



CSC Design, Inc

135 P. Rickman Drive

Suite 100

Canton, GA 30115



August 31, 2022

City of Powder Springs  
4484 Marietta Street  
Powder Springs, GA 30127  
C/O Chad Kastner  
Croy Engineering



RE: Architectural Design Services  
Interior Alteration  
Public Works Restrooms  
3006 Spring Industrial Drive  
Powder Springs, GA 30127

Dear Chad,

Thank you for allowing CSC Design, Inc to propose professional design services on your new project. We are excited to be assisting you with your new project and this document shall serve as the **Agreement** between **City of Powder Springs** (Owner) and **CSC Design Inc.** (Designer). This agreement is based on the Project Description and Scope of Services as indicated below, should the project scope be modified, during the course of the project, the Designer shall be compensated equitably as agreed to by the **Owner** and **Designer**.

**I. Project Outline:**

1. The City of Powder Springs will be altering two (2) existing restrooms by reconfiguring existing shower/s, toilets, lavs, and accessories. One (1) ADA transfer type shower will be provided in restroom off main corridor along with ADA toilet and lavatory. Existing shop restroom will have shower access removed and possible inclusion of closet storage space. No structural, mechanical, plumbing, or electrical engineering is included in this agreement. General notes shall be provided indicating the General Contractor will be responsible for field locating utilities and modifying / installing in compliance with applicable codes.

**II. Scope of Services:**

**1. Field Verification / Concept Design**

- The Designer shall visit the existing facility and field dimensions / document existing conditions to extents feasible. The Designer shall generate a conceptual demolition and construction floor plan for Owner review and approval.

**2. Construction Documents**

- Upon Owner approval of the Concept Design drawings, the Designer shall prepare detailed Contract Documents (Construction Documents / CDs) to include work and expenses incurred for Architectural Design services only. These Documents shall be used for obtaining contractor bids and for use by the contractor to construct the Project.

**3. Construction Administration**

- Interpreting the Construction Documents including, but not limited to: (i) issuing timely responses to contractor’s Requests for Information and other requests for clarification; and (ii) reviewing and approving (or taking other appropriate action in connection with) contractor’s submittals and shop drawings, if any, and rejecting nonconforming work. One (1) site visit is included to verify substantial completion of project.

**Excluded from Scope of Work**

- Review & Comparison of bidding contractors cost estimate / proposals
- Advertisement and bid package assembly
- Structural, Mechanical, Electrical, Plumbing Engineering
- Permitting
- Civil Engineering
- Survey of any Nature
- Furniture, Fixtures, and Equipment procurement and selection
- Interior Design (including material / paint selection)
- Low-Voltage / IT (data, voice, fax, server, telecom) design and procurement

**III. Payments and Compensation to the Designer**

1.	Schematic Design	<b>\$1,500</b>
2.	Construction Documents	<b>\$3,500</b>
3.	Construction Administration	<b>\$600</b>
<b>Total Fee</b>		<b>\$5,600</b>

**1. 2021 Hourly Billing Rates**

- i. President / Vice President / Owner \_\_\_\_\_ \$200
- ii. Principal \_\_\_\_\_ \$185
- iii. Designer \_\_\_\_\_ \$125
- iv. Drafter \_\_\_\_\_ \$90

**2. Travel**

- i. Automobile travel billed at IRS mileage rate as of execution of contract
- ii. Travel for client meetings prior to permit is included
- iii. Travel for permit purposes is included
- iv. Travel for Construction Administration, if included in contract, is included
- v. All other travel will be cost +10%

**3. Mailings**

- i. Mailings, deliveries, courier, etc. = Cost + 10%

4. Reproductions
  - i. Reproductions for progress updates are included
  - ii. Reproductions for permit submission and record sets are included
  - iii. Reproductions for all other purposes will be invoiced at \$2.50 / sheet (black and white)
  - iv. Color Reproductions and/or presentation boards = Cost + 10%
5. Revisions and Addendums requested after the issuance of the Final Construction Drawings will be billed at an hourly rate of \$150/hr, unless such revisions are made necessary by the Designer's error or omission.

**IV. Schedule**

1.	Field Verification / Concept Design	<b>1 week</b>
2.	Construction Documents	<b>3 week</b>
3.	Construction Administration	<b>As requested</b>

Schedule is subject to change and begins at notice to proceed / execution of contract by Owner.

**V. Owner's Responsibilities**

1. Provide full information about the objectives, schedule, and constraints of the project. The Designer may rely on the accuracy and completeness of information furnished by the owner.
2. Provide cut sheets and/or product data for any and all owner provided equipment that is to be coordinated with building architecture / MEP systems. Designer shall not be held responsible for project delays related to Owner, or Owner Vendor, provided equipment coordination.
3. Payments are due and payable within thirty (30) days of Owner's receipt of the Designer's Invoice. Payments shall be made by check payable to CSC Design Inc. Undisputed amounts unpaid (30) days after the invoice date shall bear interest from the date payments are due at a rate of (1.5%) per month. NOTE: If a check has been returned for insufficient funds, an invoice reflecting the monies not paid as well as the bank's service charge will be billed to the owner and payment is expected upon receipt of the Designer's Invoice.

**VI. General Conditions**

1. The Owner has the right to cancel Design Services at any time for cause or for the Owner's convenience and will be responsible only for payment for services performed up to the date of cancellation. Any cancellation of Design Services shall be done in writing.
2. If the Owner fails to make payment on any undisputed amount, then the Designer has the right to suspend work and shall not be held responsible for any delays as a result.
3. If any dispute arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission.
4. Changes in scope requested by the Owner that are inconsistent with Owner's prior approval of the Final Design Drawings, may result in additional work and shall be considered beyond the scope of this Agreement. The Designer will notify the Owner, prior to commencement of the additional services, of any time delays and additional fees that may be incurred.

5. The Designer shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
6. It is hoped that the services provided by the Designer be respected by both the Owner and the General Contractor. The Designer shall be notified of any proposed divergence from the intent of the work inferable from the Final Construction Documents and the actual work to be performed by the General Contractor. Prior to the execution of the work, the Designer shall approve any changes made to the Architectural and/or Site design. The Designer's decision, in consultation with the owner, on aesthetic issues arising between the Designer and the General Contractor shall be final if consistent with the intent expressed in the Contract Documents.
7. The Designer may visit the site at intervals appropriate to the stage of construction to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents. The Designer shall not be required to make continual on-site inspections. The Designer shall make himself reasonably available for any additional site visits requested by the Owner. The Designer shall have reasonable access to the work wherever it is in its preparation or progress.
8. The Designer shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.
9. The Owner shall be issued a copy of the design documents including, but not limited to, the Final Construction Documents for their records. They may use this copy for the purposes of completing, maintaining the Project and for future alterations and additions.

By:  08/31/2022  
Kevin Whipple, RA Date  
Vice President CSC Design, Inc.

By: \_\_\_\_\_  
Owner / Agent Date