

**MASTER AGREEMENT FOR PROGRAM  
MANAGEMENT SERVICES  
BETWEEN  
THE DEKALB COUNTY BOARD OF EDUCATION  
AND**

**Project Name: ACERM Program Management, A Joint  
Venture (the ACERM Team)**

**Project #: RFP: 22-752-025**

**Cost Code: 423.75.95.00.605423.752.0000 (SPLOST V)  
TBD (SPLOST VI)**

**Dated: September 20, 2022**

## TABLE OF CONTENTS

---

ARTICLE 1	DEFINITIONS .....	1
ARTICLE 2	REPRESENTATIONS.....	4
	2.1 Specific Representations.....	4
	2.2 Enumerated Representations Not Exhaustive .....	4
ARTICLE 3	PROGRAM MANAGER’S PERFORMANCE: GENERAL PROVISIONS .....	4
	3.1 Standard Of Care .....	4
	3.2 Owner’s Agent.....	4
	3.3 Time Of The Essence.....	5
	3.4 Compliance With Applicable Laws .....	5
	3.5 Duty To Correct Defective Services .....	5
	3.6 Program Manager’s Performance Not Discharged By Duties Of Others .....	5
	3.7 Cooperation With Project Participants; Relationship of Parties. ....	5
	3.8 Program Manager Not To Perform Design Or Construction .....	6
ARTICLE 4	PROGRAM MANAGER’S BASIC SERVICES .....	6
	4.1 Generally .....	6
	4.2 Consultation With Owner.....	6
	4.3 Review Applicable Laws.....	6
	4.4 Owner’s Execution Plan .....	6
	4.5 Monthly Reports .....	6
	4.6 Attendance At Meetings .....	7
	4.7 Program Schedule.....	7
	4.8 Budget and Cash Flow Analysis .....	8
	4.9 Communications And Reporting.....	8
	4.10 Document Control .....	8
	4.11 Maintenance Of Construction Contract Documents.....	8
	4.12 Project Reviews With Project Architect. ....	8
	4.13 Verify Project Architect’s Insurance .....	8
	4.14 Twice Monthly Meetings With Project Architect. ....	8
	4.15 Review Cost-Saving Recommendations With Owner .....	9
	4.16 Review Of Geotechnical Reports .....	9
	4.17 Review And Certification Of Project Architect’s Pay Requests .....	9
	4.18 Review Of Preliminary Design.....	9
	4.19 Review of Design For Construction.....	9
	4.20 Design Reviews.....	10
	4.21 Services During Bidding .....	10
	4.22 Reducing Bid Or Proposal Amounts .....	11
	4.23 Notice To Proceed.....	11
	4.24 Conduct Preconstruction Conference. ....	11
	4.25 Procurement Of Special Services .....	12
	4.26 Perform Owner’s Obligations Under Construction Contract. ....	12
	4.27 Permits And Licenses.....	12
	4.28 Contractor’s Bonds And Insurance Requirements .....	12
	4.29 Review Of Construction Schedule. ....	12
	4.30 Construction Schedule Updates.....	12

4.31	Review Contractor's Schedules Of Values .....	12
4.32	Project Administration .....	12
4.33	Contract Administration By Project Architect. ....	12
4.34	Safety; Violations.....	12
4.35	Job Site Meetings.....	13
4.36	Review Of RFI's .....	13
4.37	Review Of Contractor's Pay Requests.....	13
4.38	Change Order Review.....	13
4.39	Project Manager's Daily Log .....	13
4.40	Testing And Startup.....	14
4.41	As-Built Drawings .....	14
4.42	Owner Training.....	14
4.43	Punchlist And Defective Work; Certificates of Completion .....	14
4.44	Transfer Of Project To Owner .....	14
4.45	Claims Assistance .....	14
4.46	Warranty Work .....	15
4.47	Final Payment And Accounting .....	15
4.48	Project Architect Or Contract Default .....	15
4.49	Submission Of Documents to Reviewing Agencies .....	15
ARTICLE 5	ADDITIONAL SERVICES .....	15
5.1	Generally .....	15
5.2	Changes In The Program.....	16
5.3	Owner's Insurance .....	16
5.4	Owner Requested Services.....	16
ARTICLE 6	OWNER'S OBLIGATIONS OTHER THAN PAYMENT.....	16
6.1	Provide Program And Project Information.....	16
6.2	Owner's Representative .....	16
6.3	Review Of Documents.....	16
6.4	Access To The Site And The Work .....	16
6.5	Cooperation To Secure Permits .....	16
6.6	Timely Performance .....	16
6.7	Owner's Reviews, Inspections, Approvals, And Payments.....	16
6.8	Non-Waiver.....	17
6.9	Program Manager's Notice Of Nonperformance.....	17
6.10	Office Space .....	17
ARTICLE 7	PAYMENTS TO PROGRAM MANAGER .....	17
7.1	Basis Of Compensation.....	17
7.2	Additional Services.....	17
7.3	Reimbursable Expenses .....	18
7.4	Taxes and Fees.....	18
7.5	Program Manager's Pay Request.....	18
7.6	Releases Of Claims.....	18
7.7	Certification Relating To Pay Requests .....	18
7.8	Payment Of Pay Requests .....	18
7.9	Withholding Of Payment.....	19
7.10	Disputed Pay Request.....	19
7.11	Conditions Precedent To Payment .....	19
ARTICLE 8	CHANGE ORDERS .....	20
8.1	Owner's Authority To Order Changes .....	20
8.2	Adjustments To Compensation By Change Order Only .....	20
8.3	Increases To Program Manager's Compensation .....	20
8.4	Reductions In Program Manager's Compensation .....	20
8.5	Payment .....	20

	8.6 Change Orders Final .....	20
ARTICLE 9	PERSONNEL, SUBCONTRACTORS AND CONSULTANTS .....	21
	9.1 Generally .....	21
	9.1.1 Background Checks .....	22
	9.2 Approval Of Program Manager’s Subcontractors Required/ Required Subcontract Terms .....	22
	9.3 Program Manager Responsible For Acts of Subcontractors .....	22
	9.4 Program Manager’s Personnel .....	22
	9.5 Removal Of Personnel And Subcontractors .....	23
	9.6 Employment Taxes .....	23
ARTICLE 10	PROGRAM AND PROJECT DOCUMENTS .....	22
	10.1 Use And Ownership .....	22
	10.2 Availability Of Program And Project Records To Owner .....	22
	10.3 Maintenance Of Program And Project Records .....	22
ARTICLE 11	INDEMNITY .....	23
ARTICLE 12	INSURANCE .....	23
	12.1 Coverage Required .....	23
	12.2 Owner As Additional Insured .....	23
	12.3 Certificates Of Insurance/Cancellation Notice .....	23
	12.4 Subcontractor/Consultant Coverage .....	24
	12.5 No Limitation On Program Manager’s Liability .....	24
ARTICLE 13	SUSPENSION .....	24
	13.1 Owner’s Right To Suspend .....	24
	13.2 Ceasing Performance Upon Suspension .....	24
	13.3 Resumption Of Work After Suspension .....	24
	13.4 Claim For Costs Of Suspension .....	24
ARTICLE 14	TERMINATION .....	25
	14.1 Termination For Convenience .....	25
	14.2 Ceasing Performance Upon Termination .....	25
	14.3 Compensation For Termination For Convenience .....	25
	14.4 Termination For Cause .....	25
	14.5 Erroneous Termination For Cause .....	25
	14.6 Completion By Owner And Survival Of Obligations .....	25
	14.7 Termination By Program Manager .....	26
ARTICLE 15	MISCELLANEOUS PROVISIONS .....	26
	15.1 Publicity By Program Manager .....	26
	15.2 Notices .....	26
	15.3 Successors And Assigns .....	26
	15.4 No Third Party Beneficiaries .....	26
	15.5 Severability .....	26
	15.6 Headings .....	26
	15.7 Exhibits .....	26
	15.8 “Including” .....	27
	15.9 Governing Law; Jurisdiction And Venue .....	27
	15.10 Entire Agreement/Amendments In Writing .....	27
	15.11 Hazardous Materials .....	27
	15.12 Delays Beyond Reasonable Control .....	27

## **SCHEDULE OF EXHIBITS**

EXHIBIT "A" SCHEDULE OF HOURLY RATES

EXHIBIT "B" PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

EXHIBIT "C" FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

EXHIBIT "D" CONTRACTOR AFFIDAVIT

EXHIBIT "E" SUBCONTRACTOR AFFIDAVIT

EXHIBIT "F" LIST OF PROPOSED DOCUMENTS FOR THE PROJECT

EXHIBIT "G" OWNER'S CRITERIA AND NARRATIVE SCOPE OF WORK

EXHIBIT "H" CONTRACTOR'S SUBMITTAL

EXHIBIT "I" JOINT VENTURE AGREEMENT

## **MASTER AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

This MASTER AGREEMENT FOR PROGRAM MANAGEMENT SERVICES (the "Agreement") is made and entered into by and between: The DeKalb County Board of Education (the "Owner"), and **ACERM Program Management, A Joint Venture (the ACERM Team), comprised of two entities: AECOM Technical Services, Inc. (AECOM) and Corporate Environmental Risk Management (CERM)** (the "Program Manager").

This Agreement shall commence as of the Effective Date and shall continue until September 30, 2027, unless earlier terminated as provided herein.

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Program Manager agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS**

1.1 "Additional Services" means those services, duties, obligations and responsibilities set forth in Article 5 of this Agreement.

1.2 "Applicable Laws" means all laws, statutes, ordinances, codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies, relating to or affecting a Project including, without limitation, all environmental, health, safety, building, and employment laws.

1.3 "Basic Services" means all Services required of Program Manager by this Agreement, excepting only Additional Services.

1.4 "Change Order" means a written order to Program Manager executed by Owner in accordance with Article 8 of this Agreement authorizing and directing an addition to, deletion from, adjustment, revision, or a combination thereof, to the Services required of, or the compensation payable to, Program Manager.

1.5 "Construction Contract": (a) in respect of a Project that is not a Design/Build Project, a contract between Owner and a Contractor for the performance of all or any portion of the Work for a Project, including all documents defined by such contract as "Contract Documents", all documents incorporated into such contract by reference, and all additional documents, if any, defined by such contract as constituting a part thereof; and (b) in respect of a Design/Build Project, "Construction Contract" means the Design/Build Contract.

1.6 "Construction Phase": (a) in respect of a Project that is not a Design/Build Project, "Construction Phase" means the phase of a Project commencing upon the completion of the Design Phase, or any particular phase thereof if Owner has approved staging of the design in phases, or the award of the first Construction Contract for such Project, whichever occurs first, and ending upon Owner's execution of a Certificate of Final Completion for such Project; (b) in respect of a Design/Build Project, "Construction Phase" means the phase of a Project commencing upon the completion of the Design Phase, or any particular phase thereof if Owner has approved staging of the design in phases, and ending upon Owner's execution of a Certificate of Final Completion for such Project.

1.7 "Contractor": (a) in respect of a Project that is not a Design/Build Project, "Contractor" means a person or entity, including, without limitation, general contractors, trade or specialty contractors, and construction managers, with whom Owner contracts for performance of all or part of the Work for a Project; (b) in respect of a Design/Build Project, "Contractor" means the Design/Builder.

