

**HISTORICAL CONCEPTS**  
**ARCHITECTURE & PLANNING**  
**CONCEPTUAL DESIGN AGREEMENT**

AGREEMENT, made this 8th day of May in the year 2023, between the City of Senoia, Georgia (Client) and Historical Concepts, LLC (HC) for new city hall building in Senoia, Georgia (Project):

WHEREAS, Client wishes to have certain Conceptual Design Services provided;

WHEREAS, HC agrees to provide same;

**PROJECT DESCRIPTION**

Program elements will be refined in the Initial Scope of Work, but HC currently understands the City's desired program to include approximately a dozen offices, a conference room, a lobby, restrooms, and areas for file storage. The building is assumed to be two stories with stairs and elevator. The general aesthetic shall be informed by the character of Senoia with select classical detailing appropriate to the main street character of Historic Senoia.

**I. INITIAL SCOPE OF WORK**

Through the Initial Scope of Work, HC's conceptual design studies will be loose hand sketches that focus on proportion, arrangement of uses, and overall character rather than refined detailing. HC's design work will be to develop two different concepts. One concept will utilize the existing building and illustrate prospective additions and 2) Once concept will illustrate a design for new construction on an alternative site.

To begin, HC will prepare precedent imagery (photos and sketches) available from existing resources. This imagery will provide initial design inspiration and will also support a dialogue with the Client to identify aesthetic and massing preferences. HC will schedule a meeting with the Client (at the current City Hall) to review the collected precedent imagery and further discuss program needs (i.e. office sizes and count).

Following the meeting at City Hall, HC shall prepare the Conceptual Design Package. This package shall include conceptual floor plan diagrams of each concept, either an elevation or perspective sketch depicting general aesthetic and massing of each, and a site plan study to explore the form and layout of the properties. Refined precedent imagery based on the Client's feedback from the initial precedent imagery will also be included.

The Conceptual Design Package will be presented to the Client in person.

**II. FEES**

1. **\$5,000** Retainer due upon the execution of this Agreement. The Retainer may be utilized to satisfy any invoices upon completion of this Agreement.
2. **All services shall be billed on an hourly basis unless otherwise stipulated herein or agreed to in writing.** The Initial Scope of Work indicated herein approximates hourly design fees ranging between \$25,000 to \$35,000, exclusive of any media or other reimbursable expense.

3. While fee estimates are provided for budgeting purposes, the fee estimates included herein are only estimates based on an understanding of the Initial Scope of Work at the time the Agreement is issued. If the Initial Scope of Work varies or expands, or the type and number of drawings requested is increased or modified, or additional meetings or review packages are requested, the fee estimates may vary as well. Any subsequent design studies or revisions that occur after the Initial Scope of Work is completed, as well as time associated with phone calls, meetings and other coordination following completion of the stated deliverable items will be billed as Additional Services. **All services or work products not designated in the Initial Scope of Work, and thus designated as Additional Services, shall be billed on an hourly basis.**

4. HC's hourly rates are as follows:

Senior Principal	\$370
Principal	\$335
Senior Associate 2	\$275
Senior Associate 1	\$255
Associate 3	\$230
Associate 2	\$180
Graphic Designer	\$145
Associate 1	\$140

Please note that hourly rates, fixed rates and/or per diem rates may be adjusted once a year on January 1<sup>st</sup>.

- 5. Progress invoices proportionate to work completed shall be sent on a monthly basis.
- 6. **Payment on all invoices is due within 15 days of invoice date.**
- 7. Payment shall be made in US dollars.

### III. OTHER SPECIAL STIPULATIONS

I. **LIMITATIONS** – HC's services under this Agreement are expressly limited in nature. In that HC is not being hired to provide design or service for the purpose of construction under this Agreement, HC's involvement under this Agreement is limited to aesthetics and program only. HC makes no warranties, express or implied, as to the compatibility of drawings with all applicable codes, regulations and other requirements affecting the Project.

HC assumes no responsibility for any drawings or specifications prepared by others. HC does not warrant the work or assume any liability for any work or services performed or provided by third parties in connection with the Project, including those provided by Client's separate consultants.

