#### DESIGN PROFESSIONAL CONTRACT

#### BETWEEN DESIGN PROFESSIONAL AND OWNER

**TO BE USED WITH**

**BOARD OF REGENTS DESIGN-BID-BUILD CONTRACT**

#### BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

**For the Use and Benefit of:**

#### USING AGENCY

**Georgia Institute of Technology**

**and**

#### DESIGN PROFESSIONAL

**Insert LEGAL Firm Name**

**PROJECT NO./DESCRIPTION** Insert Project Number, Description

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

**For Project Number:**

**Project Name, Address, and Description: Description, Using Agency, Location of Project, Georgia**

This Design Professional Contract (hereinafter “Contract”) is made this       day of      , by and between the Board of Regents of the University System of Georgia, 270 Washington Street, SW, Atlanta, Georgia 30334, hereinafter “Owner,” for the use and benefit of **Georgia Institute of Technology**, hereinafter “Using Agency,” and

**THE DESIGN PROFESSIONAL’S NAME AND ADDRESS LEGAL Firm Name,** Physical Address (NO P.O. Box!); Phone:      ; Fax:      , hereinafter “Design Professional”.

(List Design Professional’s form of business):

 **Design Professional’s SSN or Business FEIN**:       .

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

 **Design Professional’s Employment Verification Certification:**

The Design Professional is registered with, authorized to use, is using and will continue to use, the federal work authorization program throughout the term of the contract, and holds the following authorization:

 User Identification Number:

 Date of Authorization:

*See also* certification requirements in General Requirements Paragraph 1.2.4.15 and Exhibit H.

1. AMOUNT OF CONSTRUCTION COST LIMITATION: $       2. OWNER’S AUTHORIZED AGENT: Jim James, Vice Chancellor for Facilities 3. NAME OF DESIGN PROFESSIONAL OF RECORD:       4. FEES:

 a. Basic Design Services Fee: $       . b. Basic Construction Contract Administration Services Fee: $       . c. Additional Services Fees (at Contract execution included in Basic Services Fee): $       .

 (See Exhibit A) d. Additional Services Hourly Rates: (See Exhibit B) e. Fee for design and administration of Change Orders that require design or redesign activities shall be as follows:

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

 f. Any fees already paid for account of Design Professional services on this Project pursuant to any or all documents or Contracts (*identify documents or Contracts*) in the total paid amount of $      shall be applied as a reduction to any fees that shall be due or that shall become due under this Contract.

 g. For Record Drawings (“as-built” drawings) as required by Article 2.2.11 of the General Requirements, after of the review of the scope and magnitude of the Contractor’s marked up drawings, the Design Professional will prepare an estimate of the cost of preparing the Record Documents, for Owner’s approval. Upon approval of the costs by Owner, the Design Professional shall accomplish the Record Drawings and Final Documents.

5. SITE VISITS. The total number of Site Visits by the Design Professional and consultants during the Construction Contract Administration Phase included in the fee for Basic Services are listed on Exhibit A-1. Design Professional represents to the Owner that the amount of Site Visits are adequate to perform all the obligations required of him by this Contract, including those services and inspections that are normally required of the Building Official. Additional Site Visits shall be performed in accordance with Exhibit A.

6. APPROVAL OF CONSTRUCTION DOCUMENTS. When the design is completed with all review comments incorporated, the Design Professional shall furnish two complete sets of Construction Documents including plans and specifications to the Owner and shall furnish one set each to the Using Agency and to the Program Manager (if any) . The Design Professional must wait to receive the written approval of the Owner. (*See also* Para. 2.2.1.3)

7. SCHEDULE. The Design Professional shall provide the services required by this Contract in conformance with the approved Preliminary Design and Construction Schedule. The Design Professional agrees to complete the Construction Documents not later than      . Individual Milestones for completion of construction documents will be mutually agreed by the Owner and Design Professional.

8. REPRESENTATIONS. The Design Professional represents the following:

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

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

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

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

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

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

10. BUILDING OFFICIAL. The Owner and Design Professional acknowledge that there is no state building official other than for Life Safety, Elevator, Building Accessibility, and Fire Safety rules, regulations, and codes. In this regard, the GSFIC Process Guide outlines certain permitting documents to be obtained from the State Fire Marshal or the GSFIC (*See* Reference 2, Section 3.3.2 *et seq.,* for additional guidance.) Local government officials (e.g. county and municipal) have no enforcement powers over state authorities except with regard to certain Georgia Environmental Protection Division permits. Road projects may be delivered pursuant to DOT’s General Permit GAR 100001 or GAR 100002, which are available for use by general contractors and are regulated directly by EPD. (*See* 2009 Op. Att’’y Gen. 2009-6). The Design Professional, under the supervision of the Vice Chancellor for Facilities, acts as the Building Official for the Project. (*See* Paragraph 1.2.4.12

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

12. TEAM EVALUATION: The Team Evaluation process set forth in Paragraph 1.1.3.3 is a part of this Project.

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

14. ENTIRE CONTRACT. The Design Professional Services Requirements and all Exhibits are incorporated into and made a part of this Contract by reference. This Contract represents the entire and integrated Contract between the Owner and the Design Professional and supersedes all prior negotiations, representations, or Contracts, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Design Professional.

[Signatures Begin on Next Page]

[Remainder of Page Intentionally Left Blank]

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

**DESIGN PROFESSIONAL**:

ATTEST:

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, President

(affix seal over secretary’s signature)

(If not a corporation, signature must be notarized)

**Approved: Georgia Institute of Technology (A Unit of the University System Of Georgia)**

By:

 Charles Rhode, Vice President – Facilities management

Witness:

 Print Name/Title

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

By: (L.S.)

 Jim James, MPA, AIA, AUA

 Vice Chancellor for Facilities

Witness:

 Sheree Wilder Srader

 Director of Contracts & Services

1. Design Professional Services Requirements2. Exhibits. Exhibit A List and Description of Additional Services Exhibit A-1 Schedule of Anticipated Meetings & Site Visits

 Exhibit B Schedule of Hourly Rates

 Exhibit C The Owner’s Predesign or Program Exhibit D Preliminary Design and Construction Schedule Exhibit E Construction Contract General Conditions Exhibit F Statements of Probable Construction Cost Format Exhibit G Site Memorandum

 Exhibit H Certificates of Compliance – Federal and State Work Authorization Programs

 Exhibit I Advice on Construction Progress For Certain Change Orders

Exhibit J Certificate of Material Completion

Exhibit K Certificate of Final Completion

Exhibit L Capital Asset Accounting

Exhibit M The Design Professional’s Key Personnel and Consultants

Exhibit N Commissioning Checklist

Reference 1: Regents’ Building Project Procedures Manualor GSFIC Process Guide