

REQUEST FOR PROPOSALS
Design Professional Services
for
Carroll County Administration Facility

The CARROLL COUNTY BOARD OF COMMISSIONERS, as "Owner" or the "County," is seeking Proposals from firms interested in providing design professional services for a project to build a Administration Facility. These Instructions ("Instructions") seeks to select the most qualified provider of the above-mentioned services. Owner reserves the right to reject any or all proposals, and to waive technicalities and informalities at the discretion of Owner.

RESTRICTION OF COMMUNICATION: Other than responses to the Owner's designee as required herein, from the issue date of these Instructions until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Selection Committee or the County elected officials, employees or agents, except for submission of questions and proposals as instructed in these Instructions, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the Proposal of the offending proposer.

1. GENERAL PROJECT INFORMATION GENERAL PROJECT INFORMATION

Project Background:

The County desires to design and construct a new County Administration Facility, consisting of one or more buildings up to 70,000 square feet and ancillary parking. The Facility is anticipated to house the following essential departments of the County. The Design Professional selected shall assist the Owner with the evaluation of the available sites and selection of final site.

Project Delivery Method:

The delivery method for this Project will be construction manager at-risk (CM/GC), and, at a minimum, will employ the services of a Design Professional, in addition to the services of a CM/GC.

Project Budget

The preliminary stated (construction) cost limitation (SCL) for the Project is estimated to be \$21,000,000.00. The final SCL may differ due to actual program requirements, funding, and other circumstances.

Project Schedule:

Design is anticipated to start in the second quarter of 2022 with the completion of construction documents by the fourth quarter. Construction will start sometime thereafter. The start of construction is contingent on the availability of funding. Construction duration to reach Material Completion is estimated at approximately 18 months. *(All of the dates above are estimates which are subject to change.)*

Design Professional Requirements

The Owner is seeking the services of an architectural firm (the "Design Professional" or "DP") to provide all design services, including the development of plans and specifications. The DP will perform programming and provide the complete schematic, design development, and construction documents and will be expected to attend design review meetings every two weeks throughout design. In addition, the DP will provide construction contract administration services which include, but are not limited to, attendance at bi-weekly OAC meetings. This should represent the scope of work included in the project.

The successful Design Professional will be expected to contract with the Owner in a timely manner. The offering firm shall be the primary contracting firm as the individual firm held responsible for fulfilling all contractual obligations. The primary contracting firm shall perform a minimum of 50% of the architectural design services (exclusive of engineering and specialty consultants) in-house. The Project will be constructed by a general contractor to be selected and contracted with separately by the Owner. It is expected the Design Professional will work closely with the selected contractor and any other consultants engaged by the Owner and in the best interest of the Owner and the project.

2. SELECTION PROCESS

Review of the proposals will be made by a Selection Committee consisting of representatives of the Owner and possibly a third party representative (i.e., another County representative, Consultant, etc.). The Selection Committee will receive and review proposals submitted in response to these Instructions using the criteria listed below and may conduct interviews of finalists. The Selection Committee will make a recommendation to the Carroll County Board of Commissioners who shall make the final selection. The Board of Commissioners will hear presentations of the top finalist(s).

Criteria for the Evaluation of Project Proposals

- 50% Factor:* Experience and Qualifications: Stability of the firm, including the firm's corporate history, growth, resources, form of ownership, litigation history, financials, etc. Firm's relevant project experience and qualifications, including the demonstrated ability of firm in creating effective design of projects comparable in complexity, size, and function to the contemplated hereby. Experience with owners such as the County and/or other local governments. This includes relevant experience and qualifications of the principal Design Professional(s) and lead staff, and evidence of relevant competencies for this project. Evaluators may also consider personal or agency past experience with firms.
- 30% Factor:* Methodology Presented: The firm's ability to assure success to complete the project within the time and cost budgeted. The firm's presentation of the proposed design Plan, and the committee's overall impression of the firm and key team members (lead designer, project manager, project director, project executive, etc.)
- 10% Factor:* Firm's suitability to provide services for project, including the firm's apparent fit to the project type and/or needs of the Owner, any unique qualifications for the project, current and projected workloads, the proximity of office to project location and/or the ability for the firm's representative to arrive on location in a timely manner as needed, non-discrimination policies, and record of addressing public safety, social, environmental concerns, accessibility for persons with disabilities and special needs, and special services for project-related concerns.
- 10% Factor:* Previous Performance of the firm including level of quality of the services of the firm to previous customers, customer's statements of that quality, the firm's ability to meet established time requirements, the firm's response to project needs during design and construction, the firm's control of design schedule, quality and budget. The Selection Committee may use references from stakeholders from previous projects of the finalists, among other information as necessary.

3. SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. All times indicated are prevailing times in Carroll, Georgia. The Owner reserves the right to adjust the schedule as needed.

	DATE	TIME
Issuance of RFP	March 2, 2022	2:00 PM
Deadline for submission of written questions and requests for clarification	March 22, 2022	2:00 PM
County responds to written questions	March 24, 2022	2:00 PM
Deadline for submission of Proposals	March 31, 2022	2:00 PM
Interviews of finalists by Selection Committee and recommendation to Board of Commissioners	April 2022	TBD
Presentations by top finalists to BOC and discussion at Work Session; submission of fee proposals	April 28, 2022	4:00 PM
BOC makes selection	May 3, 2022	6:00 PM

4. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

It is the responsibility of each proposer to examine the entire Instructions, to seek clarification in writing, and review their submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The Owner reserves the right to ask for additional information from all parties who have submitted Proposals. Questions about any aspect of the Instructions, or the project, shall be submitted in writing via e-mail to:

**Sunday Cook
Public Works Purchasing Analyst
Carroll County Public Works Office
34 Horsley Mill Road
Carrollton, Georgia 30117
scook@carrollcountyga.com**

The deadline for submission of questions relating to the Instructions is the time and date shown in the Schedule of Events. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled, and answers will be delivered to all proposers.

5. INSTRUCTIONS FOR PREPARING PROPOSALS

Interested firms shall submit the complete proposal package to Carroll County Public Works Office at 34 Horsley Mill Road, Carrollton, Georgia 30117 on or before **2:00 p.m.** Eastern Standard Time on **March 31, 2022**. After which time and date they will no longer be accepted. Late proposals will be returned unopened and will not be considered. To be accepted, all proposals must be submitted in a sealed package marked "**Proposal for Design Services for Carroll County Administration Facility.**" **Ten (10) copies of each proposal must be forwarded or delivered to:**

**Sunday Cook
Public Works Purchasing Analyst
Carroll County Public Works Office
34 Horsley Mill Road
Carrollton, Georgia 30117
scook@carrollcountyga.com**

(The entire response shall not exceed **50 pages**. All pages count, no exceptions.) Proposals of more than one firm shall not exceed the page limits. Emphasis should be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that proposers follow the format and instructions outlined below. The County reserves the right to request follow-up information or clarification from any and all proposers under consideration.

THIS SUBMITTAL SHALL NOT INCLUDE THE FEE PROPOSAL. THE FEE PROPOSAL SHALL ONLY BE DELIVERED BY TOP FINALISTS TO THE COUNTY ATTORNEY IN A SEPARATE SEALED ENVELOPE AFTER PRESENTATIONS TO THE BOARD OF COMMISSIONERS IN ACCORDANCE WITH SECTION 9 BELOW.

PROPOSALS (DELIVERABLES “A,” “B,” and “C”)

A. Description and Resources of Firm

A1 - Provide basic company information: Company name, address, name of primary contact, the year the company was established, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which the project will be managed, its proximity to the project site, the year the local office was established and the number of persons staffing that office and their disciplines. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the proposer a sole proprietorship, partnership, corporation, limited liability company (LLC), joint venture, or other structure?

A2 - Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.

A3 - Has the firm or any of its principals been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Contractors. List any active or pending litigation and explain. Proposers with current pending litigation regarding projects and/or current or past litigation with the County will not be eligible.

A4 - Provide name of insurance carrier, types and levels of coverage, and deductible amounts per claim.

A5 - List the firm's annual revenue for each of the past 5 years. Provide a copy of the most recent firm's audited financials if available; or if not available provide the Income Statement and Balance Sheet for most recent fiscal year end.

A6 - Supply financial references and main banking references.

A7 - Has the firm ever been removed from a design services contract or failed to complete a contract as assigned?

A8 - Provide the firm's Federal Employer Identification Number on an IRS Form W-9.

A9 - Firm has all the necessary, valid and current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed. Provide copies of relevant licenses. (i.e., Registered Architect, Professional Engineer, etc.)

A10 - Complete the Certification Form (**Exhibit "A"** enclosed with Instructions), and provide a notarized original with response as section "A10" of the firm's Proposal.

A11 - Complete and submit the "Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)" (**Exhibit "B"**) with response as Section "A11" of the firm's Proposal. Failure to submit this form with Proposal will result in the firm being eliminated from consideration for this project.

A12 - Complete and submit the "Disclosure Statement" (**Exhibit "C"**) with response as Section "A12" of the firm's Proposal.

B. Experience and Qualifications

B1 - Provide professional qualifications and description of the level of experience for principal Architect or Engineer personnel in the design of projects similar to this project. All Consultants should provide a similar level of information particularly any specialized engineers or designers that may be on the team. Please provide detailed information on the exact proposed design team and their relevant experience.