1.8 "Design/Build Contract" means a contract between Owner and a Design/Builder for design of a Project and performance of related architectural, engineering and other customary and related services and for the performance of all or any portion of the Work for a Project, including all documents defined by such contract as "Contract Documents", all documents incorporated into such contract by reference, and all additional documents, if any, defined by such contract as constituting a part thereof.

1.9 "Design/Build Project" means a Project for which the design/build construction delivery method is utilized.

1.10 "Design/Builder" means a person or entity with whom Owner contracts for design of a Project and performance of related services and for performance of all or part of the Work for a Project.

1.11 "Design Contract": (a) in respect of a Project that is not a Design/Build Project, "Design Contract" means a contract between Owner and a Project Architect for design of a Project and performance of related architectural, engineering and other customary and related services, and includes all documents incorporated into such contract by reference and all documents defined by such contract as constituting a part thereof; (b) in respect of a Design/Build Project, "Design Contract" means the Design/Build Contract.

1.12 "Design For Construction" means the complete and final design and construction documents, including, without limitation, plans, drawings, specifications, manuals, related materials, and all addenda, changes, and modifications thereto, prepared or provided by a Project Architect pursuant to a Design Contract for use in constructing a Project, or any particular phase thereof if Owner has approved staging of the design in phases, performing the Work for such Project, or such phase if applicable, and rendering such Project, or such phase if applicable, fully operational and usable for its intended purpose.

1.13 "Design Phase" means the phase of a Project commencing with the execution of a Design Contract for such Project, or Owner's authorization to the Project Architect to commence design services for such Project, whichever occurs first, and ending upon completion of the Design for Construction for such Project, or any particular phase thereof if Owner has approved staging of the design in phases.

1.14 "Effective Date" means October 1, 2022.

1.15 "Execution Plan" means the manual of processes and procedures adopted and utilized by Owner to monitor Projects.

1.16 "Final Completion" means the completion of all Work required by, and in strict compliance with, the Construction Contract for a Project, including start-up, testing, permitting, and all preparations necessary to open and operate such Project for its intended purpose.

1.17 "Life Cycle Cost" means the sum of all costs of a Project over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

1.18 "Owner's Representative" means the individual named by Owner, in writing, to act on Owner's behalf in the administration of this Agreement. The initial Owner's Representative shall be Owner's Executive Director of Facility Management.

1.19 "Preliminary Design" means all design documents constituting the preliminary design of a Project as required by and defined in the Design Contract for such Project.

1.20 "Program" means the program for the design, construction and repair work as to existing and new schools in the Owner's school system, as set forth more particularly in the Owner's Capital Improvement Plan ("CIP") which is attached hereto as Exhibit "D" and which is incorporated herein by referenced; provided, however, that the Program and CIP are subject to modification by addition, deletion, elimination or other revision, at the sole and absolute discretion of Owner's Board of Education.

1.21 "Project" means a school or other facility design and construction or renovation or addition undertaking.

1.22 "Project Architect": (a) in respect of a Project that is not a Design/Build Project, "Project Architect" means a person or entity with whom the Owner contracts for design of a Project and performance of related services; (b) in respect of a Design/Build Project, "Project Architect" means the Design/Builder.

1.23 "Reimbursable Expenses" means, and shall be limited to, those items set forth herein or in Exhibit "A", attached hereto.

1.24 "Services" means all the services, duties, obligations and responsibilities required of Program Manager pursuant to the terms of this Agreement.

1.25 "Subcontractor" means any person or entity hired by Program Manager to perform any portion of the Services.

1.26 "Substantial Completion": (a) in respect of a Project that is not a Design/Build Project, "Substantial Completion" means that point at which, as certified in writing by the Project Architect, a Project is at a level of completion in strict compliance with the Construction Contract such that the Owner can enjoy beneficial use or occupancy, and can use or operate it in all respects, for its intended purpose; and (b) in respect of a Design/Build Project, "Substantial Completion" means that point at which, as certified in writing by the Program Manager, a Project is at a level of completion in strict compliance with the Construction Contract such that the Owner can enjoy beneficial use or occupancy, and can use or operate it in all respects, for its intended purpose.

1.27 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by a Construction Contract for the purpose of achieving the desired and essential functions of Owner's Project at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality and safety.

1.28 "Work" means any and all labor, supervision, work, supplies, fixtures, furnishings, vehicles, equipment, services, tools, materials, computers, utilities, items, documents and things

required by a Construction Contract to construct, test, certify, permit and render a Project, and every component thereof, operational and usable for its intended purpose.

## **ARTICLE 2**

### **REPRESENTATIONS**

2.1 Specific Representations. By executing this Agreement and undertaking to perform the Services, Program Manager makes the following express representations and warranties to Owner upon which Owner may fully rely:

2.1.1 Program Manager is professionally qualified to act as the program manager for the Program and the Projects and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to act as Program Manager for the Program and Projects and to perform the Services required hereunder.

2.1.2 Program Manager has become familiar with the local conditions under which the Program and the Projects are to be implemented and undertaken.

2.1.3 Program Manager has the skill, capability, and experience, including sufficient qualified and competent personnel, to effectively, efficiently, and timely perform the Services and manage the Program. Program Manager will continuously furnish sufficient personnel to progress the Program and perform the Services in a timely and proper manner.

2.1.4 Program Manager shall comply with all Applicable Laws governing the performance of the Services.

2.1.5 Program Manager assumes full responsibility to Owner for the acts and omissions of its officers, employees, agents, Subcontractors, consultants, and others employed or retained by it in connection with the Project and performance of the Services.

2.2 Enumerated Representations Not Exhaustive. Nothing contained in this Article 2 shall in any manner supersede, limit, or restrict any other duty, responsibility, representation, or warranty created by this Agreement or by law.

## **ARTICLE 3**

### **PROGRAM MANAGER'S PERFORMANCE: GENERAL PROVISIONS**

3.1 Standard Of Care. Program Manager shall perform all Services at a level, and to a standard of care, consistent with the standards and quality prevailing among first-class, nationally recognized program, project and construction management firms of superior knowledge, skill and experience engaged in programs and projects of similar size and complexity to the Program. Program Manager shall carry out and complete all Services in an efficient, thorough, timely and economical manner, and in strict accordance with the terms of this Agreement.

3.2 Owner's Agent. Program Manager shall be Owner's agent in performing the Services, shall promote and protect Owner's interests, and shall have a fiduciary obligation of undivided loyalty and trust to Owner in connection therewith, and by executing this Agreement expressly accepts the relationship of trust and confidence placed in Program Manager by Owner.

Unless otherwise directed by Owner in writing, the Program Manager shall act as Owner's agent to each Project Architect and Contractor. In performing services under this Agreement, the Program Manager is an independent contractor to the Owner and is not an employee of or joint venture with the Owner.

3.3 Time Of The Essence. Program Manager acknowledges that time is of the essence to the Program and each Project and in the performance of Program Manager's Services. Program Manager shall perform and complete the Services in a timely manner in accordance with the Program Schedule.

3.4 Compliance With Applicable Laws. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor for the performance of any construction work, Program Manager shall reasonably ensure that each Project is designed and constructed in a manner to meet the requirements of all Applicable Laws. Program Manager shall immediately report to Owner in writing any known actual or potential violation of any Applicable Law by any person or entity, including, without limitation, the Project Architect and/or the Contractor.

3.5 Duty To Correct Defective Services. Program Manager shall promptly correct any errors, omissions, and deficiencies in its performance of the Services, at its own cost and without additional compensation or reimbursement, and Program Manager shall not be compensated for performing any Services necessitated by its failure to perform in accordance with this Agreement.

3.6 Program Manager's Performance Not Discharged By Duties Of Others. Program Manager's Services under this Agreement shall not be changed, altered, discharged, released or satisfied by any duty, obligation or responsibility of a Project Architect or a Contractor. Program Manager is not a third-party beneficiary of any agreement by and between Owner and any Project Architect or Contractor. It is expressly acknowledged and agreed that Program Manager's Services to Owner are independent of, and are not diminished by, any duties owed to Owner by any Project Architect or Contractor.

3.7 Cooperation With Project Participants; Relationship Of Parties. Program Manager shall cooperate fully with each Project Architect with respect to the duties, obligations, responsibilities and services of such Project Architect, including those set forth in any applicable Design Contract, with each Contractor with respect to the duties, obligations, responsibilities and services of such Contractor. Such duty of cooperation includes, as the Program's or any Project's needs may require, furnishing information and documents to, meeting with, and consulting with, the Project Architect and/or Contractor with respect to inspection, testing and analysis of any Work. In providing the Services hereunder, Program Manager shall endeavor to maintain a working relationship with each Project Architect and each Contractor on behalf of Owner. However, nothing in this Agreement shall be construed to mean or imply that Program Manager assumes any of the responsibilities or duties of each Project Architect or Contractor. Each Project Architect shall be solely and exclusively responsible for the design of the aspects of each of the Projects for which it is retained. Each Project Architect shall design and inspect the Projects in accordance with the respective Design Contract between each Project Architect and Owner relating to the Projects. Each Contractor shall be solely and exclusively responsible for the construction of the aspects of the Projects for which each Contractor shall be retained, including all means, methods, techniques, sequences and procedures used in construction of the Projects and for the safety of personnel and property at the site of the Projects during such construction, and shall construct the Projects in accordance with the respective Construction Contract between each Contractor and Owner relating to the Projects.

3.8 Program Manager Not To Perform Design Or Construction. Unless expressly authorized in writing by Owner's Representative, neither Program Manager nor any subsidiary, affiliate or joint venture partner of Program Manager shall perform, or enter into any agreement to perform, any design or construction work in connection with the Program, any Project or any other design, construction, consulting or other project undertaken by Owner outside of the Program.

## **ARTICLE 4**

### **PROGRAM MANAGER'S BASIC SERVICES**

4.1 Generally. At all times during the term hereof, Program Manager shall perform the Basic Services set forth in, or reasonably implied by or inferable from, this Article 4. Program Manager agrees to furnish efficient business administration and management services in connection with the performance of all Services.

4.2 Consultation With Owner. Program Manager shall consult in detail with Owner in order to:

- (a) Review Owner's existing facilities as applicable to the scope of the Program;
- (b) Learn Owner's needs and objectives;
- (c) Review Owner's design, construction, budgetary, cash flow and operational requirements; and
- (d) Review Owner's educational specifications.

4.3 Review Applicable Laws. Program Manager shall review all Applicable Laws and notify Owner's Representative in writing of any areas that may be of concern or difficulty in compliance.

