

**GEORGIA POWER COMPANY**  
**CHARGING STATION LICENSE AGREEMENT**

Lowndes County, Georgia ("Licensor"), and GEORGIA POWER COMPANY, a Georgia corporation ("GPC"), hereby enter into this **Charging Station License Agreement** (the "License") as of April 12, 2022 (the "Effective Date"). In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and GPC (collectively, the "Parties") acknowledge and agree as follows:

**PART 1 LICENSE GRANT; COVENANTS**

**1.1 Premises; License Area.** Licensor is the fee owner of the property located at 327 North Ashley Street, Valdosta, Georgia and further described or depicted in **Exhibit A** attached hereto (the "Premises"), and Licensor grants to GPC a license to use that portion of the Premises identified in **Exhibit A** (the "License Area") for the Charging Station (defined in Section 3.1). At GPC's election, GPC may record this License or a memorandum of this License in the real property records. Licensor acknowledges that GPC will make substantial expenditures to install the Charging Station in reliance upon the terms of this License.

**1.2 Use of Other Portions of the Premises.** During the Term (as defined in Section 2.1), Licensor also grants to GPC: (i) a general ability to use the Premises for access to and from the License Area for construction, installation, maintenance, repair, operation and use of the Charging Station; (ii) the right, but not the obligation, to provide GPC's customers access to the License Area 24 hours per day, 7 days per week, and 365/366 days per year; and (iii) the rights described in the distribution easement attached hereto as **Exhibit B** which shall be executed by Licensor in order to permit GPC to install, operate, maintain and repair overhead and/or underground electric distribution lines and related facilities (including electric distribution cabinets) in the locations needed to serve the Charging Station.

**1.3 Restrictive Covenants.** During the Term, Licensor agrees that the Premises are subject to the following restrictive covenants: (i) GPC and its customers will have vehicular and pedestrian access to and from the License Area at all times and Licensor will not make or allow any material change to the vehicular or pedestrian access without providing 30 days' prior written notice to GPC; (ii) Licensor will not make or allow any change to the License Area without GPC's prior written consent; and (iii) GPC shall have the exclusive right to provide vehicle charging and support services to drivers of electric plug-in vehicles (each an "EV") and EV-charging-related services at the Premises. Licensor will incorporate item (iii) into all leases, licenses and other grants of rights affecting the Premises.

**PART 2 TERM; FEE; BENEFIT TO LICENSOR; TERMINATION**

**2.1 License Term.** The term of this License (the "Term") will commence on the Effective Date, and unless extended per this Section 2.1 or terminated per Section 2.4, will end on the date which is ten (10) years after the Effective Date. The Term will automatically renew for successive five (5) year periods unless either Party gives written notice to the other Party of its desire to terminate the License at least ninety (90) days before the end of the then-current Term.

**2.2 License Fee.** GPC will pay Licensor One Dollar (\$1.00) per year for the use of the License Area, due and payable upon the execution of this License. If the Term is extended per Section 2.1, GPC will pay Licensor One Dollar (\$1.00) for each year of the extended Term on or before the end of the then-current Term.

**2.3 Benefit to Licensor.** GPC and Licensor acknowledge and agree that GPC's provision of electric vehicle charging services under the License Agreement provides a substantial benefit to Licensor.

**2.4 Termination.** Licensor may immediately terminate this License for cause if GPC fails to perform any License obligation in any material respect, and the breach continues uncured for 30 days after receipt of written notice. GPC may immediately terminate this License upon written notice, for any reason or for no reason. Promptly following expiration or termination, GPC will remove the Charging Station from the License Area and will restore the area to its former condition, excluding ordinary wear and tear. Despite the previous sentence, GPC, with the written permission of Licensor, may cap off and secure, but not remove, any underground electrical wiring or conduit. Upon any termination of this License, both Parties are relieved of any further obligation under this License, except for any obligation that by its nature should survive or may require performance after termination.

**PART 3 CHARGING STATION**

**3.1 Charging Station.** The "Charging Station" includes all EV charging equipment; GPC signage; electrical equipment, meters, hardware, and software; and supporting equipment and structures installed by GPC, including electric distribution cabinets and equipment, concrete pads, and protective bollards. The location of the Charging Station is indicated in **Exhibit A**. GPC (itself or through contractors), at any time and for any reason during the Term, may upgrade, revise, alter, swap, or remove all or part of any charging equipment comprising the Charging Station in the License Area and may perform security assessments and install (or add additional) reasonable security features, including lighting or cameras. Removal of, and failure to replace, all of the Charging Station within one hundred twenty (120) days shall effect termination of the License, provided that GPC shall have an additional one hundred twenty (120) days to replace the Charging Station if GPC's failure to replace within an initial one hundred twenty (120) days is caused by a supplier delay, proof of which is provided to Licensor.

