through its consultant(s) as applicable, shall perform the duties, obligations and responsibilities of the "design professional" under the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit. As used in the immediately preceding sentence, the term "design professional" shall have the meaning ascribed to it in the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.3 Excepting only the preparation of the Erosion, Sedimentation and Pollution Control Plan referred to in paragraph 4.1, the inspection referred to in paragraph 7.2.4.1, and the performance of the duties, obligations and responsibilities of the "design professional" referred to in paragraph 7.2.4.2, the Architect shall ensure that the contractor provides, satisfies or otherwise complies with all requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.4 The Architect shall retain one or more qualified special inspectors (or testing agency(ies) as the case may be) to provide the special inspections and tests, if any, required by authorities having jurisdiction as the responsibility of the Owner, specifically including special inspections required of the Owner by Chapter 17 of the Georgia State Minimum Standard Building Code (International Building Code 2006, as amended in Georgia), and, as applicable, to perform such related duties as are required of such special inspector(s). The Architect shall timely submit to the Owner a list of the special inspections and tests required as the responsibility of the Owner and the anticipated cost thereof.

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

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

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

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

7.2.9 The Architect shall receive and promptly examine, study, and approve, or otherwise respond to, the contractor's shop drawings and other submittals in a timely manner in order so as not to cause a delay in the performance of the work. Approval by the Architect of the contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is in conformance with the Construction Contract;

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

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

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

7.2.13 The Architect shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner, and the Architect shall make available to the Owner any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project, all at no additional cost to the Owner;

7.2.14 The Architect shall review any as-built, or record, drawings furnished by the contractor and shall certify to the Owner that same are adequate and complete;

7.2.15 The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work and services performed by the Architect or its consultants, or both;

7.2.16 It shall be the responsibility of the Architect to utilize its position as Architect to enforce the strict performance by the contractor of the Construction Contract and such responsibility shall not be relieved or affected by the actions or inspections of any agents or employees of the Owner. The Architect agrees that the responsibility assumed by the Architect for approving, accepting, consenting to the covering of, and approving work for payment is not shared with any agents or employees of the Owner; and,

7.2.17 Once site work begins, the Architect shall attend a job site progress meeting at least once every two weeks.

ARTICLE 8

INDEMNITY

The Architect shall indemnify, defend and hold harmless the Owner, the Clayton County Board of Education and their respective members, employees and agents from and against any and all liability, claims, loss, costs and expense arising out of, or resulting from, the services of the Architect including, but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses.

ARTICLE 9

SCHEDULE

Time is of the essence in the performance of this Contract. Within seven (7) days of the execution hereof, the Architect shall provide the Owner with a proposed schedule for performance by the Architect and Contractor hereunder. Such schedule, if approved by the Owner, shall constitute the schedule for performance of its duties hereunder by the Architect.

ARTICLE 10

PERSONNEL AND CONSULTANTS

10.1 The Architect shall assign only qualified personnel to perform the services required hereunder and for the Project. The Architect's management, design, and construction administration staff assigned to the Project shall have experience in K-12 school design and construction. The Owner shall have the right, but not the obligation, to interview the management, design, and construction administration staff that will be assigned to this Project. At the time of execution of this Contract, the parties anticipate that the following named individuals will perform those functions indicated:

NAME:

FUNCTION:

_____	_____
—	—
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

So long as the individuals named above remain actively employed or retained by the Architect or its consultants, they shall perform the functions indicated next to their names for the duration of the Project unless otherwise agreed to in writing by the Owner.

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

Geotechnical: _____

Civil: _____

Structural: _____

Mechanical: _____

Electrical: _____

Landscape Architect: _____

Special Inspector(s): _____

Subject to the immediately succeeding sentence, all consultants retained by the Architect in connection with the services required by this Contract shall be retained at the Architect's sole cost and expense. Notwithstanding the immediately preceding sentence, the Owner shall pay the Architect, subject to such supporting documentation as the Owner may require, for the cost actually, reasonably and properly incurred by the Architect for geotechnical consulting services required by this Contract and for special inspector(s) retained pursuant to paragraph 7.2.4.4.