4.4 Owner's Execution Plan. Program Manager shall review and comply with Owner's Execution Plan.

4.5 Monthly Reports. Program Manager shall prepare and submit to Owner's Representative on the tenth day of each month a written report summarizing the progress of the Program and each Project during the preceding month (the "Monthly Report"). The Monthly Report shall set forth, in detail reasonably satisfactory to Owner, significant facts and events occurring during the preceding month, such that Owner will be fully informed of the progress of the Program and each Project. The Monthly Report shall describe any problems or obstacles that may adversely affect the budget or schedule of the Program or any Project or the quality of design and construction work being performed. The Monthly Report shall include, without limitation, the following:

- (a) An update for each Project schedule, which shall identify any delays to each Project, as well as the cause and extent of such delays, and shall make recommendations for eliminating or minimizing such delays and the effects thereof;
- (b) Updates of the budget and cash flow analysis for the Program and each Project, subdivided into design and construction phases, showing costs incurred in the

preceding month as well as month-by-month projection and forecast of future anticipated costs and payments by Owner;

- (c) A summary of all change orders approved for each Project during the preceding month, which summary shall indicate the cost and cause of each such change order, and shall give the cumulative total costs of all change orders approved to date for each Project, expressed in gross dollars and as a percentage of the Construction Contract price;
- (d) A summary of all requests or claims for additional compensation or time extensions received from any Project Architect or Contractor.

Concurrent with submission of the Monthly Report, the Program Manager shall submit an executive summary thereof to Owner's Chief Operating Officer. The executive summary shall note any significant impediments and delays to any Project, as well as all claims for additional compensation or time made by any Project Architect or Contractor. Within five (5) days after submission of the Monthly Report, the Program Manager shall meet with Owner's Representative to review the Monthly Report and address any issues or concerns related to the Program or any Project.

4.6 Attendance At Meetings. Program Manager shall attend such meetings as Owner's Representative requests and shall attend any and all other meetings as necessary to protect the interests of the Program, each Project and the Owner. In addition to all meetings Program Manager is otherwise required to attend pursuant to this Agreement, Program Manager shall schedule and attend meetings with each Project Architect, Contractor and others that Program Manager, in the exercise of its professional judgment, deems necessary or in the interests of each Project or Owner. Program Manager shall give Owner not less than twenty-four (24) hours prior written notice of any meeting scheduled by Program Manager. Owner shall give Program Manager not less than twenty-four (24) hours prior notice of any meeting scheduled by Owner. At every meeting Program Manager is required to attend, Program Manager shall be represented at such meeting by, at a minimum, Program Manager's representative for each subject being discussed at such meeting.

4.6.1 Preparation And Distribution of Meeting Minutes. At every meeting Program Manager attend, Program Manager shall keep written minutes of the meeting and distribute typed copies of same to Owner and all in attendance at such meeting, as well as anyone else Program Manager believes, in the exercise of its professional judgment, should review such minutes.

4.7 Program Schedule. Program Manager shall prepare and submit to Owner's Representative within thirty (30) days of receipt of the date hereof, a schedule for the Program in such form as Owner may require (the "Program Schedule"). The Program Schedule shall establish and show milestones, including start and finish dates, for critical phases and events for the overall Program and for the design and construction of each Project. Program Manager shall continually update the Program Schedule throughout the duration of the Program, including updating the Program Schedule as updates are made to each Project schedule

4.7.1 Notice Of Delays To Program and Project Schedules. Program Manager shall, in writing, immediately notify Owner's Representative of delays or anticipated potential delays to the Program Schedule or any Project schedule and make recommendations for eliminating or minimizing such delays and the effects thereof.

4.8 Budget And Cash Flow Analysis. Program Manager shall prepare and submit to Owner's Representative, on at least a quarterly basis, a budget and anticipated cash flow analysis for the Program and each Project, subdivided into design and construction phases for each Project. Site acquisition costs shall be shown separately. Program Manager shall continually update such analysis throughout the duration of the Program.

4.9 Communications And Reporting. All communications from Program Manager to Owner, excepting only ordinary and routine communications, shall be in writing and shall be directed to the Owner's Representative, with copies to such other persons as designated from time to time by Owner.

4.10 Document Control. Program Manager shall be responsible for Owner's document control for the Program and each Project, including reviewing all documents received by Owner and Program Manager, copying and distribution of documents as necessary, and storage and retrieval of documents. Program Manager shall confirm that Owner receives all documents required to be submitted to Owner and that Owner acquires copies of all documents that it is in the Owner's interest to acquire.

4.10.1 Computerized System. Program Manager shall implement and utilize a computerized system for management and control of documents and information. Such system shall be capable of, at a minimum, cataloging, sorting, searching and retrieving all permits, correspondence, transmittals, pay requests, change orders, requests for information, meeting minutes, and progress reports. Owner shall have access to such system at all times, and all databases created with the system shall be the property of Owner.

4.11 Maintenance Of Construction Contract Documents. Program Manager shall maintain on behalf of, and for use by, Owner a complete and current set of all documents comprising or incorporated in the Construction Contract for the Project.

4.12 Project Reviews With Project Architect. Upon execution of a Design Contract, Program Manager shall meet with the Project Architect to review the Project analysis, the design criteria, the Project budget, the design schedule, the Project Schedule, Applicable Laws affecting the Project, and channels for communications and reporting.

4.13 Verify Project Architect's Insurance. Program Manager shall review all insurance certificates and policies submitted by each Project Architect for compliance with the Design Contract, and shall seek compliance by the Project Architect where necessary. Program Manager shall verify such compliance to Owner in writing. Program Manager shall not permit a Project Architect to commence or continue with performance or provision of design services if the Project Architect is not in full compliance with insurance requirements but shall immediately notify Owner in writing of such noncompliance.

4.14 Twice Monthly Meetings With Project Architect. During the Design Phase of each Project, Program Manager shall meet not less than twice every month with the Project Architect to review the progress of design work and identify any delays or potential delays to the design schedule, deviation from Owner's design and budget criteria, and constructability problems.

4.14.1 Identification of Potential Cost Savings. During and after such meetings, Program Manager shall study and evaluate the construction materials, building systems, and equipment called for in the design for the purpose of identifying any potential savings that may be achieved through Value Engineering, commonality or similarity of materials

and equipment, procurement by Owner, bulk purchasing and economies of scale. Program Manager shall also evaluate the design for the purpose of achieving maximum efficiency and cost-effectiveness in construction and installation, future expandability of the Project, Life Cycle Costs, ease of maintenance, and economy of operation.

4.14.2 Written Reports To Owner. Within three (3) working days after each such meeting, Program Manager shall submit to Owner's Representative and Project Architect a written report setting out in detail:

- (a) Any actual or potential problems, delays or impediments to the successful and timely completion of the design or the Project, and making recommendations for eliminating or minimizing same; and
- (b) Any potential cost savings, as well as potential improvements in constructability and operation of the Project and making recommendations regarding same.

4.15 Review Cost-Saving Recommendations With Owner. Program Manager shall consult with Owner regarding all potential cost-saving measures recommended or identified by Program Manager. Upon Owner's written authorization, Program Manager shall implement, or direct implementation of, such cost-saving measures as Owner approves.

4.16 Review Of Geotechnical Reports. Program Manager shall review all geotechnical reports submitted in a timely manner and promptly report to Owner in writing any impact upon cost or timely completion indicated by such reports, along with Program Manager's recommendation for cost savings and avoidance of delay.

4.17 Review And Certification Of Project Architect's Pay Requests. Program Manager shall review each pay request submitted by a Project Architect and, within seven (7) days of receiving same, certify to Owner the amount that, in Program Manager's professional judgment, is due such Project Architect pursuant to the applicable Design Contract. Such certification by Program Manager shall be a representation to Owner that the amount certified is currently owed to such Project Architect under the terms of the Design Contract and that the Program Manager knows of no reason why any portion of such amount should be withheld.

4.18 Review Of Preliminary Design. Program Manager shall review the Preliminary Design for the Project upon submission by the Project Architect and shall evaluate same for completeness, accuracy, clarity, compliance with Project requirements, compliance with Owner's design criteria and budget, errors and omissions, coordination of drawings, constructability and compliance with Applicable Laws.

4.18.1 Written Report To Owner. Upon completion of such review, Program Manager shall submit to Owner a written report that identifies with respect to the Preliminary Design any problems or areas of concern and any deviations from the Project requirements and makes recommendations for eliminating or minimizing same. Such report shall include Program Manager's estimate, in such detail as Owner may reasonably require, of the cost of construction of the Project, and shall identify any deviations from the original Project budget and the cause of same, as well as any impact upon the Project budget. The report shall make recommendations for eliminating or minimizing such deviations, by Value Engineering or other means.

4.19 Review Of Design For Construction. Program Manager shall review the Design for Construction for the Project upon submission by the Project Architect and shall evaluate same

for completeness, accuracy, clarity, compliance with Project requirements, compliance with Owner's design criteria and budget, errors and omissions, coordination of drawings, constructability and compliance with Applicable Laws.

4.19.1 Written Report To Owner. Upon completion of such review, Program Manager shall submit to Owner a written report that identifies with respect to the Design for Construction any problems or areas of concern and any deviations from the Project requirements, and makes recommendations for eliminating or minimizing same. Such report shall include Program's Manager's estimate, in such detail as Owner may reasonably require, of the cost of construction of the Project, and shall identify any deviations from the original Project budget and the cause of same, as well as any impact upon the Project budget. The report shall make recommendations for eliminating or minimizing such deviations, by Value Engineering or other means.

4.20 Design Reviews. Program Manager shall make recommendations to the Owner and Project Architects with respect to constructability, construction cost, sequence of construction, scheduling and separation of the Project into contracts for various categories of work. Comments of the Program Manager during any Design reviews shall be advisory and not directives. All reviews shall be provided with due care; provided, however, that the performance of these reviews will not: (i) relieve the Project Architects of their responsibility to provide sound designs and to prepare the Construction Documents properly or (ii) make the Program Manager responsible for, or an insurer of, the designs prepared by the Project Architects and/or the performance of the Project Architects.

4.21 Services During Bidding. During the bidding or proposing for construction of the Project, Program Manager shall perform the following services:

4.21.1 In consultation with Owner and, if applicable, the Project Architect, prepare all necessary bid and proposal forms and documents.

4.21.2 In consultation with Owner, prepare and publish advertisements for bids or proposals for construction, or in the case of Design/Build Projects, for design and construction. In scheduling bid or proposal dates, Program Manager shall monitor the local construction market, noting in particular the bid or proposal dates of other significant construction projects. To the fullest extent possible consistent with Owner's scheduling needs, Program Manager shall avoid setting bid or proposal dates for the Project which conflict with bid or proposal dates for other construction projects in the area, it being Owner's desire to have the maximum possible interest in bidding or proposing on its Projects.

4.21.3 As necessary, or upon request by Owner, stimulate bidder or offeror interest by direct contact with qualified contractors and construction managers and design/builders.

4.21.4 Monitor and expedite the bidding or proposal process by tracking recipients of bid or proposal documents, obtaining and facilitating answers to bidders' or offerors' questions and furnishing necessary information, and facilitating the issuance of addenda. At the request of Owner, assist Owner in conducting pre-bid or pre-proposal conferences and attend all site visits.

4.21.5 In respect of Projects that are not Design/Build Projects, assist the Project Architect in preparing addenda in consultation with the Owner, as necessary. In respect

of Design/Build Projects, prepare addenda in consultation with the Owner, as necessary. Review all addenda for accuracy and completeness, compliance with Project criteria, constructability and impact on the construction schedule and cost, and report any significant cost or schedule impacts and any problems and areas of concern to Owner prior to issuance of addenda.

4.21.6 Analyze all bids or proposals received for completeness, responsiveness, price and compliance with bid bond requirements.