**3.2 Signage.** GPC may paint, place, erect, or project signs, marks, or advertising devices on or about the License Area or elsewhere on the Premises, including signage on or around the Charging Station designating the area "EV Charge Parking Only."

**3.3 Installation.** GPC will retain all ownership rights in the Charging Station throughout the Term. GPC will have the right to remove all or a portion of the Charging Station at any time during the Term or after License termination, whether or not the items are considered fixtures or attachments to the License Area under applicable law. Removal of, and failure to replace, all of the Charging

Station within one hundred twenty (120) days shall effect termination of the License, provided that GPC shall have an additional one hundred twenty (120) days to replace the Charging Station if GPC's failure to replace within an initial one hundred twenty (120) days is caused by a supplier delay, proof of which is provided to Licensor.

**3.4 Operation and Maintenance.** GPC, at its sole cost and discretion, will maintain and operate the Charging Station. GPC, in its sole discretion, will determine the type and amount of user fees and method of payment to GPC. Licensor may not collect any fee for use of the Charging Station. If there are operational or maintenance issues with the Charging Station, Licensor will not undertake any repair; instead, Licensor will promptly contact GPC per Exhibit C attached hereto. GPC does not guarantee uninterrupted or continual operation of the Charging Station and, in its sole discretion, may interrupt operation when necessary.

**3.5 Licensor Obligations.** Licensor, at its sole cost and expense, will take all action necessary to maintain the License Area in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the Premises common areas, including providing lighting and general security for the License Area. Licensor agrees to take reasonable measures (including towing) to discourage non-EV vehicles from parking in the License Area.

**3.6 Property Taxes.** GPC is solely responsible for personal property taxes imposed on the Charging Station.

#### **PART 4 INTELLECTUAL PROPERTY; PUBLICITY**

**4.1 GPC Intellectual Property.** As between the Parties, GPC retains ownership of all of GPC's "Intellectual Property" (each copyright, patent, trademark, service mark, name, logo, design, domain name, trade secret, know-how, and each unique concept, data, or knowledge eligible for legal protection as intellectual property under applicable law). Licensor has, and will obtain, no right in any GPC Intellectual Property. Each reference to GPC in this Section 4 includes its parent, Southern Company, and its affiliates. Any document in any format prepared by or under the direction of GPC in connection with construction, installation, or maintenance of a Charging Station is solely and exclusively GPC Intellectual Property.

**4.2 Publicity.** Licensor may not use GPC's name or any GPC Intellectual Property without GPC's prior written consent. No publication or promotional material may claim or imply that GPC endorses Licensor. Licensor agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Charging Station or in the License Area without GPC's prior written consent. GPC may advise mapping services, vehicle navigation system manufacturers, or smart phone application developers of the existence of the Charging Station at the License Area. To promote and inform the public about the Charging Station, GPC may disclose to the public information about the location of the Charging Station and its status and may use the business name (or project or shopping center name as designated by Licensor) and address of the License Area in promotional materials, websites, and maps. With Licensor's prior written consent, GPC may use Licensor's logo, trademark, or service mark in promotional materials, websites, or maps.

#### **PART 5 LICENSOR REPRESENTATIONS, WARRANTIES AND COVENANTS**

Licensor represents, warrants, or covenants that: (i) it has or will obtain any consent or approval required for Licensor to enter into, grant the rights in, and perform its obligations under, this License, and for GPC to take the contemplated actions with respect to the License Area, from any third party: (a) with an interest in the Premises; or (b) whose consent is required under conditions, covenants, or restrictions documents or declarations affecting the Premises; (ii) there is no lien, judgment, encumbrance, or other impediment of title on the Premises that would adversely affect use of the License Area by GPC per this License; and (iii) it will maintain the Premises free of any lien, judgment, encumbrance, or impediment throughout the Term.

#### **PART 6 INSURANCE**

**6.1 GPC Insurance.** During the Term, GPC will maintain, at its cost and expense, the insurance coverage it is required to maintain by the Georgia Public Service Commission. In all events, GPC will be entitled to self-insure.

**6.2 Licensor Coverages.** Licensor maintains coverages through the Association County Commissioners of Georgia-Interlocal Risk Management Agency ("ACCG-IRMA") including general liability coverage and workers compensation coverage. Upon request during the Term, Licensor will provide to GPC a certificate evidencing its then current coverages.