B2 - Provide information of the firm's experience on projects of similar type, size, function, and complexity. Describe no more than ten (10) in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand. (If a project listed was performed by an employee that previously worked at another firm, please indicate as such.) For each project, the following information should be provided:

- a. Project name, location and dates during which services were performed.
- b. Project delivery method (e.g., construction manager at risk, design-build, or design-bid-build).
- c. Brief description of project and physical description (final construction cost, square footage, number of stories, site area).
- d. Services performed by your firm. Identify the key personnel that participated in the project and state whether or not they are still with the firm.
- e. Owner's stated satisfaction in design and service of your firm.
- f. Owner's current contact information.
- g. Contractor's current contact information.
- h. Provide construction budget and final construction cost for each project.
- i. Describe in detail the reasons for any cost increases that may have occurred (Change orders, unforeseen conditions, Owner directed scope increases, errors/omissions, etc).

C. Statement of Suitability

C1 - Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

C2 - Describe non-discrimination policies and the firm's record and methodologies of addressing public safety, social, environmental, historical preservation, accessibility for persons with disabilities and special needs, or other related concerns.

C3 - Provide evidence of experience and proficiency with design of public buildings with regard to the areas of public safety, accessibility for persons with disabilities and special needs, and environmental concerns.

D. Qualifications and Experience of Proposed Project Team

D1 - Describe your firm's proposed organization for the design team. Please designate all specific individuals and their roles on your team by submitting an organizational chart for the project: At a minimum, the project organization chart shall show the names of key designers and staff; descriptions of responsibilities for all proposed staff.

D2 - Please provide for each of the above personnel current resumes listing relevant project experience and percentage of the person's time to be committed to this project.

D3 - Please identify the individual who, from project start to finish, will be the leader of your team and the principal point of contact between your firm and the Using Agency. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection.

D4 - Provide examples of your team's recent experience in similar projects, including the following information:

a. Provide detailed information on the three most recent relevant projects your firm has completed with proposed team members working together. Include the total value of the project, dates of the project, quantity of change orders or amendments to the contract and net total cost increase. Summarize the actual schedule performance relative to the initial project schedule. For each project, provide the name of Client's representative (with a current phone number) who is most familiar with your performance on the project. Summarize successes achieved and problems encountered with the project.

b. Provide a reference from the Client and any other stakeholders (with current phone numbers) familiar with your performance on each of the above projects.

c. List the individuals who served as the Principal Architect/Executive/Director, lead designers, project manager, and other key roles on the projects. Please note whether these individuals are still employed with your firm. Identify and provide detailed information on projects in which all or any combination of members of the proposed team has worked together on.

d. Provide detailed information on the level of experience team members have incorporating environmentally friendly/sustainable designs and principles into past projects, if applicable.

D5 – Subconsultants - All subconsultants shall be subject to the prior approval of the Owner. Please provide qualifications of proposed subconsultants, including resumes.

E. Design Plan

E1 - Provide a statement of your definition of your firm's proposed overall role in this project, your anticipated level of management responsibility and accountability for project concerns. Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with the Using Agency and others as applicable. Provide detailed procedures for routine solving of complex project issues without compromising your team commitments. Provide your proposed methods and plans of communication.

E2 - Provide your proposed timeline covering the scope of design, and a detailed work plan for the

project. Each milestone must include the detailed steps describing the tasks to be done. Describe systems and procedures your firm uses to manage the design schedule. Describe alternatives that may be explored to shorten the schedule.

E3 - Please explain your process for construction administration.

E4- Provide your detailed plan for applying sustainable design and principles into the project or any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.

Be sure to include the following completed exhibits in your submission. (Forms located at the end of this document):

- Exhibit A – Certification Form.
- Exhibit B – Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)
- Exhibit C – Disclosure Statement.

6. CONTRACT INFORMATION

Upon completion of evaluations by the committee, and the determination that the project is feasible and acceptable to the County, a AIA B101-2017 document with the Contract Addendum attached hereto as **Exhibit “D”** will be executed between the selected firm and the County. Firms are encouraged to review and become familiar with the terms and conditions of this contract and addendum. Owner does not intend to modify any language contained in general terms and conditions of the contract and addendum, and any significant exceptions proposed by a firm could lead to a firm being deemed non-responsive.

7. INTERVIEW / PRESENTATION TO SELECTION COMMITTEE

Interview Format

Firms selected to make presentations to the Selection Committee shall be notified of a place and time for the interview session.

The interviews will last a total of 30 minutes (20 minutes for the presentation, 10 minutes reserved for questions and answers). The Selection Committee will consist of representatives and agents of the Owner.