4.21.7 Investigate the background of all bidders or offerors, including such bidders' or offerors' experience in the local construction market, experience in construction, and if applicable, design, of educational facilities, qualifications to construct, and if applicable, design, the Project being bid or proposed, financial and bond capacity, and claims history.

4.21.8 In consultation with the Owner, evaluate bids or proposals and make recommendations regarding selection of the Contractor.

4.21.9 Program Manager shall assist Owner in negotiating the Construction Contract with the Contractor selected by Owner. Nothing herein shall be construed to indicate that the Program Manager shall be engaged in the practice of law, or the giving of legal advice.

4.21.10 Program Manager shall comply with all Applicable Laws and Owner policies and procedures in connection with all solicitations of bids and submissions, interviews and negotiations with all Project Architects, Contractors and other Project participants.

4.22 Reducing Bid Or Proposal Amounts. In the event that the lowest acceptable bid or proposal for construction of a Project, or the lowest acceptable bid or proposal for design and construction in the case of a Design/Build Project, exceeds the construction portion of the Project budget, or exceeds the design and construction portions of the Project budget in the case of a Design/Build Project, Program Manager shall, in consultation with the Owner, negotiate with the lowest responsible, responsive bidder or offeror to lower the bid or proposal to an amount acceptable to Owner. If such negotiations are unsuccessful in lowering the bid or proposal to an amount acceptable to Owner, Program Manager shall, in cooperation with the Project Architect if applicable, advise Owner on means of Value Engineering or lowering the cost of construction and, if applicable, design. Program Manager shall assist in implementing any measure decided upon by Owner to achieve such savings.

4.23 Notice To Proceed. Program Manager shall prepare and, after obtaining Owner's written approval, issue the notice to proceed to the Contractor.

4.24 Conduct Preconstruction Conference. Program Manager shall conduct a preconstruction conference with the Project Architect and the Contractor for the purpose of reviewing any special requirements related to site access, safety, coordination with school activities, communications and reporting procedures, scheduling, submittals, pay requests, change orders, inspections and any other matters relevant to the performance of the Program Manager, Project Architect, and Contractor. Within three (3) business days after the preconstruction conference, Program Manager shall prepare detailed minutes of the conference and distribute same to Owner and all attendees.

4.25 Procurement Of Special Services. Program Manager shall, as Owner's agent, procure, coordinate and supervise the services of surveyors, testing laboratories, and other special consultants required for each Project. Program Manager shall monitor all test results and notify Owner and Project Architect in writing of any known or observed problems.

4.26 Perform Owner's Obligations Under Construction Contract. Unless otherwise directed by Owner, Program Manager shall coordinate with Owner to schedule, coordinate, assist with and facilitate the performance of, all of Owner's duties under the Construction Contract. In addition, and without limiting the generality of the foregoing, and any provision hereof to the contrary notwithstanding, the Program Manager shall perform, as Basic Services, all of the duties of the "Owner's Representative", as that term is defined in a Design/Build Contract, under each Design/Build Contract. Program Manager shall coordinate with Owner to schedule and coordinate the procurement, delivery and security of any materials, furnishings and equipment to be furnished to the Project or any Project by Owner. Program Manager will monitor and assist in expediting the progress of the Work.

4.27 Permits And Licenses. Program Manager shall confirm that all permits and licenses that are required by contract or Applicable Laws are obtained. Program Manager shall not permit the Contractor to perform any Work requiring a permit or license unless the permit or license has been obtained.

4.28 Contractor's Bonds And Insurance Requirements. Program Manager shall review all insurance certificates and policies, payment bonds and performance bonds submitted by the Contractor for compliance with requirements of the Construction Contract, and Program Manager shall maintain on file copies of same. Program Manager shall verify to Owner in writing Contractor's compliance with such requirements. Program Manager shall not permit any Contractor to commence or continue with performance of the Work under the Construction Contract if such Contractor is not in compliance with all insurance and bond requirements and shall immediately notify Owner in writing of such noncompliance.

4.29 Review Of Construction Schedule. Program Manager shall review the construction schedule submitted by the Contractor. Program Manager shall verify that such schedule is reasonable and practical and conforms with the requirements of the Construction Contract and the Project schedule, and Program Manager shall represent same to Owner in writing prior to approving Contractor's use of such construction schedule. Program Manager shall furnish Owner a summary of the construction schedule showing the Contractor's critical path logic and shall keep the construction schedule and updates thereof available for Owner's use and review. When approved by Program Manager, a construction schedule shall be a basis for measuring progress of a Project and payment to the Contractor.

4.30 Construction Schedule Updates. Program Manager shall obtain and review all monthly updates of the construction schedules. Program Manager shall verify that such updates are consistent with the actual progress of construction as observed by Program Manager. Program Manager shall notify Owner in writing if an update indicates slippage in a construction schedule or delays to Project completion, and shall make recommendations for eliminating or minimizing such delays and the effects of same, as well as appropriate withholding of payment from the Contractor pursuant to the Construction Contract.

4.31 Review Contractor's Schedules Of Values. Upon receipt from the Contractor, Program Manager shall examine the Contractor's schedule of values together with all supporting documentation that may be required by the Construction Contract. The purpose of such examination shall be to protect Owner from an unbalanced schedule of values which allocates

greater value to certain elements of the Work than is indicated by such supporting documentation, or than is reasonable under the circumstances. If the schedule of values is not found to be appropriate, or if the supporting documentation is deemed to be inadequate, Program Manager shall notify Owner and the Project Architect in writing. After making its examination, if the schedule of values is found by Program Manager to be appropriate as submitted, or if necessary, as revised, Program Manager shall sign the schedule of values thereby indicating its informed belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Construction Contract price to the Contractor. Program Manager shall not sign such schedule of values in the absence of such belief.

4.32 Project Administration. Program Manager shall provide a management team to administer the Projects as an agent of Owner. Program Manager shall establish and implement a program to monitor the quality of the Work. Said program shall be adequate to allow Program Manager to determine if the quality of the Work for each Project meets the requirements of the Construction Contract. Program Manager will not issue instructions contrary to the Construction Contract. The Project administration services performed by Program Manager and the monitoring by the Program Manager of the quality of the construction will in no way release or relieve Contractor from any obligation to perform the Work in accordance with the Construction Contract. Program Manager will exercise due care in reviewing the quality of the Work, provided however, that the performance of such quality review:

- (a) Shall not relieve Contractor of any obligation to perform the Work in strict conformity with the Construction Contract and in strict conformity with all Applicable Laws; and
- (b) Shall not indicate or imply that Program Manager is in control or charge of any construction means, methods, techniques or sequences or any safety procedures or programs in connection with the Work.

Program Manager shall promptly notify Owner in writing of any known material breach of a Construction Contract by a Contractor and shall take all steps necessary to remedy such breach and to minimize or eliminate the effect of such breach on the timely and proper completion of the Work. Program Manager shall coordinate communication between all parties involved in construction of the Project. Program Manager shall monitor all construction activities and, through Owner's Representative and, where applicable, the school principal, coordinate same with school activities and functions and other needs of the Owner.

4.33 Contract Administration By Project Architect. Program Manager shall monitor the performance of Construction Contract administration duties by the Project Architect, including, without limitation, the timeliness of the Project Architect's review of submittals, change orders and Contractor pay requests. Owner may require Program Manager to perform, as an Additional Service unless set forth elsewhere in this Agreement as a Basic Service, all contract administration duties that would otherwise be performed by the Project Architect.

4.34 Safety; Violations. Program Manager will ascertain that Contractor has safety and accident prevention programs and procedures in place which cover all construction activities and all persons at the Project site, including subcontractors, visitors and suppliers or material and equipment. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor, Program Manager shall immediately notify Owner's Representative in writing of any known, observed or suspected safety violations and hazardous conditions occurring or existing anywhere in the Project.

4.35 Job Site Meetings. Program Manager shall schedule and conduct regular job-site meetings with the Project Architect, Contractor, and as necessary, major subcontractors and/or testing firms. Such meetings shall be scheduled and held with such frequency as may be appropriate for the Project, but in no event less frequent than monthly. The purpose of such meetings shall be to address all matters and issues relating to quality, quantity and progress of the Work. Within three (3) business days after each such meeting, Program Manager shall prepare and deliver to Owner and all in attendance at such meeting detailed minutes of same.

4.36 Review Of RFI's. Program Manager shall review all requests for information and interpretation submitted by Contractors. Where appropriate, Program Manager shall provide information to Contractors on behalf of Owner. With respect to any interpretation rendered by the Project Architect of a requirement of the Construction Contract, Program Manager shall carefully review such interpretation and shall immediately advise Owner in writing if Program Manager disagrees with any such interpretation. Program Manager shall maintain a log of all requests for information and interpretation, which shall record the date of receipt of, a description of, and date of response to, each request.

4.37 Review Of Contractor's Pay Requests. In respect of Projects that are not Design/Build Projects, Program Manager shall review each Contractor pay request upon receipt from the Project Architect, and shall certify to Owner the amount that, in Program Manager's professional judgment, is due the Contractor. In respect of Design/Build Projects, Program Manager shall review each pay request submitted by the Design/Builder and, within seven (7) days of receiving same, certify to Owner the amount that, in Program Manager's professional judgment, is due such Design/Builder pursuant to the Design/Build Contract. Program Manager shall notify Owner in writing of any disagreement with the Project Architect's certification and any reasons for such disagreement. Program Manager's certification of any Contractor pay request shall be a representation to Owner that, to the best of the Program Manager'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, the amount certified is currently owed to the Contractor under the terms of the Construction Contract and that Program Manager knows of no reason why any portion of such amount should be withheld.

4.38 Change Order Review. Program Manager shall review all change order requests or proposals submitted, and, within ten (10) days after receipt thereof, or more expeditiously if necessary to avoid delay to the construction schedule, shall, after consultation with the Project Architect, advise Owner in writing as to the cause, necessity, purpose, advantages and disadvantages, likely cost, likely effect on the construction schedule and the construction schedule and all other impacts and problems that may result from the issuance or nonissuance of a change order. Program Manager shall advise Owner of any reasonable alternatives to the change order request or proposal and shall recommend a course of action. Program Manager shall negotiate on Owner's behalf, cost increases and decreases and time extensions resulting from each change order with the party requesting the change order. Program Manager shall maintain a log of all change order requests and proposals, the amounts of same, all actions taken thereon, and the dates thereof. Program Manager will prepare monthly, or more frequently if reasonably required, a change order report to Owner identifying all additional professional services, increases in scope, increases in budget and time extensions for each Project.

4.39 Program Manager's Daily Log. During construction, Program Manager shall maintain a daily log of events and job site conditions of which the Program Manager is aware, including, without limitation, adverse weather, specific Work accomplished, equipment breakdowns and failures, procurement and delivery problems, accidents and injuries, safety violations and citations, and any other events or circumstances impacting the progress, cost or

quality of the Project; provided, however, that Program Manager shall not be required to maintain a full time presence on the site of the Project, subject to the following provisions of this paragraph 4.39. The Program Manager shall maintain a person on the site of a new school Project for not less than one half (1/2) day during each and every day there is Work performed on the site of such new school Project. Subject to the Owner's rights under paragraph 9.4 of this Agreement, the Program Manager shall exercise its best efforts to ensure to the fullest extent practicable that the person referred to in the immediately preceding sentence in respect of a new school Project is the same person for the duration of such new school Project. Without assuming the responsibilities of the Project Architect and without assuming the responsibilities of the Contractor, and subject to those provisions in this Agreement concerning the duties belonging to Contractor, such person shall affirmatively inquire into the matters described in this paragraph 4.39. Such person shall maintain a daily log in accordance with the first sentence of this paragraph 4.39 and shall submit a copy of such log to the Owner not less frequently than weekly.