**6.3. No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be construed to effect a waiver of Licensor's sovereign immunity or any other immunity available to Licensor and/or its agents or employees.

**6.4 Indemnity.** GPC shall indemnify, defend, and hold harmless Licensor from any and all claims, demands, suits, damages, and judgments, resulting from, arising out of, or caused by GPC's construction, installation, maintenance, repair, operation, and/or use of the Charging Station, License Area, and/or Premises to the extent not caused by Licensor, its agents or representatives.

#### **PART 7 BROKERS; ATTORNEYS' FEES; REMEDIES**

**7.1 Brokers.** Each Party represents to the other that it has not dealt with any broker in connection with this License. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty.

**7.2 Attorneys' Fees.** If either Party sues the other for violation of, or to enforce any provision of, this License, the prevailing Party will be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees.

**7.3 Remedies.** Licensor specifically agrees that if the covenants in Section 1 are breached, damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the Parties agree that each covenant will be enforceable in equity. The rights and remedies provided by this License are cumulative and are additional to any right under applicable law or in equity; the use of any right or remedy by a Party does not preclude or waive its right to use any other remedy.

## PART 8 MISCELLANEOUS

**8.1 Relationship of the Parties; Force Majeure.** The Parties are independent contractors in performance of this License. This License: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose; (ii) confers no right or remedy on any person other than the Parties and their respective successors or permitted assigns; and (iii) creates no contractual relationship with, or cause of action for, any third party. Any renewable energy credit, allowance, or other indicator of environmental benefit attributable to presence of a Charging Station on the Premises during the Term belongs to GPC. Rights and obligations in this License are independent from any other agreement between the Parties. Neither Party is responsible for delay or failure in License performance to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

**8.2 Interpretation.** Both Parties were involved in negotiating this License; no rule allowing construction according to authorship applies. Georgia law governs all matters, including torts, relating to this License, without regard to choice of law principles. The Parties will resolve a claim or dispute under this License in a state or federal court sitting in Lowndes County, Georgia, regardless of Premises location; each consents to exclusive jurisdiction and venue in these courts. This License and its exhibits comprise the Parties' final and exclusive expression of their rights and obligations regarding the License Area and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. License provisions that logically should apply beyond License expiration or termination will survive expiration or termination.

**8.3 Modification; Waiver; Assignment; Severability.** No amendment or modification of this License is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this License. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. This License binds and benefits the Parties and their respective heirs, successors, assigns, including successor Premises owners. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that the License binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

**8.4 Notices.** Any notice under this License must be in writing and be delivered either by: (i) personal delivery (effective that date); (ii) prepaid nationally- or internationally recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). The Parties will provide notice as indicated in **Exhibit C**, subject to any update provided by written notice pursuant to this Section 8.4.

*[Remainder of page left blank; signatures appear on following page]*

Each Party agrees to all terms and conditions of this License as of the Effective Date. This License may be executed in any number of counterparts. The Parties may exchange counterparts by facsimile transmission or as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a facsimile or scanned signature is an original signature for all purposes.