Client or Client's Consultants remain responsible for verifying and ensuring compliance for items including, but not limited to boundaries, easements, setbacks, zoning, grades, drainage, rights-of-way and utility connections.

HC shall be entitled to rely upon the accuracy and completeness of all Project information supplied by the Client to HC.

All consultation provided during the design and construction of Project, if any, shall also be limited to the aesthetic design intent and shall not supersede the design documents or directives of those consultants hired to provide design and other services for the purpose of construction. Construction means, methods, techniques, sequences, procedures, acts or omissions are solely the contractor's responsibilities under the contract for construction.

HC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

**To the fullest extent permitted by law, and in recognition of the relative risks, rewards, and benefits to both the Client and HC, Client agrees that HC's total liability to Client, or anyone claiming by or through them, for any and all claims, losses, expense or damages arising out of HC's performance of services under this Agreement is limited to fees paid by Client under the Agreement. This limitation applies to any and all claims, losses, expenses or damages, including but not limited to HC's negligence.**

2. Instruments of Service – Drawings, sketches, photos and other documents prepared by HC, HC's Consultants, or others as may be required through additional licensing agreements are Instruments of Service for use solely as indicated herein. HC, HC's Consultants or others as may be required through additional licensing agreements shall be deemed authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. HC retains copyrights for architectural work as per the Architectural Works Copyright Protection Act of 1990.
3. Use of Instruments of Service – Upon execution of this Agreement and upon payment in full for all applicable invoices, HC shall also grant to Client a nonexclusive license to distribute copies of the Instruments of Service as provided by HC. No rights or licenses granted to Client herein allow for the further development of architectural concepts by others; however, such a license request shall not unreasonably be withheld by HC.
4. Distribution of Instruments of Service – HC shall distribute printed copies (also known as hard copies) of Instruments of Service as are required by the Client. Limited digital file formats may also be available for distribution.
5. Digital Data – HC makes no guarantees or representations, express or implied, as to the accuracy, completeness or permanence of the digital files or compatibility with computer hardware or software. Original hard copy prints from HC should be compared to the digital files before use. HC assumes no responsibility for damages resulting from use of the digital information. In the event of conflict between the digital files and the hard copy prints, the hard copy document shall govern.
6. Media Reproductions – Bond copies, color copies or other media distributed per this Agreement shall be made available to Client at the prices listed under "Media Reproductions" herein. Other media reproductions at sizes and formats not listed herein shall be invoiced at cost plus ten percent coordination fee upon final billing or as incurred.
7. Miscellaneous Expenses – Other non-intra-office expenses incurred, such as express shipping, photo development, etc., shall be billed to Client at cost plus ten percent coordination fee upon final billing or as incurred. The same shall also be billed for third-party consultants, if engaged.

8. Supplemental Services – As projects progress and scope evolves, HC may recognize the need to work with a third party such as rendering artist or landscape architect. Some work may also be enhanced through licensed photography. HC shall discuss such services with the Client in advance and shall only secure such services with the Client's agreement. Fees will be billed as a reimbursable expense to the Client at cost plus 10%.
9. Travel – Meetings, as may be required, shall be billed on a time basis to include travel at the hourly rates listed herein. Additionally, expenses for all out-of-town travel, such as air fare, rental car (or mileage at prevailing IRS rates if alternately applicable), hotel and meals shall be billed at cost.
10. Project Documentation – HC shall have the right to include photographic or artistic representations of the Project deliverables in HC's promotional and professional materials. HC's material shall not include Client's confidential information so long as Client advises HC in writing of the specific information considered by the Client as confidential. The Client agrees to provide credit for HC in the Client's promotional materials for the Project where customarily appropriate.
11. Alternative Dispute Resolution – 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 the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of HC's services, HC may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

The Client and HC shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the state of Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12. Suspension and Termination – If the Client fails to make payment when due HC may suspend performance of the services listed in this agreement. HC reserves the right to renegotiate or terminate this Agreement if the Project is suspended for more than 90 days by the Client. In the event of a suspension of services, HC shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

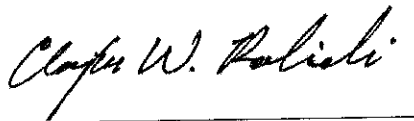
Upon seven (7) days written notice, Client may terminate this Agreement at any time without cause. HC may terminate this Agreement for non-payment provided that HC gives Client seven (7) days written notice to cure. Terms and conditions of future agreements related to any terminated work may not reflect terms and conditions in effect at the time of termination.