ARTICLE 11

PAYMENTS

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

11.1 The Architect shall be paid for those services required by this Contract the sum of , allocated in the following manner:

Work Description	Percentage Allocation
Preliminary Consultation, Examination and Report	5%
Preliminary Design and Price Estimate	25%
Design for Construction and Final Price Estimate	30%
Bid Process	5%
Construction Duties, Obligations and Responsibilities	35%
Total:	100%

At the time the Owner signs a Construction Contract for the Project, the sum set forth above in this paragraph 11.1 shall be adjusted, either upward or downward, to equal six percent (6%) of the first ten million dollars (\$10,000,000) and five and one-half percent (5 ½%) of any amount in excess of ten million dollars (\$10,000,000) in the original Contract Price set forth in the

Construction Contract for the Project. If, after giving effect to such adjustment, there is an excess or deficiency in the amount of previous payments made, based on the percentage allocations set forth above, any such excess or deficiency shall be reconciled as follows: (a) if requested by the Owner, the Architect shall promptly refund to the Owner any such excess amounts previously paid; (b) unless otherwise requested by the Owner, the Owner shall reconcile any such excess or deficiency by adjusting the amount of one or more subsequent payments to the Architect as determined by the Owner in its sole discretion. Payment for construction phase services will be made until the sum of payments equals ninety-five percent (95%) of the construction phase fee. When the Certificate of Final Completion has been executed and the Architect has completed all requirements of the Contract, including delivering all record construction documents and all construction close-out documentation, then the remaining five percent (5%) of the construction phase fee shall be paid.

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

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

<u>Title/Position</u>	<u>Hourly Rate</u>
Principal:	\$_____ per hour
Director:	\$_____ per hour
Project Architect:	\$_____ per hour
Project Manager:	\$_____ per hour
Project Coordinator:	\$_____ per hour
Interior Designer:	\$_____ per hour
Project Captain:	\$_____ per hour
Technical Staff:	\$_____ per hour
Contract Administrator:	\$_____ per hour
Clerical:	\$_____ per hour

(b) For additional engineering or consultant services actually, reasonably and properly hired by the Architect to perform any such duties, obligations and responsibilities, the Architect shall be reimbursed for the cost actually, reasonably and properly incurred by the Architect for such services without addition or mark-up;

11.3 In addition to the payments provided for hereinabove, and subject to the two immediately succeeding sentences of this paragraph 11.3, the Architect shall be entitled to receive payment for reasonable third-party expenses actually and properly incurred by the Architect in connection with the Project and documented with such supporting documentation as the Owner may require. Such expenses, however, are limited to long-distance calls and actual cost of copying and postage or other reasonable mode of transmission of plans, specifications and other project documents. The aggregate sum of such expenses shall not exceed the amount

of ten thousand dollars (\$10,000.00) without first receiving written authorization therefor from the Owner and all expenses in excess of said amount shall be paid by the Architect without reimbursement from the Owner;

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

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

11.6 In the event that the Owner becomes credibly informed that any representations of the Architect as set forth in paragraph 11.5 are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction; and

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

ARTICLE 12

PROJECT RECORDS

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

ARTICLE 13

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

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

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

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

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

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

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

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

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

13.8 Except for documents requiring the Owner's decision as set forth in paragraph 13.2 above, the Owner's review of any documents prepared by the Architect or its consultants shall be

solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The review of such documents shall not relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

ARTICLE 14

GOVERNING LAW; JURISDICTION AND VENUE

The governing law applicable to this Contract is the law of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. The Architect irrevocably consents to the exclusive jurisdiction and venue of the Superior Court of Clayton County, Georgia regarding any matter arising out of or relating to this Contract.