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**LICENSOR:**

**Lowndes County, Georgia**

By: \_\_\_\_\_  
Bill Slaughter, Chairman

Attest: \_\_\_\_\_  
Belinda C. Lovern, Clerk

**GPC:**

**GEORGIA POWER COMPANY**, a Georgia corporation

By: \_\_\_\_\_

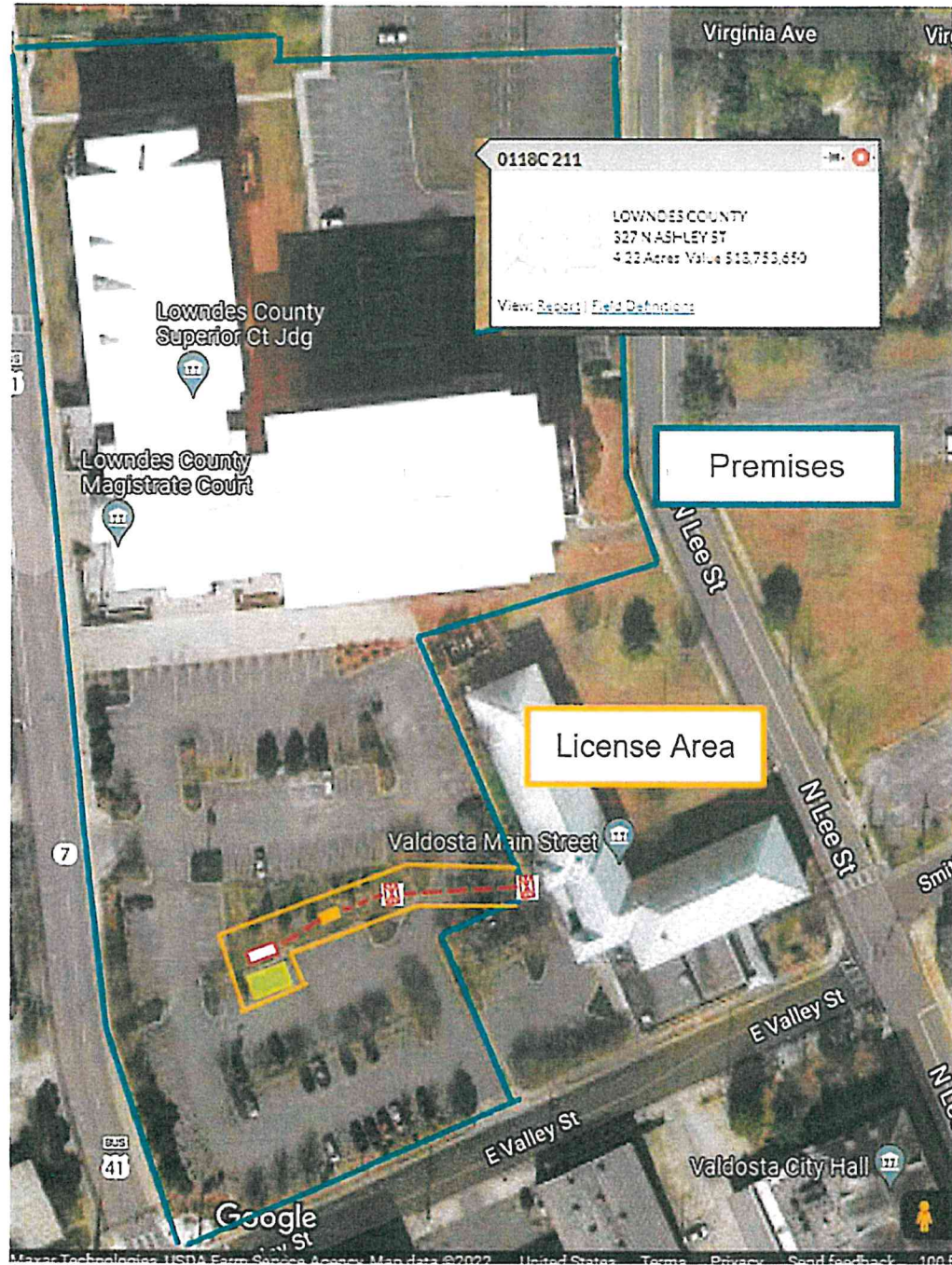
Name: \_\_\_\_\_ Jennifer Winn

Title: \_\_\_\_\_ Natural Resources GM

**EXHIBIT A**

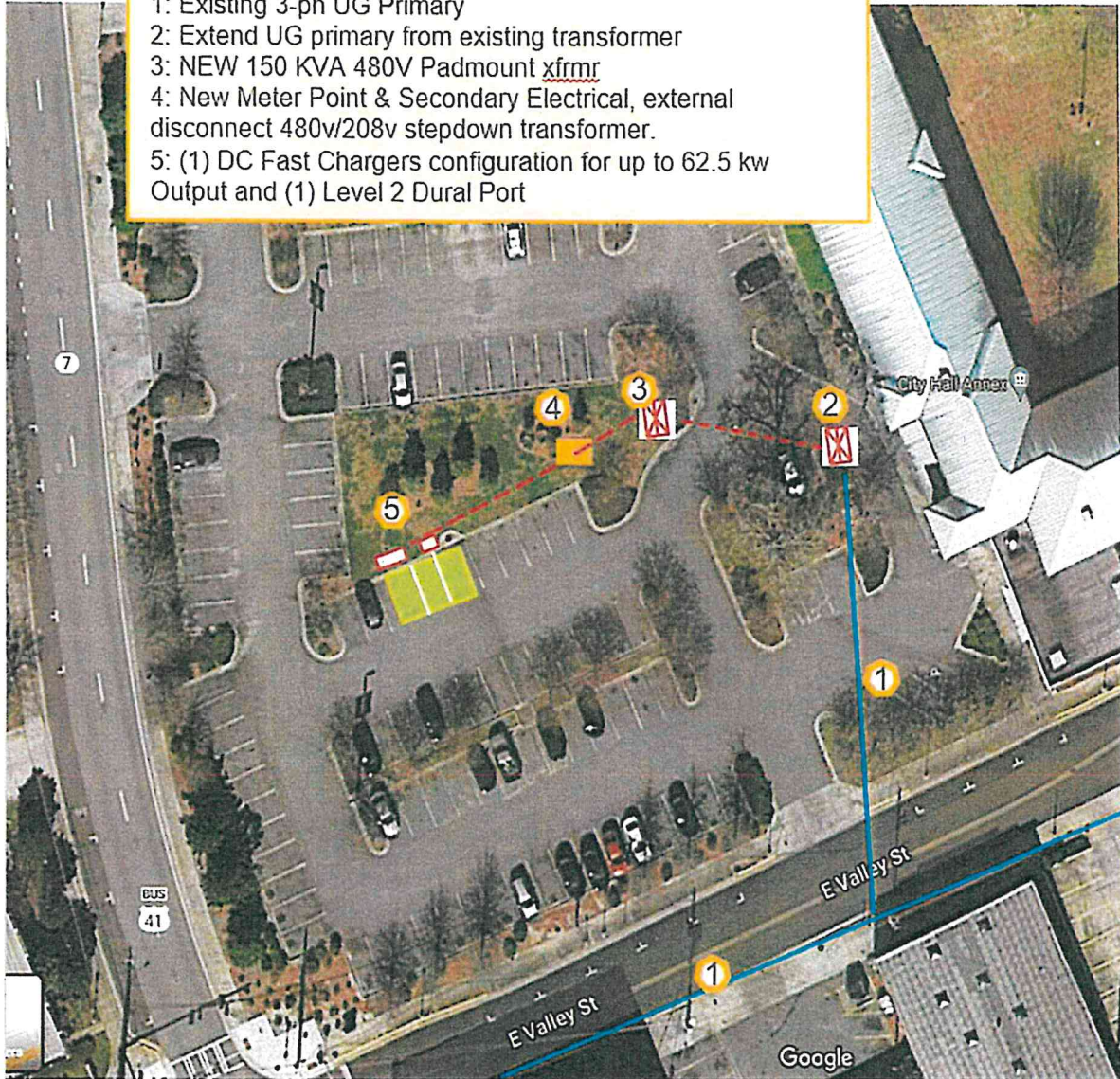
**DEPICTION OF PREMISES AND LICENSE AREA**

**EXHIBIT A**  
**DEPICTION OF PREMISES AND LICENSE AREA**  
**LOWNDES COUNTY**



**EXHIBIT A**  
**DEPICTION OF EQUIPMENT IN PREMISES AND LICENSE AREA**  
**LOWNDES COUNTY**

- 1: Existing 3-ph UG Primary
- 2: Extend UG primary from existing transformer
- 3: NEW 150 KVA 480V Padmount xfrm
- 4: New Meter Point & Secondary Electrical, external disconnect 480v/208v stepdown transformer.
- 5: (1) DC Fast Chargers configuration for up to 62.5 kw Output and (1) Level 2 Dural Port



**EXHIBIT B**  
**FORM DISTRIBUTION EASEMENT**

(attached)



-----  
Name of Line LOWNDES COUNTY COURTHOUSE, 327 N. ASHLEY ST. (LOWNDES COUNTY)  
No COMMUNITY CHARGING STATION  
Parcel No 001 Account No \_\_\_\_\_  
Letter File \_\_\_\_\_ Deed File \_\_\_\_\_ Map File \_\_\_\_\_  
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State of Georgia  
Lowndes County

UNDERGROUND EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, Lowndes County, Georgia (the "Undersigned", which term shall include successors and/or assigns), whose mailing address is P.O. Box 1349, Valdosta, GA 31603, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 327 N. Ashley St., Valdosta, GA. 31601 (Tax Parcel ID No. 0118C 211) in Land Lot 61, 78 of the 11th District of Lowndes County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim,





**EXHIBIT C**

**NOTICES AND ADMINISTRATION**

Licensors will provide notice to GPC regarding any operational or maintenance issue at the Charging Station under Section 3.4 (*Operation and Maintenance*) as follows:

Kelli Newman  
Electric Transportation Market Specialist  
Georgia Power Company  
111 Stockyard Rd  
Statesboro, Ga, GA 30458

Each Party will provide Publicity requests to the other under *Publicity* (Section 4.2) as follows:

**Requests to GPC:**

Ed Harmon  
ET Program Manager  
Georgia Power Company  
4404 North Shallowford Rd  
Bin 10214  
Atlanta, GA 30338