If the project is suspended or terminated by the Client, or terminated by HC for nonpayment, HC shall be compensated for all services performed prior to such notice of suspension or prior to receipt of notice of termination.

If the Project is suspended by the Client for more than 90 days, or terminated by the Client, or terminated by HC for nonpayment, and the Initial Scope of Work is not fulfilled by HC for any of these reasons, the Retainer shall be deemed non-refundable and non-applicable to compensation for services performed prior to such notice of suspension or prior to receipt of notice of termination.

13. Validity of Terms and Conditions – Terms and conditions of this agreement are valid only if the Agreement is signed and returned along with the Retainer to HC no later than 30 days from the date of this Agreement.
14. Assignment of the Agreement – Neither the Client nor HC shall assign this Agreement without the written consent of the other.
15. Entire Agreement – This Agreement represents the entire and integrated agreement between the Client and HC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and HC.
16. Execution – This Agreement may be executed by fax, or e-mail .pdf, and/or in counterparts and, if so executed, each fax, email .pdf and/or counterpart shall have the full force and effect of an original.
17. Third Parties – 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 Client or HC.
18. Severability – If any provision of this agreement is held illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of this Agreement.
19. Governing Law – This Agreement shall be governed by the law of the place where the Project is located, except that if the parties agree to arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

The signatures below represent that all of the terms within this contract have been read and agreed upon.



Principal

2023-05-08

Date

\_\_\_\_\_  
Harold Simmons, City Manager (Signature)  
City of Senoia

\_\_\_\_\_  
Date

### MEDIA REPRODUCTIONS

1.	8 1/2" x 11" Bond Copy -	\$ .15
2.	11" x 17" Bond Copy -	\$.35
3.	18" x 24" Bond Copy -	\$1.00
4.	24" x 36" Bond Copy -	\$1.75
5.	30" x 42" Bond Copy -	\$2.75
6.	8 1/2" x 11" Color Copy -	\$1.25
7.	11" x 17" Color Copy -	\$2.30
8.	18" x 24" Electronic Scan-	\$1.00
9.	24" x 36" Electronic Scan -	\$1.35
10.	30" x 42" Electronic Scan -	\$1.95
11.	Compact Disk	\$15.00

All other miscellaneous size or format copies shall be billed at cost plus 10 percent.

Please note that media reproduction costs may be adjusted once a year on January 1<sup>st</sup>.

### PAYMENT METHODS

Remit all payments to 430 Prime Point, Suite 103 – Peachtree City, GA 30269 or use the following wiring instructions:

#### DOMESTIC WIRES

Receiving Financial Institution: **SouthState Bank**  
ABA/Routing Number: **063114030**  
Beneficiary (Further Credit To): **Historical Concepts, LLC**  
Beneficiary Account Number: **1500093313**

#### INTERNATIONAL WIRES (USD Currency Only)

Receiving Financial Institution: **SouthState Bank**  
Swift Code: **CSBKUS33**  
Beneficiary: **Historical Concepts, LLC**  
Beneficiary Account Number: **1500093313**

If you have any questions, please contact Laurie Pate at (770) 487-8041 or via e-mail at [lpate@historicalconcepts.com](mailto:lpate@historicalconcepts.com).

# HISTORICAL CONCEPTS

## ARCHITECTURE & PLANNING

### CONTACT INFORMATION

Please complete the form and return with your Agreement.

#### Primary Contact Information

Contact Name \_\_\_\_\_

Contact Title \_\_\_\_\_

Primary Street Address (no PO Boxes) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

This is an office contact

This is a residential contact

Phone Number \_\_\_\_\_

This is an office contact

This is a residential contact

Fax Number \_\_\_\_\_

This is an office contact

This is a residential contact

Email \_\_\_\_\_

This is an office contact

This is a residential contact

Cell Phone (optional) \_\_\_\_\_

#### Billing Contact (if different from above)

Contact Name \_\_\_\_\_

Contact Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_