ARTICLE 15

OWNERSHIP OF THE PRELIMINARY DESIGN AND THE DESIGN FOR CONSTRUCTION

The Preliminary Design, the Design for Construction and all other documents, instruments, plans and specifications prepared by the Architect pursuant to the terms of this Agreement shall become and be the sole and exclusive property of the Owner. The Architect may maintain copies thereof for its records and for its future professional endeavors.

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party including, without limitation, the contractor or any of its subcontractors.

ARTICLE 18

PROFESSIONAL LIABILITY INSURANCE

The Architect shall, at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project, provide and maintain professional liability errors and omissions insurance with a minimum limit of coverage equal to or greater than twenty percent (20%) of the stated cost limitation of the Project, but in no event less than one million dollars (\$1,000,000.00) per claim and a maximum deductible not exceeding fifty thousand dollars (\$50,000.00). The coverage provided for herein shall contain an endorsement providing for sixty

(60) days written notice, via certified mail return receipt requested, to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to Owner, and said coverage shall be in form acceptable to Owner. A certificate of insurance evidencing proof of such coverage, satisfactory to the Owner, shall be supplied to the Owner within five (5) days of the effective date of this Contract, and the policy, or policies, of such insurance shall be supplied to the Owner upon request.

ARTICLE 19

OTHER INSURANCE

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

ARTICLE 20

TERMINATION

20.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein and, with respect to any termination hereunder by the Architect, Owner's failure to cure such non-performance within such seven (7) day period.

20.2 This Contract may be terminated by the Owner without cause upon seven (7) days written notice to the Architect. In the event of such a termination without cause, the Owner shall pay the Architect for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Architect shall promptly submit to the Owner its invoice for final payment which invoice shall comply with the provisions of Article 11. In such event, the Architect shall not be entitled to any fees or profits on work which is not performed.

ARTICLE 21

PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 22

ASBESTOS STATEMENT; HAZARDOUS MATERIALS

The Architect shall sign and deliver to the Owner the Asbestos Statement of Declaration, attached hereto as Exhibit "B," or in such other form as may be required by the Georgia Department of Education, at such time as the Owner may require. The Architect shall not specify or approve any products or materials for the Project that contains asbestos or other hazardous substances, as defined under the Toxic Substance Control Act (Pub. L. 94-469) and the rules and regulations promulgated thereunder specifically including, but not limited to, 40 C.F.R. § 763.103(c). The Architect shall hold the Owner harmless from and defend the Owner to the fullest extent permitted by law with respect to claims arising out of the Architect's non-compliance with this requirement.

ARTICLE 23

ENTIRE AGREEMENT

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

ARTICLE 24

MISCELLANEOUS

24.1 Throughout the performance of its duties under this Contract, the Architect shall comply with, and shall provide all services necessary for the Owner to comply with, all laws applicable to the design of the Project or the administration of the Construction Contract, including, without limitation, the rules, guidelines, and other requirements of the State of Georgia Department of Education, the ordinances and codes of Clayton County Georgia, and the ordinances and codes of any municipality having jurisdiction over the Project.

24.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the Clayton County Board of Education, agreements reached

in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In no event shall the Architect initiate any legal action against the Owner until the Project has achieved Final Completion.

24.3 Should the Owner determine subsequent to the execution of this Contract that the Project will be funded, in whole or in part, by State of Georgia Capital Outlay Funds, the executed State of Georgia Department of Education Mandatory Addendum to the Owner/Architect Agreement ("Mandatory Addendum") shall be incorporated herein as if fully set forth initially as part of this original document. The Mandatory Addendum is attached hereto, for identification purposes only, as Exhibit "C." Any provision of the Mandatory Addendum to the contrary notwithstanding, the Architect expressly agrees that, absent determination by the Owner that the Project will be funded, in whole or in part, by State of Georgia Capital Outlay Funds, the Mandatory Addendum shall not be a part of this Contract and shall be of no force or effect.

