



September 30, 2015

Mr. Martin Vaughn  
Purchasing Director  
**Gordon County Board of Commissioners**  
200 South Wall Street  
Calhoun, GA 30701

**Re: Gordon County Combined Project Fee Proposal for the  
BB&T / Courthouse & Annex / Health Department / Animal Shelter / Park  
Pavilion**

Dear Martin,

Thank you for your faith and commitment, and the opportunity to provide a professional design fee proposal for the following Gordon County projects (total project budget included):

1. BB&T building (\$695,000)
2. Courthouse & Annex Renovation (\$12,000,000)
3. Health Department Replacement (\$3,200,000)
4. Animal Shelter (\$1,500,000)
5. Brookshire Park Pavilion (\$400,000)

We understand your commitment and intent to contract with us for each of these projects for the following fee percentages (also indicated as a lump sum fee):

1. BB&T building (14.2% fee at \$98,690)
2. Courthouse & Annex Renovation (10% fee at \$1,200,000)
3. Health Department Replacement (6.8% fee at \$217,600)
4. Animal Shelter (6.8% fee at \$102,000)
5. Brookshire Park Pavilion (7% fee at \$28,000)

We understand that the determination of the specific scope of each project will be a part of our design services as the projects begin. Included in the fees above are all necessary engineers for each project, except the civil engineer.

We also understand this work could extend to the end of the year 2018 due to the schedule of the 2011 SPLOST project's collections. While our hourly rates could be adjusted over these years due to normal business practices, they would only apply to pre-approved additional services on all these projects, if required. The County will be notified in writing of any hourly rate adjustments.

All fees will be invoiced monthly on a percent complete basis. Reimbursable expenses (i.e. mileage at I.R.S. rates, printing, deliverables, meals, etc.) associated with this work will be invoiced at cost plus 10% mark-up.

ARCHITECTURE

PROGRAMMING

PLANNING

INTERIORS

GRAPHICS

As part of our construction administration services, we understand the County may prequalify General Contractors for bidding purposes - possibly excluding the pavilion project, due to the small size and project type.

Martin, thank you again for your commitment and the opportunity to continue our good working relationship with Gordon County. Your signature and return of this document will serve as our interim agreement until a formal AIA Document B101 -2007 can be executed for each project as it comes on-line. The undersigned agrees to the terms and conditions outlined in this Proposal and Attachment A.

Sincerely yours,

**PIEPER O'BRIEN HERR ARCHITECTS**



Anthony J. Turpin, AIA  
Principal



Earl Smith, Assoc. AIA  
Sr. Project Manager

**PROPOSAL ACCEPTANCE**

\_\_\_\_\_  
Authorized signature for Gordon County

\_\_\_\_\_  
Date

Attachments:

- Standard Proposal Conditions – Attachment A

# Standard Proposal Conditions – Attachment ‘A’

## Owner's Responsibilities

Owner shall provide full information regarding the requirements for the Project and shall designate an Authorized Representative to act on the Owner's behalf. Decisions shall be rendered in a timely manner in order to avoid unreasonable delay of the Architect's services.

## Architect's Responsibilities

Architect's services provided on this Project will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.

## Use of Architect's Documents

Documents prepared by the Architect are Instruments of Service for use solely with respect to this Project and the Architect shall be deemed author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies of the Architect's documents for information, reference and use in connection with the Project, subject to compensation of the Architect under the terms of this Proposal. The Owner or others shall not use the Architect's documents on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is found to be in default under this Proposal by means of Dispute Resolution.

## Dispute Resolution

Claims, disputes or other matters in question between the parties to this Proposal arising out of or relating to this Proposal or breach thereof shall be subject to mediation as a condition precedent to either arbitration or litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services due to non-payment, 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, arbitration or litigation. The parties shall share mediation fees equally and agreements reached shall be enforceable as settlement agreements in any court. Failing mediation, the parties may mutually agree to arbitration or litigation and any awards determined by these processes shall be final and the non-prevailing party shall pay all reasonable costs incurred.

## Termination or Suspension

Either party upon may terminate this Proposal not less than seven days' written notice should either party fail substantially to perform in accordance with the terms of this Proposal through no fault of the party initiating the termination. If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice, suspend performance of services under this Proposal. Unless Architect receives payment in full within seven days of the date of notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused as a result of the suspension of services.

## Payment Terms

Payments are due and payable thirty (30) days from the date of Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear a finance charge of one and one-half percent (1 ½) per month on all unpaid balances.

In the event dispute resolution action is necessary to enforce the payment terms of this Proposal, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architects' time and expenses spent in connection with such collection action.

## Time

The services covered by this Proposal shall be provided as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services.

## Definitions

Terms in this Proposal shall have the same meaning as those in the editions of the following AIA Documents, current as of the date of this Proposal:

AIA Document A201-2007, General Conditions of the Contract for Construction

AIA Document B101-2007, Standard Form of Proposal Between Owner and Architect

## Miscellaneous Provisions

The State laws of the location of the Project shall govern lien rights. The Laws of the State of Georgia shall govern all other issues of this Proposal.

Causes of action between the parties to this Proposal pertaining to acts or failures to act shall be deemed to have accrued and applicable statute of limitations shall commence to run not later than the date payment is due the Architect.

The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Proposal and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Proposal. Neither Owner nor Architect shall assign this Proposal without written consent of the other.

This Proposal may be amended only by written instrument signed by both Owner and Architect. The Interim Agreement established by acceptance of this Proposal shall expire upon execution of the formal Standard AIA Agreement, which may be modified for the terms and conditions of this Project. Upon expiration the Architect may suspend services until the formal agreement is executed without liability to the Owner for delay or damage caused as a result of suspension.

Nothing contained in this Proposal shall create a contractual relationship with or a cause of action in favor of a Third party against either the Owner or Architect.

Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

The Owner shall make no request of the Architect that, in the Architect's reasonable opinion, would be contrary to the Architect's professional responsibilities to protect the public. The Owner agrees the Architect has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Owner agrees to take no action against or attempt to hold the Architect liable in any way for carrying out what the Architect reasonably believes to be its public responsibility. Furthermore, the Owner agrees the Architect shall not be held liable in any respect for reporting said conditions. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs arising out of or in any way connected with the Architect's notifying or failing to notify appropriate public officials.