4.40 Testing And Startup. Program Manager shall observe the testing and startup of all utilities, operating systems and equipment and shall report the results of same to Owner in writing. The Project Architect and Contractor shall provide schematic drawings and specifications and appropriate operational charts relating to mechanical and electrical systems for posting in the mechanical equipment rooms. Program Manager shall deliver to Owner all written material such as operations and maintenance manuals for all equipment, and all warranties and guaranties required by the Construction Contract.

4.41 As-Built Drawings. Program Manager shall review all as-built drawings and shall certify to Owner that all as-built drawings are adequate and complete based on the Program Manager's investigation, knowledge and belief.

4.42 Owner Training. Program Manager shall arrange for training of Owner's personnel in the maintenance and operation of all equipment and systems.

4.43 Punchlists And Defective Work; Certificates Of Completion. Program Manager shall, with the assistance of the Project Architect, make determinations as to whether all or significant portion of the Work are Substantially Complete and will prepare a punchlist and notify Contractor of any observed incomplete or defective Work. When incomplete or defective Work has been remedied by Contractor, Program Manager will advise Owner of the acceptability and completeness of all or significant portions of the Project and, together with the Architect, issue a Certificate of Substantial Completion pertaining to completed Work. Program Manager shall, in conjunction with the Project Architect and after the correction of all punchlist items, make a final comprehensive inspection of the Project and, in conjunction with the Project Architect, make a report to Owner which will indicate whether the Program Manager and Architect find the Work to be acceptable and in accordance with the Construction Contract. Program Manager shall report to Owner on a weekly basis and in writing the Contractor's progress in curing and completing punchlist Work.

4.44 Transfer Of Project To Owner. Program Manager shall assist Owner in the transfer of the completed Project to Owner. Such assistance shall include, without limitation, procuring keys to the Project, transfer of Project security, obtaining the certificate of occupancy and all other matters relating to Owner's initial occupation and possession of the Project.

4.45 Claims Assistance. Program Manager shall review and evaluate any and all claims for additional compensation or time extensions submitted by the Contractor or the Project Architect. Program Manager shall consult with Owner with respect to the nature, basis and merits

of such claims. If requested by Owner in writing, Program Manager shall negotiate such claims with the claimant on Owner's behalf.

4.46 Warranty Work. During the one (1) year period after Substantial Completion of each Project, Program Manager will provide evaluation services for the purpose of determining the cause and potential solutions for any significant Project problems and finding a solution to such problems. Any evaluation service performed by Program Manager shall be conducted in conjunction with the Project Architect. The Program Manager will conduct follow-up inspections as required to verify that all warranty items have been corrected. Program Manager shall conduct monthly meetings with the principals of schools that are under warranty for the purpose of identifying and addressing construction related issues that arise during the warranty period. Program Manager shall develop a tracking list of issues identified and maintain an ongoing status of the resolution of the issues identified. Program Manager shall report to Owner in writing all such warranty work performed and any problems experienced with the delivery and quality of such performance.

4.47 Final Payment and Accounting. Program Manager will assemble all final lien releases provided by Contractor and will recommend to Owner whether to make final payment to Contractor. Program Manager will, based upon information provided to Program Manager by the Project Architect and Contractor, prepare a final cost accounting report for each Project. If, after final payment to a Contractor, including final payment to a Contractor which is terminated or which has abandoned a Project, it is determined that the Contractor has received total payments in excess of the amount to which it is entitled based on Program Manager's approval of an application for payment or a recommendation for final payment, the Program Manager shall demand reimbursement of said payment from the Contractor. In the event Contractor fails to make said reimbursement within thirty (30) days after said demand and the Program Manager did not exercise the standard of care required of it under this Agreement in approving the application or making the recommendation that led to the excess payment, Program Manager shall be responsible to reimburse Owner for said payment. As to any such reimbursement made by Program Manager, Program Manager shall be subrogated to Owner's rights against the Contractor and surety.

4.48 Project Architect Or Contractor Default. In the event of a default by a Project Architect or Contractor, Program Manager shall perform services made necessary solely by the default of a Project Architect or a Contractor including, without limitation, evaluating, reporting and documenting the existing status of the Work, assisting Owner with evaluating proposals for replacement Project Architects and/or Contractors, developing recovery schedules, and assisting Owner with any claims made by or against any defaulting party; provided, however that Program Manager shall not be required to act as a replacement Project Architect or Contractor hereby.

4.49 Submission Of Documents To Reviewing Agencies. Program Manager shall ensure that all required submissions of documents to reviewing agencies, both governmental and otherwise, are complete, timely and in compliance with the requirements of such agencies.

## **ARTICLE 5**

### **ADDITIONAL SERVICES**

5.1 Generally. During the planning, design and construction of the Project, and at all times relevant thereto, Program Manager shall perform the services, duties, obligations and responsibilities set forth in, or reasonably implied by or inferable from, this Article 5, if authorized

and directed by written Change Order executed by Owner pursuant to Article 8 herein. Program Manager agrees to and accepts this scope of Additional Services.

5.2 Changes In The Program. Program Manager shall perform such services as may reasonably be required due to significant changes made in the Program after execution of this Agreement.

5.3 Owner's Insurance. Program Manager shall, in cooperation with Owner's risk management representative, determine Owner's insurance needs for the Program and each Project and assist Owner as needed in procuring necessary coverage.

5.4 Owner Requested Services. Program Manager shall perform such other services related to the Program and the intent of this Agreement as Owner may reasonably request.

## **ARTICLE 6**

### **OWNER'S OBLIGATIONS OTHER THAN PAYMENT**

6.1 Provide Program And Project Information. Owner shall provide Program Manager with adequate information regarding Owner's requirements for the Program and each Project, including any desired or required schedules and any budgetary requirements.

6.2 Owner's Representative. The Owner's Representative shall serve as Owner's Representative for the duration of the Program unless and until replaced by Owner, with written notice of such replacement furnished to Program Manager. Owner's Representative is the only representative of Owner entitled to act on behalf of Owner with respect to this Agreement and the requirements hereof. However, Owner's Representative does not have authority to waive or modify any requirement, condition or term of this Agreement.

6.3 Review Of Documents. Owner shall review any documents submitted by Program Manager requiring Owner's decision and shall render any required decisions pertaining thereto.

6.4 Access To The Site And The Work. Owner shall provide Program Manager access to each Project site and to the Work as necessary for Program Manager to perform this Agreement.

6.5 Cooperation To Secure Permits. Owner shall cooperate with Program Manager in securing any necessary licenses, permits, certificates, approvals or other necessary authorizations for the construction and occupancy of each Project.

6.6 Timely Performance. Owner shall perform those obligations set forth in the Agreement in a reasonably expeditious fashion so as to permit the orderly progress of Program Manager's Services, the Program and each Project.

6.7 Owner's Reviews, Inspections, Approvals, And Payments. Owner's review, inspection, or approval of any Preliminary Design, Design for Construction, Construction Contract, any other design or construction documents, any Work, any schedules, or any documents prepared or submitted by Program Manager shall be solely for the purpose of determining whether same are generally consistent with the Program or Project and Owner's requirements, therefore. No review, inspection, or approval by Owner of such Designs, Work or documents shall relieve Program Manager of its responsibility for the strict performance of its obligations under this Agreement or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and

work product. Payment by Owner pursuant to this Agreement shall not constitute a waiver of any of Owner's rights under this Agreement or at law.

6.8 Non -Waiver. It is expressly agreed that Owner's failure to exercise any right or remedy or to require Program Manager's strict compliance with Program Manager's obligations under this Agreement shall not be a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

6.9 Program Manager's Notice Of Nonperformance. If Program Manager believes that Owner is failing, or has failed, to perform properly and timely any of Owner's obligations hereunder, Program Manager shall promptly furnish written notice of same to Owner with copies to the Superintendent of Schools, Owner's Representative and to Owner's legal counsel. Failure by Program Manager to comply with the requirement of this paragraph 6.9 shall constitute a waiver of, and estoppel of the right to assert, any claim or defense related to such failure of performance by Owner.

6.10 Office Space. Owner shall provide office space, office telephones, furniture, office supplies and filing cabinets for the Program Manager at the Sam A. Moss Service Center or such other location as Owner may from time to time designate. All other costs of Program Manager's office shall be borne by the Program Manager and are included in the fee for Basic Services.

## **ARTICLE 7**

### **PAYMENTS TO PROGRAM MANAGER**

7.1 Basis Of Compensation. Owner shall pay, and Program Manager shall accept, as full and complete compensation for Program Manager's performance of Basic Services, a fee of \$ **15,185,671.64**, as such fee may be increased or decreased for changes in scope as set forth herein. The fee shall be payable to Program Manager in sixty (60) equal monthly installments. Payment of the fee in full is contingent upon and requires Program Manager to complete all of the Projects in the CIP. In the event all of the Projects are not completed within such sixty (60) month period through no fault of the Contractor, Contractor shall be entitled to the full fee. In the event all of the Projects are not completed within such sixty (60) month period and Program Manger's fault is a contributing cause of the delay, the parties shall negotiate in good faith an equitable adjustment to the Program Manager's compensation and a credit to Owner. In the event that the Owner elects not to commence any Project in the CIP or otherwise materially changes the scope of such Projects, the parties shall negotiate in good faith an equitable adjustment to the Program Manager's compensation.

7.2 Additional Services. Owner and Program agree to negotiate in good faith the additional compensation payable for additional services. Any Additional Services and the compensation therefore shall be set forth in a written amendment to this Agreement.

7.2.1 In the event that Owner and Program Manager agree upon a specific scope of work to be performed as Additional Services, they may agree to perform the work on a lump sum basis. In the event the parties agree to payment on a lump sum basis, the amendment to this Agreement shall include the time within which the Additional Services are to be provided, and the total agreed-upon compensation shall be divided equally over the number of months such Additional Services are to be provided.

7.2.2 Owner may elect to pay for Additional Services based upon the hourly fee schedule attached as Exhibit "A" to this Agreement. In such event, Program Manager

shall submit detailed monthly bills on a monthly basis setting forth the name, job category, billing rate and hours worked on each day for all individuals performing work associated with the Additional Services. Such payments shall be paid monthly in arrears.

7.3 Reimbursable Expenses. Program Manager shall be reimbursed at cost and without mark-up for reasonable out-of-town travel expenses if approved in advance by Owner. The cost of printing, for drawings, specifications and bid packages shall be paid directly by Owner.

7.4 Taxes And Fees. Program Manager's compensation shall be deemed to include, and Program Manager shall be responsible for payment of, all federal, state and local taxes, assessments and fees related to this Agreement and the performance thereof which are enacted and effective as of the date of this Agreement.