24.4 In order to ensure compliance with the Immigration Reform and Control Act of 1986 (Pub. L. 99-603) and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 *et seq.*, the Architect will provide an original notarized Contractor Affidavit along with this executed version of this Agreement. The Architect shall provide a copy of a Subcontractor Affidavit for all subcontractors or consultants performing work on the Project prior to the start of the work.

OWNER:

ARCHITECT:

CLAYTON COUNTY BOARD OF EDUCATION

(architect)

By: _____ [Seal]
[Signature]

By: _____ [Seal]
[Signature]

Dr. Pam Adamson, Chairperson
[Typed Name & Title]

[Typed Name & Title]

By: _____ [Seal]
[Signature]

Dr. Morcease J. Beasley, Superintendent
[Typed Name & Title]

1058 Fifth Avenue

Jonesboro, Georgia 30236
[Address]

[Address]

[Date of Execution]

[Date of Execution]

EXHIBIT "A"

OTHER INSURANCE

The Architect shall, at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project, provide and maintain the following insurance:

Automobile Liability - \$1,000,000 combined single limit
General Liability - \$1,000,000 combined single limit
Workers' Compensation – Statutory benefits; \$1,000,000 Employers' Liability

The Clayton County School District shall be added as an additional insured on the policies and certificates of insurance. The coverage provided for herein shall contain an endorsement providing for sixty (60) days written notice, via certified mail return receipt requested, to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to Owner, and said coverage shall be in form acceptable to Owner. A certificate of insurance evidencing proof of such coverage, satisfactory to the Owner, shall be supplied to the Owner, and the policy, or policies, of such insurance shall be supplied to the Owner upon request.

Unless expressly waived by Owner in writing, Architect shall permit no consultant retained by the Architect to enter upon any Project site or perform any Services unless such consultant is and remains insured in accordance with the insurance requirements above, as well as the professional liability insurance required by Article 18 of the Agreement. Architect shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Architect's consultants to be so insured.

EXHIBIT "B"

**ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)**

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

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

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

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

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

EXHIBIT "C"

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
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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
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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. 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
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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 not less frequently than once per week**, 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.
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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: Clayton County Board of Education **ARCHITECT**

Dr. Pam Adamson, Chairperson

Firm:

Date: _____

Date:

Dr. Morcease J. Beasley, Superintendent

Date: _____

EXHIBIT D

CLAYTON COUNTY SCHOOLS IMMIGRATION AND SECURITY FORMS

If you are providing services, performing work or delivering goods to the Clayton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal/contract. Failure to provide this document with your bid/proposal/contract will result in the disqualification of the bid/proposal/contract.

- 1) The Clayton County Schools complies with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 *et. seq.*
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub. L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 *et. seq.* (collectively the "Act"), the Consultant **MUST INITIAL** the statement applicable to contractor below:
 - (a) _____ **(Initial here)** Consultant warrants that contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act, is authorized to use and uses the federal authorization program and will continue to use the authorization program throughout the contract period. Consultant further warrants and agrees that contractor shall execute and return any and all affidavits required by the Act and the rules and regulations promulgated by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 *et. seq.* [**Contractors who initial (a) must attach and return a signed, notarized Architect Affidavit and Agreement**]; or
 - (b) _____ **(Initial here)** Consultant represents and warrants that it does not and will not physically perform, or subcontract for the performance of, any service covered by the Act within the State of Georgia and thus does not have to comply with the foregoing Georgia law.
- 3) _____ **(Initial here)** Consultant will not employ or contract with any consultant in connection with a covered contract unless the consultant is registered, authorized to use, and uses the federal work authorization program and provides contractor with all affidavits required by the Act and the rules and regulations promulgated by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 *et. seq.*
- 4) _____ **(Initial here)** Consultant agrees that, if contractor employs or contracts with any consultant in connection with the covered contract under the Act and Department of Labor Rule 300-10-1-.02, that Consultant will secure from each consultant at the time of the contract, the consultant's name and address, the employee or employer identification number (as applicable) of the consultant, the date the authorization to use the federal work

authorization program was granted to the consultant, the consultant's attestation of its compliance with the Act and Georgia Department of Labor Rule 300-10-1-.02, the consultant's agreement not to contract with any subconsultants unless the subconsultant is registered, authorized to use, and uses the federal work authorization program, and the subconsultant provides consultant with all affidavits required by the Act and the rules and regulations promulgated by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 *et. seq.*

