

APPENDIX M COMMITTEES 1958

COMMITTEES NAMED FOR THE ATLANTA PRIMITIVE BAPTIST CHURCH

WELCOMING AND USHERING

Langley Irvin
Charles Scott
Enoch Hicks
J. T. Dunn

WELFARE

Fred L. Cannon, Sr., Chairman
Mrs. Jamie Wilson
Mrs. Jack Fannin

ATTENDANCE

Mrs. Olive Andrews, Chairman
Mrs. Evelyn Brock
Mrs. Ollis Elton
Mrs. Langley Irvin
Jerry Hood
Rebecca Mann

VISITING

Mrs. M. E. Everett, Chairman
Mrs. Fred L. Cannon, Co-Chairman
Mrs. C. G. Christian
Mrs. John W. Young
Mrs. Jamie Wilson

ENTERTAINMENT

Mrs. D. D. Huff, Chairman
Mrs. Charles Scott
Mrs. R. B. Woodall

MUSIC

Mrs. V. F. Agan, Chairman
Mrs. Jamie Wilson
Byron Whitworth

FLOWERS

Mrs. J. R. Williams, Chairman
Mrs. J. E. Bagwell

PUBLICITY

Mrs. Enoch Hicks, Chairman
Mrs. L. A. Warnock

PASTORIUM

L. A. Warnock, Chairman
John W. Young

CHURCH HOUSE AND GROUNDS

D. D. Huff, Chairman
Roger Sims, Co-Chairman
Mrs. W. M. Townley
Mrs. J. R. Williams
Mrs. J. T. Lyon

APPENDIX N AGREEMENT FORM

A. I. A. Form B102
(Rev. 6-1-53)

THE STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE WHEN A
PERCENTAGE OF THE COST OF THE WORK FORMS THE BASIS OF PAYMENT,
AND ENGINEERS' FEES ARE INCLUDED IN THE ARCHITECT'S FEE.

SIXTH EDITION—COPYRIGHT 1948-1951 BY THE AMERICAN INSTITUTE OF ARCHITECTS, WASHINGTON, D. C.

THIS AGREEMENT made the 15th

day of March in the year Nineteen Hundred and Fifty-seven

by and between the Atlanta Primitive Baptist Church, 766
Boulevard N.E., Atlanta, Georgia

hereinafter called the Owner, and
Bothwell and Nash, Architects, Marietta, Georgia

hereinafter called the Architect,

WITNESSETH, that whereas the Owner intends to erect a Sanctuary and Ed-
ucational Building on the property of the Atlanta Primitive
Baptist Church on Ponce de Leon Avenue, Lot 3, Block 16, Druid
Hills Subdivision, DeKalb County, Georgia, hereinafter called the Work,

NOW, THEREFORE, the Owner and the Architect, for the considerations
hereinafter named, agree as follows:

The Architect agrees to perform, for the above-named Work, professional serv-
ices as hereinafter set forth.

The Owner agrees to pay the Architect for such services a fee of six (6)
per cent of the cost of the Work, with other payments and reimbursements as hereinafter provided, the said percentage being hereinafter called the Basic Rate.

A. I. A. Form B102
(Rev. 6-1-53)

The parties hereto further agree to the following conditions:

1. The Architect's Services.—The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, structural, plumbing, heating, electrical, and other mechanical work; assistance in the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts, the general administration of the business and supervision of the Work.

2. Reimbursements.—The Owner is to reimburse the Architect the costs of transportation and living incurred by him and his assistants while traveling in discharge of duties connected with the Work, the cost of all reproductions of drawings, the cost of any special consultants other than for normal plumbing, heating, electrical, and other mechanical work, and other disbursements on his account approved by the Owner.