- The presentation may involve visual aids, along with the oral presentation.
- Electronic presentations, such as PowerPoint presentations are allowed.
- Firms are not allowed to address any questions, prior to the interview, to anyone other than the designated contact.

Any requests for electronic equipment of visual aids must be requested at least one business day prior to the meeting by notifying the County Purchasing Agent listed above.

Interview Requirements

The primary intent of the formal interview process is to provide the Selection Committee with in-depth and clarifying information about the firm. Information provided should assist the Selection Committee in making an informed decision as to the proposer best suited for the work.

Firms should focus their presentations on:

- a. Specific roles of your team members
- b. Describing their detailed plan for designing and administrating the construction, schedule, and quality on the project

- c. Unique characteristics or services the firm offers

Firms are discouraged from reviewing general company history and past experience as submitted in Project Proposals unless this information is particularly relevant to the presentation. All key personnel should be present at the interview to discuss how the team will successfully complete the project.

Evaluation by Selection Committee

Upon completion of the evaluation and interview process by the Selection Committee, the firms will be ranked in descending order of recommendation.

8. Final Selection by Board of Commissioners

The final selection of the Design Professional shall be approved by the Board of Commissioners in its sole discretion. Presentations by finalist(s) before the Board of Commissioners shall be made at the time set forth in the Schedule of Events.

9. Fee Proposal; Negotiations

The top finalists recommended by the Selection Committee to the Board of Commissioners must only put their fee proposal in a SEPARATE SEALED ENVELOPE marked "FEE PROPOSAL" to be hand-delivered only to the County Attorney after the finalist's presentation to the Board of Commissioners.

The proposer's fee proposal shall not be considered by the Selection Committee during its evaluation.

After selection of the best qualified firm, negotiations will then be initiated with the best-qualified firm to finalize the terms and conditions of the contract, including the fee proposal. In the event a satisfactory fee agreement cannot be reached with the highest ranking firm, the Owner will terminate the negotiations and enter into negotiations in turn with the second highest ranking firm and so on until a mutual agreement is established and the Owner awards an design services contract.

10. Additional Terms and Conditions to the Instructions

Submittal Costs and Confidentiality

All expenses for preparing and submitting proposals are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals "proprietary" or "confidential," or any other designation of restricted use will not protect the information from public view.

Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Owner and a party containing such terms and conditions as are negotiated between those parties. The Owner reserves the right to waive non-compliance with any requirements of these Instructions and to reject any or all proposals submitted in response. Upon receipt and review of proposals, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached and in the course of doing so may use ideas expressed in any proposal.

Evaluation of Proposals

Evaluation of Proposals will be conducted by a committee consisting of various project stakeholders. Based upon the predetermined rating criteria contained in the Instructions, the committee will assign a composite rating to the deliverables of each proposal submitted. Proposers understand and accept that by responding to this solicitation they are willingly participating in a process that consists to some degree of subjectivity on the part of selection committee members in determining the firm(s) capable of providing the best overall solution.

Joint-Venture Proposals

Owner does not desire to enter into "joint-venture" agreements with multiple firms.

Statement of Agreement

With submission of a proposal, the Proposer agrees that he/she has carefully examined the Instructions, and the Proposer agrees that it is the Proposer's responsibility to request clarification on any issue(s) in any section of the Instructions with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a proposal, the Proposer hereby certifies:

(a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Proposer has not directly or indirectly included or solicited any other Proposer to put in a false or insincere proposal; (c) that Proposer has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

Debarred, Suspended or Ineligible Firms

Contracts will not be executed and bids or proposals will not be solicited or considered from debarred, suspended or ineligible persons or firms during the period of debarment.

EXHIBIT A
CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____
(title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Instructions is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer has not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five years been defaulted in any federal, state, or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner and/or Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner may contact any individual or entity named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq. by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300- 10-1-.01: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing the Owner to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me
This ___ day of _____, 2022.

Name:
Title:

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

EXHIBIT "B"

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any Contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 2022 in _____ (County), Georgia.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me
this ____ day of _____, 2022.

Notary Public
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT C
DISCLOSURE STATEMENT

All proposers should be aware that the project you are submitting a proposal on is a public project, and Carroll County Board of Commissioners (Owner) is a local government. Pursuant to the state and local laws, rules and regulations, Owner shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and Owner.

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to Owner within the prior one-year period.

3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with Owner.

This Disclosure Statement should be dated and signed by an authorized signatory for the Proposer and submitted with the Proposer's Submittal.