- 5) _____ (*Initial here*) Consultant agrees to provide the Clayton County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rules 300-10-1-.02, -.03, -.07 and -.08 within five (5) business days of Consultant's receipt of any such affidavits.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

ARCHITECT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned architect verifies its compliance with O.C.G.A. § 13-10-91, and attests under oath that:

(1) The individual, firm or corporation ("Architect") which is contracting with the Clayton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), Pub. L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

(2) Architect's correct user identification number and date of authorization is set forth below.

(3) Architect agrees that it will not employ or contract with any consultant(s) in connection with the physical performance of services pursuant to this contract with the Clayton County Board of Education, unless at the time of the contract said consultant:

(a) is registered with and participates in the federal work authorization program;

(b) provides Architect with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Architect with notice of receipt and a copy of every subconsultant Affidavit or other applicable verification procured by consultant at the time of contract with the subconsultant(s) within five (5) business days after receiving the said Affidavit or verification.

Architect agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such consultant Affidavit or other permissible verification to the Clayton County Board of Education at the time the consultant(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Architect further agrees to and shall provide the Clayton County Board of Education with copies of all other affidavits or other applicable verification received by Consultant (i.e. subconsultant affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Firm/Architect Name

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Architect

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:_____

CONSULTANT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned consultant verifies its compliance with O.C.G.A. § 13-10-91, and attests under oath that:

(1) The undersigned individual, firm or corporation ("Consultant") is engaged in the physical performance of services under a contract with _____ (*name of architect*), which has a contract with the Clayton County Board of Education.

(2) Consultant has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), Pub. L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

(3) Consultant's correct user identification number and date of authorization is set forth herein below.

(4) Consultant agrees that it will not employ or contract with any subconsultant(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Clayton County Board of Education, unless said subconsultant:

(a) is registered with and participates in the federal work authorization program;

(b) provides Consultant with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Consultant with notice of receipt and a copy of every subconsultant Affidavit or other permissible verification procured by subconsultant at the time the subconsultant(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Consultant agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subconsultant Affidavit or other applicable verification to the Architect at the time the subconsultant(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Firm/Consultant Name

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Consultant

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:_____

SUBCONSULTANT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subconsultant verifies its compliance with O.C.G.A. § 13-10-91, and attests under oath that:

(1) The undersigned individual, firm or corporation ("Subconsultant") is engaged in the physical performance of services under a sub-subcontract with _____ (*name of consultant*), which has a sub-contract with _____ (*name of architect*), which has a contract with the Clayton County Board of Education.

(2) Subconsultant has registered with, is authorized to use, uses and will continue throughout the subcontract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), Pub. L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

(3) Subconsultant's correct user identification number and date of authorization is set forth below.

(4) Subconsultant agrees that the Subconsultant will not employ or contract with any sub-subconsultant(s) in connection with the physical performance of services pursuant to a sub-subcontract or the contract with the Clayton County Board of Education, unless said sub-subconsultant:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subconsultant with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subconsultant with notice of receipt and a copy of every sub-subconsultant Affidavit or other permissible verification procured by sub-subconsultant at the time the sub-subconsultant(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subconsultant agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Subconsultant at the time the sub-subconsultant(s) is retained to perform such service or within

five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the
EEV/Basic Pilot Program, please identify the program.

Firm/Subconsultant Name

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Subconsultant

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____