7.5 Program Manager's Pay Request. On or before the fifth day of each month after Program Manager commences performance of the Basic Services, Program Manager shall submit to Owner a request for payment ("Pay Request") for the Services performed by Program Manager for the preceding month. The Pay Request shall be supported by such documentation as Owner may require, including certified time sheets for all of Program Manager's personnel and other persons who have performed Services for which payment is requested on an hourly fee basis. Copies of paid receipts for expenses for which Program Manager seeks reimbursement shall be furnished as part of the Pay Request. Unless otherwise directed by Owner's Representative, Pay Requests shall be submitted to Owner's Representative for approval in triplicate.

7.6 Releases Of Claims. All Pay Requests shall be accompanied by Program Manager's executed release and waiver of claims in the form attached hereto as Exhibit "B". Program's Manager's Pay Request for final payment shall be accompanied by an executed release and waiver of claims in the form attached hereto as Exhibit "C".

7.7 Certification Relating To Pay Requests. Each Pay Request shall bear the signature of Program Manager's Program Director, which signature shall constitute Program Manager's representation to Owner that the Basic Services and/or Additional Services indicated in the Pay Request have been properly and timely performed as required herein, that the Reimbursable Expenses included in the Pay Request have been actually, reasonably and properly incurred, that all obligations of Program Manager covered by prior Pay Requests have been paid in full, and that, to the best of Program's Manager's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to Program Manager that payment of any portion thereof should be withheld. Submission of Program Manager's Pay Request for final payment shall further constitute Program Manager's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Program Manager to others incurred in connection with the Project, will be paid in full. In the event that Owner becomes credibly informed that any of the foregoing representations by Program Manager are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Program Manager until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

7.8 Payment Of Pay Requests. Owner shall make payment to Program Manager of all sums properly invoiced and approved under the provisions of this Article 7, less any withheld amount authorized by this Agreement and less any amounts owed by Program Manager to Owner, not more than thirty (30) days following Owner's receipt of the Pay Request, provided that the Pay Request is in proper order, is supported by all required documentation, and that all

conditions precedent to payment have been satisfied; otherwise, the time for payment of such Pay Requests shall be extended by the amount of time required to cure such deficiencies.

7.9 Withholding Of Payment. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make a payment or payments to Program Manager otherwise due or thereafter to become due, to the extent that any one or more of the following conditions exists:

- (a) Program Manager's Pay Request is not in the form or supported by the documentation required by this Agreement;
- (b) Program Manager is in default of any of its obligations hereunder or under the applicable Project Order;
- (c) Any part of such payment is attributable to performance by Program Manager which Owner adjudges to be deficient or not conforming with the requirements of this Agreement; provided, however, that payment shall be made as to the part thereof attributable to performance which is rendered in accordance with this Agreement and is not deficient, subject to other provisions hereof;
- (d) Program Manager has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with the Program in accordance with any agreement therefor, or any person has filed a claim that Program Manager has failed to make payments due to such person; or
- (e) Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Program Manager.

In the event that any of the foregoing conditions exist, Owner shall be entitled to retain from any sum then due or thereafter to become due an amount sufficient in the judgment of Owner to satisfy, discharge, and defend against such claims, to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions.

7.10 Disputed Pay Request. In the event Owner's Representative disagrees with or questions all or any portion of any Pay Request, the amount due to Program Manager, or the sufficiency of the information and documentation submitted by Program Manager, Owner's Representative shall notify Program Manager in writing and Owner shall pay the undisputed parts of such Pay Request. If Owner's Representative and Program Manager are able to agree on the amount due under the disputed part of any Pay Request, payment will be made by the payment due date on the original Pay Request or ten (10) days after receipt of a new Pay Request representing the agreed amount, whichever is later.

7.11 Conditions Precedent To Payment. In addition to all other conditions contained in this Agreement, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Program Manager not be in material breach of this Agreement; (b) Program Manager has submitted all documents required by this Agreement; and (c) Program Manager has submitted its Pay Requests and backup documentation in the time, form, and manner required by this Agreement.

## ARTICLE 8

### **CHANGE ORDERS**

8.1 Owner's Authority To Order Changes. Owner may, without affecting the validity or enforceability of this Agreement, direct changes in the Services, including additions, deletions, modifications, and revisions thereto, and direct Program Manager to perform Additional Services. Program Manager shall promptly proceed with the performance of the Additional Services in accordance with Owner's directions, and failure to agree on the specific terms of a Change Order shall not be cause for Program Manager's failure to perform the Services or to proceed with any directed change, so long as Owner and Program Manager agree that there has been a change to the Services.

8.2 Adjustments To Compensation By Change Order Only. Adjustments to the Program Manager's compensation for the Services may be made only by Change Order in accordance with the terms of this Article.

8.3 Increases To Program Manager's Compensation. If Owner directs a change in the time or scope of the Services required of Program Manager, or if Owner directs Program Manager to perform Additional Services, then Program Manager's compensation shall be equitably adjusted by a Change Order; provided, however, and on condition that:

- (a) No upward adjustment shall be made to the Program Manager's compensation and no payment of Reimbursable Expenses shall be authorized if such change in the time or scope of the Services, or the need for Additional Services, is caused by the fault, in whole or in part, of Program Manager; and
- (b) Program Manager gives Owner written notice within seven (7) days after the occurrence of the event or commencement of the condition giving rise to the claim for additional compensation and promptly thereafter submits to Owner its documented claim for additional compensation and makes available to Owner all pertinent information requested by Owner relating to such claim, and such request is approved by Owner, which approval shall not be unreasonably withheld.

8.4 Reductions In Program Manager's Compensation. If the Program Manager's Services are reduced in time or scope, the Program Manager's compensation shall be equitably adjusted by Change Order.

8.5 Payment. Payment for Services performed pursuant to a Change Order shall be requested and made in accordance with, and shall be subject to, the provisions of Article 7.

8.6 Change Orders Final. The parties' agreement on any Change Order shall constitute a final settlement on all items covered by such Change Order, as well as all issues and matters related in any way to the circumstances forming the basis for the Change Order.

## ARTICLE 9

### **PERSONNEL, SUBCONTRACTORS AND CONSULTANTS**

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

9.1.1 Background Checks. A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

9.2 Approval Of Program Manager's Subcontractors Required/Required Subcontract Terms. Program Manager shall not subcontract to any person or entity (including affiliates of Program Manager) any part of the Services to be rendered by Program Manager under this Agreement without Owner's prior written approval. Program Manager shall provide Owner with such information as Owner deems necessary in order to determine whether to approve any such subcontracts. All such subcontracts shall afford Program Manager rights against its Subcontractors and consultants which correspond to the rights afforded to Owner against Program Manager herein, including, without limitation, those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor and consultant charges as set forth herein.

9.3 Program Manager Responsible For Acts Of Subcontractors. Should Program Manager subcontract all or any part of the Services required under this Agreement, such subcontracting of the Services shall not relieve Program Manager from any liability or obligation under this Agreement or under any Applicable Law, and Program Manager shall be responsible for any and all acts, defaults, omissions and negligence of its Subcontractors and consultants. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor or consultant of Program Manager, and a provision to this effect shall be inserted into all agreements between Program Manager and its Subcontractors and consultants.

9.4 Program Manager's Personnel. Program Manager shall assign only qualified personnel to perform the Services and any functions related to the Program and any Project.

9.4.1 Engineers. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor, Program Manager shall at all times have available to provide Additional Services to the Program and each Project at least one (1) engineer, licensed in the State of Georgia, for each of the following disciplines: civil, electrical, mechanical, and structural. Owner may, in its sole discretion, elect to waive the licensing requirement in favor of a person with an acceptable level of experience.

9.4.2 Chief Executive. Upon forty-eight (48) hours notice from Owner, Program Manager's Chief Executive Officer, or equal, shall be made available for consultation with Owner as Owner, in its sole discretion, deems necessary.

9.4.3 Prior Approval By Owner. Program Manager shall not assign any personnel to the Program without first obtaining written approval of such assignment from Owner's Representative. In order to permit Owner to evaluate Program Manager's prospective personnel assignments, Program Manager shall make all such personnel available for interviews by Owner and Owner's staff, at Owner's place of business, and shall furnish resumes of prospective personnel. At the time of execution of this Agreement, the individuals listed in Exhibit "A" have been approved by Owner. Subsequent personnel assignments shall be added to Exhibit "A", upon approval in accordance with this paragraph 9.3. Individuals listed in Exhibit "A", shall not be changed unless: (a) Owner exercises its rights set forth in paragraph 9.4, (b) Owner gives prior written authorization for such change, or (c) any such individual ceases to be employed or retained by Program Manager or any parent, affiliate, subsidiary, or joint venture partner thereof, in which case immediate written notice of same shall be given to Owner.

9.4.4 Continuity of Staff. In addition to the Owner's rights under subparagraph 9.4.3, and subject to the Owner's rights under paragraph 9.4, Program Manager shall exercise its best efforts to ensure to the fullest extent practicable that the individuals assigned by Program Manager to staff the Program remain the same, and in their same positions, for the duration of the Project(s) to which they are assigned. Program Manager acknowledges that such continuity of staff is of material importance to the Owner, and that the failure of such continuity may result in inefficiency and cause damage to the Owner.

9.5 Removal Of Personnel And Subcontractors. If at any time during the course of the Program, Owner reasonably determines that the performance or conduct of any member of Program Manager's staff or any of Program Manager's Subcontractors or consultants working on the Program or any Project is unsatisfactory, Owner's Representative may require Program Manager to remove such staff member or terminate such Subcontractor or consultant from the Project immediately and replace the staff member or Subcontractor or consultant, subject to approval in accordance with paragraph 9.3, at no cost or penalty to Owner for delays or inefficiencies the change may cause.

9.6 Employment Taxes. Program Manager shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

## **ARTICLE 10**

### **PROGRAM AND PROJECT DOCUMENTS**

10.1 Use And Ownership. All Preliminary Designs, Designs for Construction, schedules and schedule updates, Construction Contracts, including, but not limited to, drawings, plans, specifications, and other documents or things pertaining to the Program and the Projects are the sole property of Owner. Such drawings, specifications and other documents and things shall not be used by Program Manager for any purpose other than the design and construction of the Projects unless Owner shall first agree otherwise in writing. Program Manager shall indemnify and save Owner harmless from any and all liabilities, costs, claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of, or resulting from, any unauthorized use of said documents and things by Program Manager.

10.2 Availability Of Program And Project Records To Owner. All records, documents and things relating to the Projects which are in the possession of Program Manager, including without limitation Program Manager's books and records relating to the Program and the Projects,

shall be made available to Owner, its designee, and any governmental authority for auditing, inspection and copying upon written request made by Owner. Such records also include, without limitation, all drawings, plans, specifications, Construction Contracts, Submittals, daily logs and dairies, correspondence, minutes and notes of meetings, memoranda, audio or video tape recordings, computer-based files and storage instruments, and other writings or things which document each Project, its design, and its construction.

10.3 Maintenance Of Program And Project Records. Program Manager shall maintain and protect all Program and Project-related documents, records and things for not less than five (5) years after the termination of this Agreement. Program Manager shall give Owner thirty (30) days written notice prior to disposal or destruction of any such documents, records and things.