Name of Firm

Authorized Signature

Date

EXHIBIT "D"

CONTRACT ADDENDUM

ADDENDUM TO AIA DOCUMENT B101 2017
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
CARROLL COUNTY, GEORGIA, ACTING BY AND THROUGH ITS
BOARD OF COMMISSIONERS, AS OWNER
AND _____, AS ARCHITECT

This Addendum amends, modifies, deletes and supplements AIA Document B101 – 2017, Standard Form of Agreement Between Owner and Architect (hereinafter the "Agreement"). In the event of any conflict between any of the terms of this Addendum and any of the other terms and conditions of the Agreement, this Addendum shall govern and control. All provisions of the Agreement not amended, modified, deleted or supplemented herein shall remain in full force and effect.

ARTICLE 1
INITIAL INFORMATION

(1) Section 1.2 Make the following changes to Section 1.2: In the second and third sentences, delete "shall" and substitute "may," and delete the period at the end of each sentence and add ", if applicable."

Article 2
ARCHITECT'S RESPONSIBILITIES

(2) Section 2.1 Add the following sentences to the end of Section 2.1. "Notwithstanding the foregoing, Architect is not authorized to hire other design professionals unless doing so was expressly included in the scope of this Agreement, or this Agreement is appropriately modified by Change Order to include the hiring of other expressly identified design professionals. The Architect shall also satisfy the requirements for the lawful practice of architecture in the State of Georgia."

(3) Section 2.2 of the Agreement is amended to read as follows: "The Architect shall perform its services consistent with the highest professional skill and care ordinarily provided by architects practicing in the Atlanta metropolitan area who practice architecture in connection with commercial projects including fire stations and other government facilities. The Architect's services shall be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work."

(4) Section 2.5 is amended to read as follows: "The Architect shall maintain the insurance specified in this Agreement either below or in other documentation included herewith."

(5) Section 2.5.4 is amended to read as follows: "The Architect shall provide insurance coverage in accordance with all requirements of the attached Exhibit "1." The Architect shall furnish proof of the required coverage prior to commencing performance of this Agreement. In the event Architect retains any subcontractor or engineering consultant to perform any Work under this Agreement, any such subcontractor or consultant shall comply with the terms and

conditions of this Paragraph, and shall have and maintain the same coverage, under the same terms and conditions, as Architect."

(6) Sections 2.5.1 - 2.5.7 are hereby deleted.

(7) A new Section 2.6 is added to the end of Article 2:

"All subconsultants of the Architect shall be subject to the prior written approval of the Owner."

ARTICLE 3

SCOPE OF ARCHITECT'S BASIC SERVICES

(8) Section 3.1.1 Add the phrase "consult with Owner," after the word "services" in the first sentence.

(9) Section 3.1.2 Make the following change to Section 3.1.2:

In the third sentence, after "shall" add "thoroughly review the services and information for completeness and sufficiency and".

(10) Section 3.1.6 Delete Section 3.1.6 in its entirety and substitute the following:

"3.1.6 The Architect shall furnish and submit substantially completed construction documents to all governmental agencies having jurisdiction over the Project, shall assist the Owner in securing their approval, and shall incorporate changes in the Construction Documents as may be required by such authorities."

(11) Add the following new Sections 3.1.7 and 3.1.8 to the end of Section 3.1:

"Section 3.1.7. The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the Basic Services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes."

"Section 3.1.8. The Architect is responsible for assisting the Owner with the selection of the final site for the Project, including without limitation the evaluation and review of due

diligence such as geotechnical and soils reports. The Architect shall prepare renderings for the sites under consideration by the Owner. The Architect shall make presentations of the renderings and provide its recommendations to the Owner. The Architect shall attend meetings with elected officials and staff for planning and determining space needs of the Owner."

Section 3.2 SCHEMATIC DESIGN PHASE SERVICES

(12) Section 3.2.2 Make the following change to Section 3.2.2:

In the second sentence, after the word "Architect" add "shall review such information to ascertain that it is consistent with the requirements of the Project and".

Section 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

(13) Section 3.4.2 Delete Section 3.4.2 in its entirety and substitute the following:

"Section 3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner."

(14) Section 3.4.6 is added to the Agreement to provide as follows: "Notwithstanding any other provision of this Agreement, the Architect acknowledges and agrees that approval by the Owner of any Schematic Design Documents, Design Development Documents or Construction Documents shall in no manner whatsoever relieve Architect of responsibility for the adequacy, fitness, completeness, suitability, and correctness of the architectural and engineering design."

Section 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

(15) Section 3.5.1 Make the following change to Section 3.5.1:

In the first sentence, delete the period at the end of the sentence and add "which may include the development and implementation of a prequalification process."

(16) Section 3.5.2.3 is amended to delete the phrase "as an Additional Service".

(17) Section 3.5.3.3 is amended to delete the phrase "as an Additional Service".