3. Separate Contracts.—The Basic Rate applies to work let under a single contract. For any portions of the Work let under separate contracts, on account of extra service thereby required, the rate shall be four per cent greater, and if substantially all the Work is so let the higher rate shall apply to the entire Work; but there shall be no such increase on the plumbing, heating, electrical and other mechanical work or on any contracts in connection with which the Owner reimburses special consultants' fees to the Architect, or for articles not designed by the Architect but purchased under his direction.

4. Extra Services and Special Cases.—If the Architect is caused extra drafting or other expense due to changes ordered by the Owner, or due to the delinquency or insolvency of the Owner or Contractor, or as a result of damage by fire, he shall be equitably paid for such extra expense and the service involved.

Work let on any cost-plus basis shall be the subject of a special charge in accord with the special service required.

If any work designed or specified by the Architect is abandoned or suspended, in whole or in part, the Architect is to be paid for the service rendered on account of it.

5. Payments.—Payments to the Architect on account of his fee shall be made as follows, subject to the provisions of Article 4:

Upon completion of the preliminary studies, a sum equal to 25% of the basic rate computed upon a reasonable estimated cost.

During the period of preparation of specifications and general working drawings monthly payments aggregating at the completion thereof a sum sufficient to increase payments to 75% of the rate or rates of commission arising from this agreement, computed upon a reasonable cost estimated on such completed specifications and drawings, or if bids have been received, then computed upon the lowest bona fide bid or bids.

From time to time during the execution of work

and in proportion to the amount of service rendered by the Architect, payments shall be made until the aggregate of all payments made on account of the fee under this Article, but not including any covered by the provisions of Article 4, shall be the sum equal to the rate or rates of commission arising from this agreement, computed upon the final cost of the Work.

Payments to the Architect, other than those on his fee, fall due from time to time as his work is done or as costs are incurred.

No deductions shall be made from the Architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6. Information furnished by Owner.—The Owner shall, so far as the work under this agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site, and full information as to sewer, water, gas and electrical service. The Owner is to pay for borings or test pits and for chemical, mechanical, or other tests when required.

The Owner shall provide all legal advice and services required for the operation.

7. Supervision of the Work.—The Architect will endeavor by general supervision to guard the Owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts. The general supervision of the Architect is to be distinguished from the continuous on-site inspection of a clerk-of-the-works.

When authorized by the Owner, a clerk-of-the-works acceptable to both Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid by the Owner, upon presentation of the Architect's monthly statements.

8. Preliminary Estimates.—When requested to do so the Architect will furnish preliminary estimates on the cost of the Work, but he does not guarantee such estimates.

9. Definition of the Cost of the Work.—The cost of the Work, as herein referred to, means the cost to the Owner, but such cost shall not include any Architect's or Special Consultants' fees or reimbursements or the cost of a clerk-of-the-works.

When labor or material is furnished by the Owner below its market cost the cost of the work shall be computed upon such market cost.

10. Ownership of Documents.—Drawings and specifications as instruments or service are the property of the Architect whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the Architect.

11. Successors and Assignments.—The Owner and the Architect, each binds himself, his

partners, successors, legal representatives, and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the Owner nor the Architect shall assign, sublet or transfer his interest

in this agreement without the written consent of the other.

12. Arbitration.—All questions in dispute under this agreement shall be submitted to arbitration at the choice of either party, in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of The American Institute of Architects.

13. Costs under Section "2. Reimbursements" - shall be deleted from this Contract. The Architect will bear the cost as outlined in this Section, with the following exception: Ten sets of plans and specifications will be furnished by the Architect. Any additional sets of plans and/or specifications that are required will be furnished to the Owner for the cost of reproduction.

The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this agreement, the day and year first above written.

BOTHWELL AND NASH, ARCHITECTS

ATLANTA PRIMITIVE BAPTIST CHURCH

By E. L. Bothwell
Partner

By E. F. Hicks

By Richard P. Nash
Partner

By J. T. Guen
Architect By P. J. Christian

APPENDIX O CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

ATLANTA PRIMITIVE BAPTIST CHURCH

ATLANTA, GEORGIA

THIS AGREEMENT, made the day of May, in the year Nineteen Hundred and Fifty-eight, by and between M. W. BUTTRILL, 2931 Alston Drive, Decatur, Georgia, hereinafter called the Contractor, and the ATLANTA PRIMITIVE BAPTIST CHURCH, 1357 Ponce de Leon Avenue South, N. E., Atlanta, Georgia, hereinafter called the Owner.