## **ARTICLE 11**

### **INDEMNITY**

Program Manager shall, to the fullest extent permitted by law, indemnify and hold harmless Owner from and against all liability, claims, losses, damages, costs and expense of any nature or kind, including without limitation, attorneys' fees, costs of investigation and all litigation-related expenses, sustained or incurred by Owner to the extent arising out of and attributable to the negligent or wrongful performance of Services, or breach of this Agreement by Program Manager, or negligent or wrongful acts and omissions of Program Manager, its Subcontractors, employees, agents or consultants. This duty to indemnify Owner shall extend to, but not be limited to, claims for bodily injury (including death), for damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by Owner or any third person to the extent resulting from and attributable to any breach of contract, negligent or wrongful acts or omissions of Program Manager, its employees, Subcontractors, agents, and consultants.

## **ARTICLE 12**

### **INSURANCE**

12.1 Coverage Required. Program Manager shall, throughout the duration of this Agreement, and for a period of two (2) years after the termination of this Agreement, maintain at its own expense the following insurance, in the minimum limits set forth below, , written by insurers acceptable to Owner and in a form acceptable for Owner:

12.1.1 Workers' Compensation to statutory limits.

12.1.2 Employers Liability, One Million dollars (\$1,000,000) per occurrence.

12.1.3 Comprehensive General Liability, with combined limit for bodily injury, sickness or disease, death, and property damage of not less than One Million dollars (\$1,000,000) per occurrence, One Million dollars (\$1,000,000) annual aggregate.

12.1.4 Automobile Liability covering all owned, non-owned or hired vehicles, with combined single limit of One Million dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) annual aggregate.

12.1.5 Excess/Umbrella Liability in excess of items 12.1.2, 12.1.3, 12.1.4 and 12.1.5 above, in the amount of Five Million dollars (\$5,000,000) per occurrence.

12.1.6 Professional Errors and Omissions insurance, with a limit of Three Million dollars (\$3,000,000.00), per occurrence, Three Million dollars (\$3,000,000) annual aggregate.

12.2 Owner As Additional Insured. Owner shall be included as an additional insured by endorsement to include a 30-day intent to cancel on the coverages specified in subparagraphs 12.1.3, 12.1.4 and 12.1.5, and shall be indicated as such on certificates of insurance required herein.

12.3 Certificates Of Insurance/Cancellation Notice. Not later than ten (10) days after execution of this Agreement, Program Manager shall furnish to Owner original signed certificates of insurance showing that the insurance required by this Article 12 is in force. Such certificates shall provide for thirty (30) days written notice to Owner prior to cancellation or material change in any insurance coverage or policy.

12.4 Subcontractor/Consultant Coverage. Unless expressly waived by Owner in writing, Program Manager shall permit no Subcontractor or consultant retained by Program Manager to enter upon any Project site or perform any Services unless such Subcontractor or consultant is and remains insured in accordance with the requirements of paragraphs 12.1, 12.2 and 12.3. Program Manager shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Program Manager's Subcontractors or consultants to be so insured.

12.5 No Limitation On Program Manager's Liability. The obligations of the Program Manager to procure and maintain insurance shall not be construed to waive or restrict other obligations, including but not limited to Program Manager's indemnification obligations, and it is understood that insurance in no way limits the liability of the Program Manager whether or not same is covered by insurance.

## **ARTICLE 13**

### **SUSPENSION**

13.1 Owner's Right To Suspend. Owner may for any reason whatsoever suspend, in whole or in part, the Program, any Project, the performance of any Work, and performance of Program Manager's Services under this Agreement. Owner shall give written notice of such suspension to Program Manager specifying when such suspension is to become effective and the scope thereof.

13.2 Ceasing Performance Upon Suspension. From and upon the effective date of any suspension ordered by Owner, Program Manager shall incur no further expense or obligations in connection with the suspended portion of the Program, Project or Services, and Program Manager shall cease performing Services as directed by Owner. Program Manager shall also promptly suspend any of its open or outstanding contracts, subcontracts, or purchase orders related to the suspended portion of the Program, Project or the Services.

13.3 Resumption Of Work After Suspension. If Owner lifts the suspension it shall do so in writing, and Program Manager shall promptly resume performance of the Services required by this Agreement unless, prior to receiving the notice to resume the Services, Program Manager has exercised its right of termination as provided in Paragraph 14.8 herein.

13.4 Claim For Costs Of Suspension. Within forty-five (45) days after either the resumption of the suspended portion of the Program, any Project or Services or termination by Program Manager pursuant to paragraph 14.8, Program Manager may submit an itemization of expense and time expended as a result of the suspension, together with costs, pricing or other data required by Owner. Program Manager's failure to provide such itemized information within such forty-five (45) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Program Manager's work under this Agreement. Owner shall promptly review Program Manager's itemization and shall issue a Change Order providing for payment to Program Manager of such amounts as may be due on account of the suspension, which amounts shall be limited to direct costs resulting from the suspension and shall not include lost profits or other consequential damages related to or resulting from the suspension.

## **ARTICLE 14**

### **TERMINATION**

14.1 Termination For Convenience. Owner may for any reason whatsoever terminate, in whole or in part, the Program, one or more Projects, this Agreement, or Program Manager's employment under this Agreement, for Owner's convenience. Owner shall give written notice of such termination to Program Manager specifying when termination becomes effective and the scope of the termination.

14.2 Ceasing Performance Upon Termination. Program Manager shall incur no further obligations in connection with the terminated portion of the Program, a Project or this Agreement and Program Manager shall cease performance of Services when and to the extent such termination becomes effective.

14.3 Compensation For Termination For Convenience. As full compensation to Program Manager for any termination for convenience, Owner shall pay Program Manager all due or unpaid fees through the date of termination.

14.4 Termination For Cause. If Program Manager fails and/or refuses to perform its Services and responsibilities under this Agreement in a timely manner, supply enough properly skilled personnel, make prompt payment to its Subcontractors or consultants, or comply with Applicable Laws, or if Program Manager is otherwise guilty of a material breach of this Agreement or any representations or warranty made herein, then Owner may, by written notice to Program Manager, and without prejudice to any other right or remedy, terminate in whole or in part, one or more Projects, this Agreement or the employment of Program Manager under this Agreement, and take possession of all design documents, Construction Contracts, and all other Program and Project-related documents and things in the possession of Program Manager, and finish the Program and Projects by whatever methods it deems expedient. In such event, Owner shall be under no obligation to make further payment to Program Manager until Owner has been indemnified from any and all loss.

14.5 Erroneous Termination For Cause. In the event the employment of Program Manager is terminated by Owner for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was, for any reason, without just or proper cause, then such termination shall thereupon be deemed a Termination for Convenience under paragraph 14.1 and the provisions of paragraph 14.3 regarding compensation shall apply.

14.6 Completion By Owner And Survival Of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the

Program, any Projects and the Services by whatever means Owner deems most expedient. Program Manager's obligations and all provisions of this Agreement shall continue in full force and effect as to all Services performed prior to the effective date of the termination and as to that portion of the Program, Projects and Services not affected by the termination.

14.7 Termination By Program Manager. If the Program is suspended for a period of more than ninety (90) consecutive days by governmental authority or by direction or neglect of Owner's Representative, and through no fault of Program Manager, or if Owner fails to pay Program Manager any undisputed amount due on any undisputed invoice within thirty (30) days after receipt of written notification from Program Manager that such payment is overdue, then Program Manager may, upon seven (7) days prior written notice to Owner, terminate its Services hereunder.

## ARTICLE 15

### **MISCELLANEOUS PROVISIONS**

15.1 Publicity By Program Manager. Signs and advertisements of Program Manager or any of its Subcontractors or consultants will not be allowed on any Project site or any building or structure thereon without Owner's prior written approval.

15.2 Notices. Any notice required to be given herein shall be deemed to have been given to the other party if (a) given by first class mail, registered air express mail, courier service, or hand delivery; or (b) by telex or fax or email, provided that such notice is also confirmed by first class mail, registered air express mail, courier service, or hand delivery, to the following addresses:

To Owner:                      DeKalb County Board of Education  
1780 Montreal Road  
Tucker, Georgia 30084  
Attention: **Richard H. Boyd**  
Title: **Interim Chief Operating Officer**  
Email: **richard\_boyd@dekalbschoolsga.org**

To Program Manager  
or other designee with authority:

All notices shall be effective upon receipt.

15.3 Successors And Assigns. Program Manager shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without Owner's prior written consent. Owner shall have the right to assign its rights under this Agreement, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Program Manager, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this Agreement.

15.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including, without limitation, any Project Architect, Contractor, supplier, subcontractor or consultant.

15.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or other competent tribunal or rendered invalid by any legislative or regulatory enactment, the remaining provisions of this Agreement shall remain in full force and effect, and such holding or enactment shall not invalidate or render unenforceable any other provision hereof.

15.6 Headings. The headings used in this Agreement are merely for convenience and have no other force or effect.

15.7 Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

15.8 "Including". The terms "including", "includes", and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

15.9 Governing Law; Jurisdiction And Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to principles of conflict of law. The Owner and the Program agree that jurisdiction and venue of any legal action relating to the interpretation or enforcement of this Agreement or to the provision of Services under this Agreement shall be proper only in the Superior Court of DeKalb County, Georgia, and each agrees to irrevocably submit to the exclusive jurisdiction of the Superior Court of DeKalb County, Georgia for the purpose of any such action.


15.10 Entire Agreement/Amendments In Writing. This Agreement represents the entire agreement between Owner and Program Manager and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Project Program.

15.11 Hazardous Materials. Program Manager and its consultants will have no responsibility for the discovery, presence, handling, removal or exposure of persons to hazardous materials in any form at any Project site.

15.12 Delays Beyond Reasonable Control. Neither Owner nor Program Manager will be responsible for any delays beyond its reasonable control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

OWNER:  
DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature] [SEAL]  
Mrs. Vickie B. Turner  
[Printed Name]

Board Chairperson  
[Printed Title]

By:   
[Signature] [SEAL]

Dr. Vasanne S. Tinsley  
[Printed Name]


Interim Superintendent  
[Printed Title]

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083

11/14/2022  
[Date of Execution]

PROGRAM MANAGER:  
ACERM Program Management, A Joint  
Venture

By:   
[Signature] [SEAL]  
John D. Wright  
[Printed Name]

Vice President  
[Printed Title]

One Midtown Plaza

1360 Peachtree Street NE Suite 500  
Atlanta, GA 30309

[Printed Address]

9/27/2022  
[Date of Execution]

**SCHEDULE OF EXHIBITS  
TO MASTER AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

EXHIBIT "A" Schedule of Hourly Rates

EXHIBIT "B" Partial Waiver and Release of Claim Rights

EXHIBIT "C" Final Waiver and Release of Claim Rights

EXHIBIT "D" Contractor Affidavit

EXHIBIT "E" Subcontractor Affidavit

EXHIBIT "F" List of Proposal Documents for the Project

EXHIBIT "G" Owner's Criteria and Narrative Scope of Work

EXHIBIT "H" Contractor's Submittals

EXHIBIT "I" Joint Venture Agreement

## EXHIBIT "A"

### SCHEDULE OF HOURLY RATES

#### Fee Structure

The rate of compensation to the Program Manager for each individual performing Services at an hourly rate is set forth below. The rates set forth shall constitute the Program Manager's sole compensation and include adequate amounts to cover the cost of personnel, home and field office overhead, and profit.