Section 3.6 CONSTRUCTION PHASE SERVICES

Section 3.6.1 GENERAL

(18) Section 3.6.1.1 of the Agreement is amended to read as follows: "Unless otherwise provided in this Agreement or in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in AIA Document A201 –

2017, General Conditions of the Contract for Construction, as amended by the Owner, which is incorporated herein by reference for the sole purpose of setting forth the Architect's duties to the Owner. Should any of the provisions set forth herein conflict with said AIA Document A201, the provisions set forth herein shall prevail."

(19) Section 3.6.1.2 of the Agreement is amended to read as follows: "The Architect shall be a representative of the Owner during construction, and shall advise and consult with the Owner as appropriate. Instructions to the Contractor shall be forwarded through the Architect save and except the Owner reserves the right to communicate directly with the Contractor as the Owner may deem appropriate. The Architect shall have the authority, and be obligated, to act on behalf of the Owner to the extent provided herein and in the Contract Documents unless otherwise modified by written instrument. At the time this Agreement is executed, the Architect shall designate in writing to the Owner the name of one employee or principal of the Architect who is authorized to act, and who will act, as the Architect's representative with respect to any and all communications by and between the Architect and the Owner. The Architect further agrees to furnish to the Owner, at the Owner's request, true and correct copies of any and all written communications by and between the Architect and the Contractor as well as any and all other documents and things in possession or control of the Architect which in any manner relate to the Project."

(20) Add the following new Section 3.6.1.4 to the end Section 3.6.1:

"Section 3.6.1.4 the Architect shall be responsible for conducting progress meetings as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner."

(21) Section 3.6.2.1 of the Agreement is amended to read as follows: "The Architect shall inspect the site periodically to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect shall keep the Owner informed of the progress and quality of the Work, and shall inform the Owner regarding defects and deficiencies in the Work of the Contractor."

(22) The first sentence of Section 3.6.2.2 of the Agreement is amended to read as follows: "The Architect shall reject Work that does not conform to the Contract Documents."

(23) Section 3.6.2.3 of the Agreement is amended to read as follows: "The Architect shall interpret matters concerning performance under, and the requirements of, the Contract Documents on request of the Owner. The Architect's response to such requests shall be made in writing within time limits agreed upon or otherwise with reasonable promptness."

(24) Section 3.6.2.4 of the Agreement is amended to read as follows: "Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance of the Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. The Architect shall not be

liable for interpretations and decisions made in good faith and in accordance with the applicable standard of professional care."

(25) Section 3.6.2.5 of the Agreement is deleted in its entirety.

(26) Section 3.6.3.1 of the Agreement is amended to read as follows: "Before issuance of the initial Certificate for Payment, as provided hereinafter, the Architect shall have received and approved for reasonableness the Contractor's Schedule of Values. Such approval shall constitute a certification by the Architect that it has reviewed and considered the Schedule of Values, has found the Schedule of Values to be in adequate detail to give this certification, and that the values allocated by the Contractor to the various portions of the Work are, or reasonably appear to be, accurate and balanced in relation to each other. The Architect shall determine the amounts owing to the Contractor based on inspections at the site, on evaluations of the Contractor's Application for Payment in light of the quality, and timeliness of its performance as measured against the approved Schedule of Values, and on any other relevant facts or circumstances known to the Architect, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents. Said Applications, however, shall be subject to final approval by the Owner."

(27) Section 3.6.3.2 of the Agreement is amended to read as follows: "The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based upon the criteria set forth hereinabove that the Work has progressed to the point indicated; that the quality of the Work is in accordance with the Contract Documents (subject to any specific qualifications stated in the Certificate for Payment); and, that the Contractor is entitled to payment in the amount certified."

Section 3.6.4 SUBMITTALS

(28) Section 3.6.4.2 Make the following changes to Section 3.6.4.2:

Delete the first sentence of Section 3.6.4.2 in its entirety and substitute the following:

"The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review."

In the original second sentence of Section 3.6.4.2, delete the words "or performance".

(29) Section 3.6.4.5 Make the following change to Section 3.6.4.5:

Add ", including a submittal log," after "The Architect shall maintain a record of submittals".

Section 3.6.5 CHANGES IN THE WORK

(30) Section 3.6.5.1 Add the following sentence to end of Section 3.6.5.1:

"If the Architect and the Owner determine that the implementation of the requested change would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change."

(31) Section 3.6.5.2 Add the following provisions to the end of Section 3.6.5.2:

"Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents."

ARTICLE 4 **ADDITIONAL SERVICES**

(32) Section 4.2.2.4 Make the following change to Section 4.2.2.4:

Before the semicolon insert ", provided such claims are not the result of the Architect's action, inaction, errors, or omissions"

(33) Section 4.3.1.8 of the Agreement is amended to read as follows: "Preparation for and attendance at a dispute resolution proceeding or legal proceeding, except where The Architect is a party thereto or where the performance of the Architect is in issue."