WITNESSETH, that whereas the Owner intends to erect a Church Sanctuary and Educational Building on the site of the property of the Atlanta Primitive Baptist Church, 1357 Ponce de Leon Avenue, South, N. E., Atlanta, Georgia, in accordance with the plans and specifications as prepared by BOTHWELL AND NASH, ARCHITECTS, Marietta, Georgia.

NOW, THEREFORE, the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE 1

WORK TO BE DONE AND DOCUMENTS FORMING THE CONTRACT

The Contractor agrees to provide all labor and materials and to do all things necessary for the proper construction and completion of work shown and described on Drawings bearing the title Atlanta Primitive Baptist Church, Atlanta, Georgia, dated 7-1-57, revised 4-22-58, 4-29-58, and 5-12-58, and the Specifications bearing the same title. The said Drawings and Specifications and the General Conditions of the Contract as above enumerated, together with this Agreement, constitute the Contract; the Drawings, Specifications, Addenda and General Conditions being as fully a part thereof and hereof as if hereto attached or herein repeated. If anything in the said General Conditions is inconsistent with this Agreement, the Agreement shall govern.

The attached list of deductions and modifications are an integral part of this Contract. These changes can be modified during the course of construction by mutual agreement between the Owner and Contractor.

The said documents have been prepared by Bothwell and Nash, Architects, Marietta, Georgia, therein and hereinafter called the Architect.

(b) Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the work, provided they have resulted from causes other than the fault or neglect of the Contractor in connection with the work. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the cost of the work for the purpose of determining the Contractor's fee, but if, after a loss from fire, flood or similar cause not due to the fault or neglect of the Contractor, he be put in charge of reconstruction, he shall be paid for his services a fee proportionate to that named in Article IV hereof.

(c) Permit fees, royalties, damages for infringement of patents, and costs of defending suits therefor and for deposits lost for causes other than the Contractor's negligence.

(d) Minor expenses, such as telegrams, telephone service, expressage, and similar petty cash items.

(e) Rental on all equipment not furnished by the Contractor.

ARTICLE VI

COSTS NOT TO BE REIMBURSED

Reimbursement of expenses to the Contractor shall not include any of the following:

(a) Salary of the Contractor, if any individual, or salary of any member of the Contractor, if a firm, or salary of any officer of the Contractor, if a corporation.

(b) Salary of any person employed, during the execution of the work, in the main office or in any regularly established branch office of the Contractor.

(c) Overhead or general expenses of any kind, except as these may be expressly included in Article V.

(d) Interest on capital employed either in plant or in expenditures on the work, except as may be expressly included in Article V.

ARTICLE VII

COSTS TO BE PAID DIRECT BY THE OWNER

In addition to items of cost noted in Article V for which the Owner reimburses the Contractor, the Owner shall pay all costs as follows:

(a) Materials, supplies, equipment and transportation required for the proper execution of the work, which shall include all temporary structures and their maintenance; all such costs to be at rates not higher than the standard paid in the locality of the work, except with prior consent of the Owner.

(b) The amounts of all separate contracts.

The Owner shall purchase all major items of materials and deliver to the job as directed by the Contractor. The Contractor will submit to the Owners a list of materials required and the dates they will be needed. The Contractor will be empowered to purchase incidental items and shall cooperate with the Owner's Purchasing Agent in the securing of scarce materials and the salary of the Purchasing Agency will be paid directly by the Owner.

(c) Premiums on policies on Progressive Fire and Builders Risk.