**Requests to Licensor:**

Paige Dukes  
County Manager  
Lowndes County, Georgia  
327 N. Ashley St., 3<sup>rd</sup> Floor  
Valdosta, GA 31601

Each Party will provide written notice to the other under *Notices* (Section 8.4) as follows:

**Notice to GPC:**

Kelli Newman  
Electric Transportation Market Specialist  
Georgia Power Company  
111 Stockyard Rd  
Statesboro, Ga, GA 30458

**Notice to Licensor:**

Paige Dukes  
County Manager  
Lowndes County, Georgia  
327 N. Ashley St., 3<sup>rd</sup> Floor  
Valdosta, GA 31601

**With a copy to:**

Vanessa S. Watson  
Senior Counsel  
Georgia Power Company  
241 Ralph McGill Blvd NE  
Bin 10180  
Atlanta, GA 30308

**With a copy to:**

Walter G. Elliott  
County Attorney  
3016 North Patterson St.  
Valdosta, GA 31602

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of the FY2022 VAWA Continuation Grant Award

DATE OF MEETING: April 12, 2022

Work Session/Regular Session

BUDGET IMPACT: \$86,266.00

FUNDING SOURCE:

- Annual: \$36,266.00
- CJCC Funding: \$50,000.00
- N/A

COUNTY ACTION REQUESTED ON: Acceptance of FY 2022 VAWA Continuation Grant Award

HISTORY, FACTS AND ISSUES: On December 14, 2021, the Lowndes County Board of Commissioners approved the application for Continuation Funding available through the VAWA Grant Program. The requested funding will continue to pay the salary and fringe benefits for our VAWA Special Prosecutor. The application also included a request for additional funding to assist in covering the increased salary recently approved by the Board of Commissioners for this position at their November 9, 2021 Meeting. The Solicitor General's Office was recently notified that their application was approved at the same level as the previous year in the amount of \$50,000 of Federal funds. In addition to the Federal funds awarded, Lowndes County will be responsible for \$36,266 in matching funds to fully cover the salary and benefits for the position. The performance period for this grant runs from January 1 through December 31, 2022. Acceptance of the award and activation of the award package requires that Chairman sign the award documents and they be returned to the CJCC no later than April 22, 2022. This will allow Lowndes County to begin drawing funds.

OPTIONS: 1. Accept FY2022 VAWA Continuation Grant Award and authorize the Chairman to sign all award documents.  
2. Board's Pleasure

RECOMMENDED ACTION: Accept

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Jail Medical Addition Owner and Architect Agreement

DATE OF MEETING: April 12, 2022

Work Session/Regular Session

BUDGET IMPACT: \$258,000.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Lowndes County Jail Medical Addition Owner and Architect Agreement

HISTORY, FACTS AND ISSUES: Lowndes County Sheriff's Office approached staff in the summer of 2021 with concern about medical and isolation space, including bed space. The staff has been working with the Sheriff's Office and Studio 8 on a plan to add a 60 bed expansion to the existing facility for medical and isolation. The current facility has 16 medical beds and 8 isolation beds.

OPTIONS: 1. Approve the AIA Owner and Architect Agreement with Studio 8 Design, LLC and authorize the Chairman to sign the agreement.  
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

 **AIA** Document B104™ – 2017**Standard Abbreviated Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the seventh day of March in the year 2022

*(Paragraph deleted)*

**BETWEEN** the Architect's client identified as the Owner:

Lowndes County Board of Commissioners  
P. O. Box 1349  
Valdosta, GA 31603

and the Architect:

Studio 8 Design, LLC  
2722 North Oak Street  
Valdosta, GA 31602

for the following Project:

Lowndes County Jail Medical Addition  
120 Prison Farm Road  
Valdosta, GA 31601

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(Paragraph deleted)*

An addition to the existing building of approximately 12,300 square feet in accordance with attached Sketch Floor Plan dated January 27, 2022. With continuing inflation expected the construction cost will probably exceed \$4,000,000.00.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.