(34) Section 4.4.2.4 of the Agreement is amended by the addition of the following provision: "Notwithstanding any other provision herein, the Architect shall not be entitled to additional

compensation to the extent any delay in achieving Substantial Completion or Final Completion is caused by the Architect."

ARTICLE 5
OWNER'S RESPONSIBILITIES

(35) Section 5.2 Make the following change to Section 5.2:

In the first sentence, after "The Owner" add ", with Architect's assistance,"

(36) Add the following new Section 5.3.1 to the end of Section 5.3:

"Section 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a change in Services. The Architect must so notify the Owner of all changes in Services in writing and receive written approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or changes in Services without such written approval by Owner.

(37) Section 5.5 Make the following changes to Section 5.5:

In the first sentence, delete "shall" and substitute "may".

Add the following sentence at the end of Section 5.5:

"The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party."

(38) Section 5.8 Make the following change to Section 5.8:

In the third sentence, delete "shall" and substitute "may".

(39) Section 5.9 Make the following change to Section 5.9:

At the beginning of this sentence, insert "Unless otherwise provided in this Agreement,"

(40) Section 5.11 Add the following sentence to the beginning of Section 5.11:

"The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect."

(41) Section 5.15 Remove Section 5.15 in its entirety.

ARTICLE 6 **COST OF WORK**

(42) Section 6.1 Delete the second sentence of Section 6.1 in its entirety.

(43) Section 6.5 Remove the phrase "shall cooperate with the Architect in making such adjustments" and replace with "may cooperate with Architect in making such adjustments, at its sole discretion."

(44) Section 6.7 Delete Section 6.7 in its entirety and substitute the following:

"Section 6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6."

ARTICLE 7 **COPYRIGHTS AND LICENSES**

(45) Section 7.1 of the Agreement is amended to read as follows: "Drawings, Specifications and any and all other documents and instruments prepared by the Architect, shall, upon receipt and approval by the Owner, become and remain the property of the Owner whether or not the Project of which they are made is executed; provided, however, the Owner shall pay the Architect any and all sums due under this Agreement for said documents and instruments. Any reuse of such documents and instruments without the written agreement of the Architect will be at the Owner's sole risk and without liability or legal exposure to the Architect; and, the Owner shall indemnify and hold harmless the Architect from any claims, losses, damages, and expenses arising from such reuse."

(46) Sections 7.2, 7.3, 7.3.1 and 7.4 of the Agreement are deleted in their entirety.

ARTICLE 8 **CLAIMS AND DISPUTES**

(47) Section 8.1.2 of the Agreement is deleted in its entirety.

(48) Section 8.1.3 of the Agreement is amended by the addition of the following provision: "Notwithstanding any other provision herein, the Owner does not waive any claims for delay damages arising out of any failure by the Architect to timely perform any of its obligations under this Agreement nor does the Owner waive any right to recover damages paid or incurred by the Owner to third parties to the extent such damages, or any part thereof, are caused by any breach of this Agreement or any wrongful act or omission of the Architect."

(49) Section 8.2.4 of the Agreement is amended to read as follows: "If the parties do not resolve a dispute through mediation pursuant to Section 8.2 of this Agreement, the method of dispute resolution shall be litigation in the Superior Court of Carroll County, Georgia only."

(50) Sections 8.3, 8.3.1, 8.3.1.1, 8.3.2, 8.3.3, 8.3.4, 8.3.4.1, 8.3.4.2, and 8.3.4.3 of the Agreement are deleted in their entirety.

ARTICLE 9 **TERMINATION OR SUSPENSION**

(51) Section 9.1 Make the following changes to Section 9.1:

In the first sentence, after "If the Owner fails to make payments to the Architect" add "of undisputed amounts". In the third sentence, after "In the event of a suspension of services," add "in accordance herewith".

(52) Section 9.2 Make the following changes to Section 9.2:

In the first sentence, after "If the Owner suspends the Project" add "for more than 30 consecutive days".

(53) Section 9.6 Make the following changes to Section 9.6:

Delete "costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements".

(54) Section 9.7 of the Agreement is amended to read as follows: "Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated. Upon termination for the Owner's convenience, the Architect shall not be entitled to profit on the value of the services not performed by the Architect."

(55) Section 9.9 of the Agreement is amended to read as follows: "The Owner's rights to use the plans, specifications, and other instruments of service are set forth in amended Section 7.1 hereinabove."

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

(56) Section 10.1 Make the following changes to Section 10.1:

Remove the last sentence referencing arbitration in its entirety.

(57) Section 10.3 Add the following sentence to the end of Section 10.3:

The Architect shall execute all consents reasonably required to facilitate such assignment.

