#### DESIGN PROFESSIONAL CONTRACT

**TO BE USED FOR**

**CM/GC CONSTRUCTION PROJECTS**

**BETWEEN**

**OWNER:**

**BOARD OF REGENTS OF THE**

**UNIVERSITY SYSTEM OF GEORGIA**

**AND**

**DESIGN PROFESSIONAL:**

**LEGAL DP FIRM NAME**

**For the Use and Benefit of**

#### USING AGENCY:

**USING AGENCY**

**PROJECT NO. PROJECT NUMBER AND DESCRIPTION**

**INCLUDES: Form of Contract** Contract-1 to Contract-4

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**DESIGN PROFESSIONAL SERVICES CONTRACT(For CM/GC Project Delivery)**

**For Project Number: bor/gsfic project number**

**Project Name, Address, and Description: project name/description, institution name, city (where project is located), georgia.**

This Design Professional Contract (hereinafter “Contract”) is made this **Date** day of **Month, Year**, between the Board of Regents of the University System of Georgia, with an address at 270 Washington Street, Atlanta, Georgia 30334, hereinafter “Owner,” for the use and benefit of [Using Agency Here], hereinafter “Using Agency,” and **LEGAL CM Firm Name,** MUST be a physical address. NO P.O. Boxes. Email: XXXXX@XXXX; Phone: XXX-XXX-XXXX; hereinafter “Design Professional.”

Design Professional’s SSN or Business FEIN:

Georgia State Registration Number of the Registered Professional

sealing the Construction Documents:

Design Professional’s form of business:

1. AMOUNT OF GMP COST LIMITATION. **$0**

2. OWNER’S AUTHORIZED AGENT Sandra Lynn Neuse, Vice Chancellor for Facilities

3. NAME OF DESIGN PROFESSIONAL OF RECORD:

4. FEES.

a. Basic Design Services Fee: **$0** which amount [ ]  includes reimbursables [x]  does NOT include reimbursables.

b. Basic Construction Contract Administration Services Fee: **$0** which amount [ ]  includes reimbursables [x]  does NOT include reimbursables. c. Additional Services Fees (at Contract execution): **$0** (See Exhibit A)d. Additional Services Hourly Rates: (See Exhibit A-1)

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

**4.0** % for design and **2.0** % for Construction Contract Administration multiplied by the cost of the work of the change, unless the fee is not commensurate with the services required, in which case payment shall be based on the hourly rates shown in Exhibit A-1 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, and PROVIDED FURTHER that no fees shall be paid for redesign accomplished under the Design Professional’s Limited Design Warranty. (Paragraph 1.2.4.5.)

f. The above fees include the following components to be designed and incorporated by Component Change Orders: *(List)*: N/A

g. Reimbursable Fee: Not-to-Exceed (NTE) **$0**.

5. CM/GC DESIGN COORDINATION MEETINGS AND SITE VISITS. The total number of visits by the Design Professional and consultants during the Design, Pre-Construction, and Construction Contract Administration Phase included in the fee for Basic Services are listed on Exhibit B. 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.

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 [x]  not later than or [ ]  not later than       calendar days following execution of this Contract. Individual Milestones for completion of construction documents will be mutually agreed by the Owner and Design Professional.

8. REPRESENTATIONS. The Design Professional represents the following:

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

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

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

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

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

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

10. BUILDING OFFICIAL. The Owner and Design Professional acknowledge that there is no state building official other than for Life Safety, Elevator, Building Accessibility, and Fire Safety rules, regulations, and codes. 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 Projects owned by the Board of Regents. (*See* Paragraph 1.2.4.12.)

11. PROJECT DEVELOPMENT FILE. 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 Project Development File or Program that has been approved by the Office of Planning and Budget, State of Georgia.

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

13. ENERGY EFFICIENCY AND SUSTAINABLE CONSTRUCTION ACT OF 2008. This Project [ ]  is or [ ]  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 the Forms Packet. For information regarding the Energy Act requirements, Design Professional shall refer to the *Energy Efficiency and Sustainable Construction Standards for State Buildings* as promulgated by the Georgia Department of Community Affairs, a copy of which is available at: <http://www.dca.ga.gov/sites/default/files/energy-efficiency-and-sustainable-construction-standards-final.pdf>

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

15. ENTIRE CONTRACT. The Design Professional Services Requirements and all Exhibits 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**:

**LEGAL DP FIRM NAME**

Print Name / Title

**APPROVED BY USING AGENCY:**

**Institution Name (A Unit of the University System Of Georgia)**

President's Name, President

Print Name / Title

**OWNER:**

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

Sharon Ferguson Pope

Assistant Vice Chancellor

For Design and Construction

Teresa M. Higgins

Director of Contracts & Services