**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**.1 General Liability**

\$2,000,000.00 Aggregate  
\$1,000,000.00 Per Claim

**.2 Automobile Liability**

\$1,000,000.00 Aggregate

**.3 Workers' Compensation**

State Requirements Met  
\$1,000,000.00 Per Claim

**.4 Professional Liability**

\$2,000,000.00 Aggregate  
\$2,000,000.00 Per Claim

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

Init.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.  
N/A

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services twelve ( 12 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

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The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

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Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

*(Paragraphs deleted)*

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### **ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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(Paragraphs deleted)

.1 Lump Sum Fee - \$258,000.00

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Paragraph deleted)

Any change in project scope ordered by the Owner, whether prior to construction contracting or by change order to a construction contract, shall result in an extra fee to the Architect equal to 7.5% of the construction cost of the added scope.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

A fee to be negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10%), or as follows:

N/A

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Preliminary Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty		20	%
Construction Documents	forty	percent (	40	%)
Bid Phase	five		5	%
Construction Phase	twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Table deleted)  
(Paragraphs deleted)

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

1 % (one)

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
N/A

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

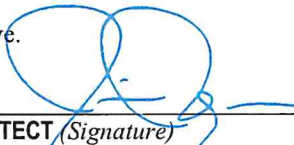
*(Paragraphs deleted)*

- .4 Other documents:  
Sketch Floor Plan, dated January 27, 2022

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Lowndes County Board of Commissioners  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
James Ingram, AIA/NCARB Partner/Managing  
Member  
*(Printed name, title, and license number, if required)*



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of the Quit Claim Deed from the Georgia  
Department of Transportation for 9.014 acres

DATE OF MEETING: April 12, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of the Quit Claim Deed from the Georgia Department of  
Transportation for 9.014 acres

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HISTORY, FACTS AND ISSUES: Lowndes County requested the former rest area property just north of Hahira on the west side of I-75 from the Georgia Department of Transportation (GDOT). The total acreage of the former rest area is 9.014 acres and joins the North Lowndes Recreation Complex. GDOT sent a Quit Claim Deed for the property to Lowndes County to be recorded. The deed does contain a reversionary clause that the property must be used for public use. If approved, the deed will be recorded with the Lowndes County Clerk of Court's Office.

OPTIONS: 1. Accept the Quit Claim Deed for 9.014 acres from the Georgia Department of Transportation.  
2. Redirect.

RECOMMENDED ACTION: Accept

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**GEORGIA DEPARTMENT OF TRANSPORTATION  
QUITCLAIM DEED**

STATE OF GEORGIA  
COUNTY OF LOWNDES

PROJECT: I-75-1(6)  
PARCEL TRACT 2 PM # 3026

THIS INDENTURE made this 27 day of January, 2022, between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (herein called "Grantor") and Lowndes County Board of Commissioners (herein called "Grantee").

WITNESSETH: that the Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever QuitClaim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had to all that parcel of land described in Exhibit "A", shown on the plat marked Exhibit "B".

THIS CONVEYANCE IS MADE PURSUANT TO 23 CFR § 710.409 (b) and (d) for continued Public Ownership and Use, specifically for public use. Therefore GRANTOR hereby retains a reversionary right to the above described property. Should the property fail to be publicly owned and maintain the specified public use, or use for a public transportation related purpose, ownership of the property shall revert to the Grantor at no cost to the Grantor, free and clear of any and all liens or encumbrances. Grantee further agrees that upon acceptance and recording of this deed to maintain the above described property for public purposes.

THIS CONVEYANCE IS MADE SUBJECT TO any existing easement, recorded or unrecorded, and any utility facilities existing or permitted by the Department of Transportation, over, under or upon this property at the time of this sale.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, privileges and appurtenances thereto, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee, his heirs and assigns, forever.

STATE OF GEORGIA  
COUNTY OF LOWNDES

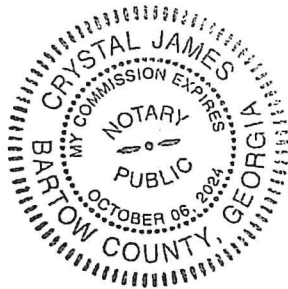
PROJECT: I-75-1(06)  
PARCEL TRACT 2 PM # 3026

IN WITNESS WHEREOF, the Grantor, acting by and through the Commissioner of the Department of Transportation, has hereunto caused the hand and seal of the Department of Transportation to be set to these presents the day and year first above written.

Signed, Sealed, and Delivered this  
the 27 day of January, 2022  
in the Presence of

J L Walker  
Witness

Crystal James  
Notary Public



DEPARTMENT OF TRANSPORTATION  
An agency of the State of Georgia

BY: Russell R. McMurry (Seal)  
Russell R. McMurry, P.E.  
Commissioner

ATTEST: Angela O. Whitworth (Seal)  
Angela O. Whitworth  
Treasurer



Tract 2 (Exhibit A)