(58) Section 10.6 Add the following sentence to the end of Section 10.6:

"The Architect shall immediately report to the Owner the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers."

(59) Section 10.8.1 Remove the phrases "after 7 days' notice to the other party," and "arbitrator's order" from Section 10.8.1.

SECTION 11 **COMPENSATION**

(60) Section 11.7 Delete Section 11.7 in its entirety and substitute the following:

"Section 11.7 The Architect's rates and multiples for services as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner."

Section 11.9 Architect's Insurance

(61) Section 11.9 Delete Section 11.9 in its entirety.

(62) Section 11.10.1 of the Agreement is deleted in its entirety.

(63) Section 11.10.1.2 of the Agreement is deleted in its entirety.

(64) Section 11.10.2.1 Delete Section 11.10.2.1 in its entirety and substitute the following:

"Section 11.10.2.1 Payments are due and payable thirty (30) days from the receipt of the Architect's invoice by the Owner."

(65) Section 11.10.3 of the Agreement is amended to read as follows: "No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors. However, the Owner reserves the right to withhold payments to the Architect for losses connected with the Project caused by the negligent errors, omissions, delinquencies or wrongful acts of the Architect in performing its duties under this Agreement. Upon receipt of written request from the Architect, the Owner agrees to discuss the amounts and reasons for which the payments are withheld, to include the participation in mediation with a neutral third party to assist in resolving the issues involved."

ARTICLE 12
SPECIAL TERMS AND CONDITIONS

(66) Section 12.1 shall be inserted in the Agreement to provide as follows: "Notwithstanding any other provision of this Agreement, the Architect shall indemnify and defend the Owner for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Architect or other persons employed or utilized by the Architect in the performance of the Agreement."

ARTICLE 13
SCOPE OF THE AGREEMENT

(67) Add the following Section to 13.2

"Section 13.2.4 Other documents included by the Owner in the solicitation requesting expressions of interest, and the contract award to Architect."

EXHIBIT "1" TO ADDENDUM

INSURANCE REQUIREMENTS

(i) The Architect shall provide and maintain in force with responsible companies with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class VIII or larger and licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and satisfactory to Owner the following minimum insurance coverage:

(a) Errors and Omissions Professional Liability Insurance having minimum limits of \$5,000,000 per occurrence and in the aggregate (including excess coverage), with a deductible not in excess of \$150,000 per occurrence and in the aggregate (claims made basis);

(b) Worker's Compensation (statutory amount);

(c) Employer's Liability (\$500,000 per accident or disease);

(d) Commercial General Liability (2013 ISO Occurrence Form or equivalent) (occurrence basis) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<i>Coverage</i>	<i>Limit</i>
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury and Advertising	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. Fire Legal	\$1,000,000 per Occurrence
6. Blasting and Explosion	\$1,000,000 per Occurrence *
7. Collapse of Structures	\$1,000,000 per Occurrence *
8. Underground Damage	\$1,000,000 per Occurrence *
9. General Aggregate	\$2,000,000

* Required during any construction period.

Notwithstanding the foregoing, consultants of the Architect shall only be required to have \$2,000,000 General Aggregate Limits.

(e) Commercial Automobile Liability (owned, non-owned, and hired vehicles) (occurrence basis):

combined single limit\$1,000,000;

and

(f) Commercial Umbrella Excess Liability (occurrence basis):

per occurrence\$2,000,000;

aggregate\$5,000,000

(ii) The Commercial General Liability and Umbrella Excess Liability policies shall cover the contractual liability assumed by the Architect under its respective Design Agreement. The general aggregate limit shall apply separately to each project. The Commercial General and Umbrella Excess Liability policies shall include endorsements naming Owner and its respective officers, members, agents, and employees, as additional insureds, but only with respect to claims arising out of services or performance under or its respective Project contract for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq., is not the exclusive remedy.

(iii) The Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Commercial Umbrella Excess Liability Insurance shall provide coverage for the Architect for acts or omissions of it and its representatives who may be engaged in performing any Design Services.

(iv) All insurance policies of the Architect shall be primary and non-contributing. All insurance policies shall provide for 30 days' prior written notice of cancellation, expiration, or modification to Owner.

(v) The Errors and Omissions Professional Liability Insurance shall cover all liability arising out of or based upon any negligent design, engineering, professional, or architectural services performed by the Architect (and its respective officers, directors, employees, or agents) under the Architect's respective contract. Said insurance shall have a retroactive date prior to the performance of any such services to be provided under the Architect's respective Project contract, shall have a policy period extending through the termination or expiration of the Architect's respective Project contract, and shall have an extended discovery period of five years following the termination or expiration of the Architect's respective Project contract.