ARTICLE VIII

All discounts, rebates and refunds, and all returns from sale of surplus materials, equipment, etc., shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

ARTICLE IX

Any cost due to the negligence of the Contractor or any one directly employed by him, either for the making good of defective work, disposal of material wrongly supplied, making good of damage to property, or excess costs for material or labor, or otherwise, shall be borne by the Contractor, and the Owner may withhold money due the Contractor to cover any such cost already paid by him as part of the cost of the work.

ARTICLE X

SEPARATE CONTRACTS

The Contractor, being fully responsible for the general management of the building operation, shall have full directing authority over the execution of the separate contracts.

The separate Contractors shall not only cooperate with each other but they shall conform to all directions of the Contractor in regard to the progress of the work.

ARTICLE XI

The title of all work completed and in course of construction and of all materials on account of which any payment has been made, and materials to be paid for under Article VII, shall be in the name of the Owner.

ARTICLE XII

ACCOUNTING, INSPECTION, AUDIT

The Contractor shall check all material and labor entering into the work and shall keep such full and detailed accounts as may be necessary to proper financial management under this Agreement and the system shall be such as is satisfactory to the Architect or to an auditor appointed by the Owner. The Architect, the auditor and their time-keepers and clerks shall be afforded access to the work and to all the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, etc., relating to this Contract, and the Contractor shall preserve all such records for a period of two years after the final payment hereunder.

ARTICLE XIII

APPLICATIONS FOR PAYMENT

The Contractor shall, between the first and fifth and between the 15th and 20th of each month, deliver to the Architect a statement, sworn to if required, showing in detail and as completely as possible all monies paid out by him on account of the cost of the work during the previous payment period of which he is to be reimbursed under Article V hereof, with original payrolls for labor, checked and approved by a person satisfactory to the Architect, and all receipted bills.

ARTICLE XIV

CERTIFICATES OF PAYMENT

The Architect shall check the Contractor's statements of monies due, called for in Article XIII, and shall promptly issue certificates to the Owner for all such as he approves, which certificates shall be payable on issuance.

ARTICLE XV

PAYMENT OF FEES

Payment on account of the fee due the Contractor shall be made as follows:

(a) Four percent (4%) of the amount of each semi-monthly payment shall be paid to the Contractor on account of the fee as set forth in Article IV.

(b) Upon submission by the Contractor of evidence satisfactory to the Owner, that all payrolls, material bills and other costs incurred by the Contractor in connection with the work have been paid in full, final payment of one percent (1%) of the cost of the work not to exceed the total amount of the fee as set forth in Article IV shall be made within thirty (30) days after the completion by the Contractor of all work covered by the Agreement and the acceptance of such work, by the Owner.

ARTICLE XVII

TERMINATION OF CONTRACT

If the Owner should terminate the Contract, he shall reimburse the Contractor for the balance of all payments made by him under Article V, plus a fee computed upon the cost of the work to date at the rate of percentage named in Article IV hereof, or if the Contractor's fee be stated as a fixed sum, the Owner shall pay the Contractor such an amount as will increase the payments on account of his fee to a sum which bears the same ratio to the said fixed sum as the cost of the work at the time of termination bears to a reasonable estimated cost of the work completed, and the Owner shall also pay to the Contractor fair compensation, either by purchase or rental, at the election of the Owner, for any equipment retained. In case of such termination of the Contract, the Owner shall further assume and become liable for all obligations, commitments, and unliquidated claims that the Contractor may have theretofore, in good faith, undertaken or incurred in connection with said work and the Contractor shall, as a condition of receiving the payments mentioned in this Article, execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Contractor under such obligations or commitments.

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have executed this Agreement the day and year first above written.

M. W. Buttrill

M. W. Buttrill, Contractor

Witnessed:

ATLANTA PRIMITIVE BAPTIST CHURCH
ATLANTA, GEORGIA

By: [Signature]
Trustee

By: [Signature]
Trustee

By: [Signature]
Trustee

Witnessed:

V. F. Agan