PROJECT NO.: I-75-1 (6)  
COUNTY: LOWNDES  
PARCEL NO.: TRACT 2  
P.M. #: 3026  
PARCEL SIZE: 9.014

All that tract or parcel of land lying and being located in Land Lot 136 & 137 of the 12th Land District of Lowndes County, Georgia, containing 9.014 acres, and being more particularly described as follows: For a POINT OF REFERENCE, begin at point marking the intersection of the southerly right-of-way line of Smith Road (said road having a 60' r/w) and the westerly right-of-way (r/w) line of I-75 (said road having a 300' r/w), and running thence along said westerly r/w line of I-75 South 11°20'21" East for a distance of 1606.61' to a concrete monument;

thence continue along said r/w line of I-75 South 11°20'21" East for a distance of 1520.51' to a concrete monument, being the POINT OF BEGINNING;

thence continue along said r/w line along the arc of a curve to the left for a distance of 946.07 feet, said curve having a radius of 34,527.00 feet, a chord bearing of South 12°11'07" East, and a chord distance of 946.04 feet to a concrete monument;

thence South 77°09'15" West for a distance of 175.20 feet to a concrete monument;

thence North 27°48'52" West for a distance of 207.45 feet to a concrete monument;

thence South 78°14'03" West for a distance of 254.95 feet to a concrete monument;

thence North 11°45'27" West for a distance of 681.40 feet to a concrete monument;

thence North 61°39'03" East for a distance of 239.97 feet to a concrete monument; thence North 78°13'04" East for a distance of 150.45 feet to a point;

thence North 78°13'04" East for a distance of 100.00 feet to the POINT OF BEGINNING.

All that tract or parcel of land containing 9.014 acres more or less.

**EXCEPTING AND RESERVING to grantor access right to Tract 2 --- as seen on Exhibit B shown as 946.07 Linear Feet of access rights highlighted in red.**

**THIS CONVEYANCE IS MADE SUBJECT TO** any existing easement, recorded or unrecorded, and any surface, subsurface and/or above ground utility facilities, existing or permitted by the Department of Transportation, and existing over, under or upon the property at the time of this sale.





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Judicial Complex Courtroom Audio and Visual  
Replacement for 10 Courtrooms

DATE OF MEETING: April 12, 2022

Work Session/Regular Session

BUDGET IMPACT: \$944,072.72

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Lowndes County Judicial Complex Courtroom Audio and Visual  
Replacement for 10 Courtrooms

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HISTORY, FACTS AND ISSUES: Lowndes County staff has been working with all of the judges on a plan to replace the audio and visual equipment in the 10 courtrooms in the Judicial Complex. The Audio and Visual System in the courtrooms is no longer working properly, the equipment is obsolete, and repairs can no longer be made to keep the system running. Staff has been working with S&L Integrated for professional services to replace this equipment. This will align with staff's directions to standardize all of the audio and visual equipment used by Lowndes County staff.

OPTIONS: 1. Approve an agreement with S&L Integrated and authorize the Chairman to sign the agreement.  
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# Courtroom AV Upgrades

## Quote Summary

Purchased Equipment:	\$699,212.52
Installation Services:	\$222,668.40
Shipping and Handling:	\$22,191.80
Client Care:	\$0.00
<hr/>	
Subtotal:	\$944,072.72
Tax:	\$0.00
Total:	\$944,072.72

## Acceptance

### Payment Terms

Payment shall be remitted as follows unless pre-authorized by S&L: 50% Deposit at the time of proposal acceptance; 40% Due when installation begins; 10% Due at project completion

### Lowndes County Board of

CLIENT: Commissioners

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMPANY: S&L Integrated Systems, LLC

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

### Terms and Conditions

Prices are based upon total purchase as a package. Sales tax quoted is for estimating purposes only. Actual sales tax will be calculated at time of invoicing. There is a minimum 15% restocking fee with original packaging on any returns. The general project description is contained in the Scope of Work (SOW). S&L shall install the specified systems as described in the SOW. No additional work shall be performed outside of the SOW, except where a proposal or change order has been issued by S&L and signed by the customer. Technicians are not authorized to agree to any work outside of the approved SOW and S&L is not bound by any statements or arrangements that are not approved in writing by both parties. All work must be authorized through the Project Manager or Account Executive only. Any required completion dates of this SOW is subject to the Client's timely acceptance of this proposal and manufacturer lead times. Customer agrees to pay S&L for the services rendered in accordance with the SOW and any authorized Change Orders. Payment shall be remitted in accordance to agreed upon terms. Progress payments will be made according to the payment schedule if one has been defined in the proposal. Final billing from S&L shall be submitted to Customer after completion of the SOW. Complete and Final payments made under this Agreement shall be conclusive evidence of the satisfactory performance of the SOW and acceptance of work and materials



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