

Mandatory Addendum to the Owner/Architect Agreement 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 services required. This Mandatory Addendum must be incorporated into the Owner/Architect agreement on any Capital Outlay Program funded projects regardless of the form of agreement used. In the event of a conflict between the terms in the selected form of agreement and this addendum, the terms of this addendum shall prevail. This Mandatory Addendum may not be modified without prior written consent of the Georgia Department of Education. **NO CAPITAL OUTLAY FUNDS WILL BE RELEASED FOR AN APPROVED CAPITAL OUTLAY PROJECT WITHOUT THE INCLUSION OF THIS ADDENDUM IN THE OWNER/ARCHITECT CONTRACT.** For purposes of this addendum, notwithstanding terminology used in the Owner/Architect Contract, the term "Architect" shall be defined as the architect, engineer, or architect/engineer, whether individually or as a firm, to perform the services required; "Owner" shall mean the Local Board of Education that is requiring the services to be performed; "GDOE" shall refer to the Georgia Department of Education; "Contract" shall refer to the master agreement between the Owner and the Architect, to which this Mandatory Addendum is attached and incorporated; "Project" shall refer to the scope of services to be performed under the Contract; "Program" shall consist of the Owner's policies, purposes, concepts, and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project; "stated cost limitation" shall mean the maximum amount that the Owner is authorized to spend to construct the Project; and "Record Plans and Specifications" shall mean the as-built plans and specifications, including but not limited to, actual location of utility lines, and any approved change orders.

1. The Architect agrees not to assign, sublet or transfer any interest or rights in the Contract to any party without the advance written consent of the Owner. The Architect agrees to utilize the design and management team as presented to the Owner and agrees that no substitutions, additions, or deletions from this team will occur unless consented to in advance in writing by the Owner. The Owner agrees to provide a response within 14 days of request by the Architect.
2. Prior to beginning the "Preliminary Plans and Specifications", the Architect shall first consult in detail with the Owner to determine the Owner's Program, and within 10 days of such consultation, the Architect shall prepare and submit to the Owner a written report detailing the Architect's understanding of the Owner's Program and identifying any design, construction, scheduling, budgetary, operational, or other problems, including solutions, or recommendations which may result from such consultation. Such report shall also include any applicable educational specifications and GDOE requirements.
3. The Architect shall obtain written authorization from the Owner before proceeding with any work on the "Preliminary Plans and Specifications", the "Check Set Plans and Specifications", or the "Final Plans and Specifications", as defined in "Submittal Requirements for Review of Planning, Bidding, and Construction Documents for Georgia Public Schools" (most recent published edition).
4. The Architect agrees to comply with all applicable Federal, State and Local codes and ordinances in the design of the project. The Architect also agrees to comply with all GDOE rules and guidelines regarding capital outlay projects and to make required submittals in a timely manner to GDOE as well as to respond to GDOE comments on submittals within 30 days of receipt of comments for approval.
5. The Architect assumes full responsibility to the Owner for the negligent or willful acts and omissions of the Architect's consultants, subconsultants, or employees in connection with this Contract.
6. 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*. The *stated cost limitation* for this Project shall be \$_____, which is composed of state capital outlay funds in the amount of \$_____, required local funds in the amount of \$_____, and additional required local funds in the amount of \$_____. The *stated cost limitation* may be amended by written mutual agreement signed by both parties at any time after the Contract between the Architect and Owner is executed.
7. In the event the Architect's final project cost estimate 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 so as to obtain a final project cost at or below the *stated cost limitation*. Notwithstanding the Architect's certification that the *stated cost limitation* shall not be exceeded, 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 he cannot design the work within the financial limitations without disregarding sound principles of design, the Architect will give written notice immediately and in no event longer than seven (7) days to the owner and to the Georgia Department of Education, Facilities Services Unit.
8. The Architect shall provide 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. All plans, specifications, design calculations, designs, drawings, or other documents or data produced hereunder by the Architect, or the Architect's consultants, subconsultants, or employees shall be delivered to the Owner upon request, and shall become the sole property of the Owner regardless of the stage in which the development of the design may have progressed. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, drawings, or other documents or data produced hereunder.
10. The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Project with a minimum level of coverage equal to or greater than 20% percent of the stated cost limitation, but not less than \$250,000 for the project and a maximum deductible of \$50,000. The coverage provided herein shall contain an endorsement providing sixty (60) days notice 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 the Owner.
11. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, at a minimum, inspect work at the Project site _____, and in any event, no less frequently than once per month. Of these, 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 shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In performing such inspections, the Architect shall advise the Owner of noted deficient or defective work, potential and/or real delays in the schedule and requests for payment by the Contractor which could constitute overpayment for the work completed. Within three (3) days of a site visit, the Architect shall submit a written report of such site visit, which shall include any appropriate comments or recommendations to the Owner.
12. The Architect shall provide Owner a set of "Record Plans and Specifications" within thirty (30) days after execution by the Architect of his final certificate. Such 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 Assisted Drafting (CAD) format of the Owner's choice, and the specifications shall be presented in a word processing format of the Owner's choice.
13. The Contract executed between the Owner and the Architect, to which this is an addendum, shall include a termination clause that provides definitions and procedures which gives the Owner the rights of (1) termination of services with cause and (2) termination of services without cause. In the event of termination, the Owner shall pay the Architect for such reasonable services performed prior to the termination, unless otherwise provided for in the terms of the Contract, which in no event shall the percentage of total payment exceed the percentage completion of the project. Payments to the Architect for services rendered prior to termination should be based on statements submitted by the Architect that are supported by time sheets and invoices and which are promptly submitted to the Owner. However, both parties agree that total payment percentage should not exceed total percentage of the project completed.
14. The Architect shall be responsible for the timely submittal and completion of all forms required by GDOE and shall respond to GDOE comments on submittals within 21 days of receipt of comments for approval. Such forms may be obtained from the Facilities Services Unit, Georgia Department of Education, 1670 Twin Towers East, Atlanta, Georgia 30334. At the close of the project, the Architect shall submit an Architectural Certification form, as provided by the GDOE, to the Owner. The completion and submittal of this form is required prior to release of the final payment to the Architect.
15. 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, which shall be licensed to practice in the State of Georgia.
16. 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 Facilities Services Unit of the Georgia Department of Education for any project where state funding for the project has been provided in whole or in part under the Capital Outlay Program.

OWNER

ARCHITECT

Local Board of Education

Firm:

Date: _____

Date: _____