Program Director	Mel Butler Jr.	\$ <u>209.90</u> /hourly
Deputy Program Director	Brian Albanese	\$ <u>175.50</u> /hourly
Senior Project Manager	Ryan Fernandez	\$ <u>128.81</u> /hourly
Senior Project Manager	Atiba Nunnally	\$ <u>150.98</u> /hourly
Project Manager	Michael Hall	\$ <u>137.18</u> /hourly
Project Manager	Lamonte Artis	\$ <u>157.50</u> /hourly
Project Manager	Carl Henry	\$ <u>116.39</u> /hourly
Project Engineer	Jorge Molina	\$ <u>149.85</u> /hourly
Project Engineer	Bianca George	\$ <u>135.00</u> /hourly
Construction Cost Estimating	Daniel Castellon & Team	\$ <u>200.03</u> /hourly
Project Controls Manager	David Wood	\$ <u>207.00</u> /hourly
Project/Accounting Specialist	Rajvee Rathod	\$ <u>73.13</u> /hourly
Procurement Specialist	Jacqueline Knight	\$ <u>109.40</u> /hourly
Design (Peer)Reviewer	Angel Flores & Team	\$ <u>156.38</u> /hourly
Quality Assurance Manager	Eno Aboagye-Atta	\$ <u>160.09</u> /hourly
Administrative Assistant	Patti Boston	\$ <u>74.72</u> /hourly
Clerical		\$ <u>63.00</u> /hourly
Safety Coordinator	David Killingsworth	\$ <u>139.50</u> /hourly
Program Scheduler/P6	Natalie DuQuesney	\$ <u>179.17</u> /hourly

**EXHIBIT "B"**  
**PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS**

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the DeKalb County Board of Education through the date indicated below, excepting only those claims for which the DeKalb County Board of Education has received, prior to the date indicated below, written notice furnished in strict compliance with paragraph 6.9 of Article 6 of the Master Agreement for Program Management Services Between the DeKalb County Board of Education and \_\_\_\_\_ dated \_\_\_\_\_.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, the DeKalb County Board of Education.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials or renting equipment, or both, to the undersigned have been paid in full.

DATED: \_\_\_\_\_

FIRM: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT "C"**  
**FINAL WAIVER AND RELEASE OF CLAIM RIGHTS**

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the DeKalb County Board of Education.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, the DeKalb County Board of Education.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials or renting equipment, or both, to the undersigned have been paid in full.

DATED: \_\_\_\_\_

FIRM: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

**EXHIBIT "D"**  
**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-contractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

\_\_\_\_\_  
Company Name / Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
BY: Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**EXHIBIT "E"**  
**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with \_\_\_\_\_ (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**EXHIBIT "F"**  
**LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT**

**Addendum No. 1 Dated March 16, 2022**

**Attachments:**

- A. Program Management Services  
Mandatory Pre-Proposal Conference Minutes (2 Pages)
- B. Program Management Services  
Mandatory Pre-Proposal Conference Sign-In Sheet (3) Pages)

**Addendum No. 2 March 29, 2022**

**Attachments:**

- A. Program Management Services  
Revised RFP 22-752-025 (27 Pages)
- B. Program Management Services  
Revised Attachment A-Program Manager Checklist and Certification (2 pages)
- C. Program Management Services  
Revised Appendix A-Owner's Criteria and Narrative Scope (6 Pages)
- D. Program Management Services  
Revised Appendix E-Master Agreement for Program Management Services (37 Pages)
- E. Program Management Services  
Revised Exhibit B-Proposed E-SPLOST VI Project List (1 Page)
- F. Program Management Services  
RFC No. 1 (3 pages)

## EXHIBIT G

### Owner's Criteria and Narrative Scope of Work

**Revised Appendix A: Owner's Criteria and Narrative Scope of Work**  
**RFP No. 22-752-025 – Program Management Services**

**PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals for the purposes of entering into a contract with a qualified Program Manager (PM), authorized to do business in the State of Georgia, with experience in construction program management services (the "Services") for K-12 educational facilities, and to act on the DeKalb County School District's (the "Owner") behalf for delivery of its Capital Improvement Program ("CIP") composed of multiple site modifications, renovations, additions and new construction projects (the "Owner's Projects"). A copy of the CIP Summary and more detailed information regarding the CIP can be obtained on the Owner's website at [www.dekalbschoolsga.org/e-splost/](http://www.dekalbschoolsga.org/e-splost/).

The Program Manager will also be required to manage and complete any projects remaining from the E-SPLOST V Program. (See Exhibit C).

Most facilities were constructed in the 1950's and 1960's. Almost all facilities have had some form of renovations, repairs, or additions over the years.

Since 1997, the Owner has utilized Education SPLOST (Special Purpose Local Option Sales Tax) funds as the primary funding source for its capital improvement programs. On November 2, 2021, the DeKalb County voters approved the Owner's sixth E-SPLOST program. It is anticipated that approximately \$700 million will be available to fund the District's 2022-2027 Capital Improvement Program through the utilization of the approved SPLOST funds, in conjunction with the State of Georgia's Capital Outlay Program.

Over the years, the Owner has utilized a PM and Supplemental Project Management Firms to support the management of the Owner's capital improvement programs. The current, existing Program Management Services Agreement will expire September 30, 2022. The new PM Service Agreement will be for an initial one-year term with four (4) one-year options to renew subject to Board approval on a year-to-year basis. The Owner will hold all design and construction contracts. The PM will be an integral member of the capital improvement team, and therefore all full-time staff members of the PM working for the Owner will operate under the Design and Construction Department located at the Sam A. Moss Service Center in Tucker, Georgia.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror.

**SCOPE OF SERVICES**

The DeKalb County School District (hereinafter, "the District" or "DCSD") is seeking a Program Manager (PM) to act on its behalf for the delivery of a Capital Improvement Program (CIP) which may be composed of new schools, school replacements, new additions, existing building modifications, renovations, ancillary facility modification or renovations, facility expansion or consolidation, capital renewal, technology improvements, and/or other capital needs. Sites may be added or removed throughout the term of the contract. Such additions or removals will require Board of Education (BOE) approval.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror.

- A. The PM will be an integral member of the Capital Improvement Team, and therefore all full-time staff members of the PM will be located at the office of Facilities and Maintenance Operations, Sam A. Moss Center, 1780 Montreal Road, Tucker, GA 30084. Part-time staff (i.e. estimators, design reviewers, etc.) may provide services on an as needed basis from a remote office location.
- B. The PM will report to the District's Chief Operating Officer (COO) or designee and be in coordination with the staff of the Operations Division. The PM will provide, in conjunction with the District's Design and Construction

Department, direct oversight and program management services of the Capital Improvement Program and the individual projects which comprise the program.

- C. The PM or any of its subsidiaries or affiliates will not be eligible to bid on or otherwise compete for or accept awards for contracts awarded under this Capital Improvement Program.

Services provided by the PM shall include but are not limited to the following services:

**1. Management of the Capital Improvement Program**

- a. Responsible for managing all resources and relationships necessary to achieve the Owner's desired outcomes. Coordinate and administer the Program, interfacing with internal staff of various departments and representatives of outside organizations.
- b. Review the District's Comprehensive Masterplan and the SPLOST VI project list as found on the District's website and advise Owner if project schedules or budgets are inconsistent with current costs and industry standard timeframes for the design and construction of any particular project type.
- c. Develop a Program Management Plan which outlines and defines the capital improvement scope, schedule and budget by project. Develop the criteria and a process to identify priorities for the various work items.
- d. In coordination with District staff, develop a Program Procedure Manual which will provide the framework on how the program will be executed on a day-to-day basis. The manual will identify team members' roles and responsibilities, as well as approval processes, lines of authority, reporting requirements, external communications with local school principals and stakeholders, and any other procedures necessary for the success of the program. The Program Procedure Manual shall incorporate all policies of the Board of Education and Georgia Department of Education, as well as the requirements of local and state building authorities.
- e. Provide computer scheduler/analysts to develop and maintain a comprehensive master schedule utilizing a capital program management software which documents the sequence and time frame for each project in the Program. DCSD is currently using Proliance program management software for the CIP program but is open to using other software. Reports on progress and status will be submitted at regular intervals as requested by the Owner.
- f. Review project budgets developed to date and create a master program budget. Prepare and maintain program's master budget incorporating the Owner's cost accounting procedures. Produce cash flow models to track anticipated project receipts against projected expenditures. Develop a process that provides cost control and timely, accurate measurement of program and project expenditures incorporating earned value management techniques. Prepare periodic summaries of program expenditures for the Owner's review. The costs for the web-based project reporting system licensing agreement and any required maintenance fees will be the responsibility of the Owner.
- g. Provide document and data control specialist to work with the Owner's staff to develop a web-based project reporting system and associated processes, which can be used to monitor project status and support the communication between team members. The system shall be used to track and control project information such as contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc. Specialist shall be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with the Owner's Capital Improvement Program. Specialist shall coordinate with the Design and Construction Department to develop and maintain systems and procedures to store, retrieve and analyze data, drawings, and other construction documents necessary for the design, operations and management of the District's facilities
- h. Report on the market climate and recommend strategies to minimize project delays and maximize project budgets. Provide analysis of project delivery methods to determine an optimal construction framework to complete renovation and modification projects timely and to minimize school disruption.
- i. As requested by the Chief Operating Officer, provide information sessions to the Board regarding program status and updates.

- j. Develop an outreach program to encourage qualified architects, engineers, contractors and consultants to be a part of the program. If requested, assist the Owner in developing and executing a contractor prequalification system.
- k. Assist the Owner in soliciting Request for Qualification and/or Request for Proposals for architects, engineers, surveyors, geo-technical consultants, etc. needed in the execution of the program.
- l. Develop a metrics-based system to track the program's level of success.

**2. Pre-Design Phase**

- a. Assist the Owner in the development of the process and procedures for administering contracts through all phases of the work.
- b. Assist the Owner in the development of the process for selecting the design consultant(s) for the project.
- c. Assist the Owner in the development of the communications procedures to manage the flow of information from the Owner to the design team(s) and contractors.

**3. Project Design Phase**

- a. Coordinate the design team's activities and provide leadership in assuring that the design phase program and procedures are implemented by all parties.
- b. Assist the Owner's design staff in the selection and assignment of architects and engineers.
- c. Determine needs for surveying, geo-technical and materials testing services, and other related services. Make recommendations and participate in selecting consultants to perform these services.
- d. Review, implement and monitor project schedule(s). Update master schedule as necessary to reflect any changes. The PM is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to.
- e. Implement and maintain cost control procedures throughout the Design Phase. Prepare a cost estimate and a value engineering assessment at the end of Schematics, Design Development and 80% Construction Documents, addressing constructability, possible cost-saving materials, sequencing of construction and/or construction techniques. Compare with the budget and cost estimates submitted by the Design Consultants and recommend revision or action, if required, to maintain project budgets.
- f. Review in-progress design documents during each phase of design to protect the Owner against errors, inconsistencies, omissions or vagueness in plans and specifications. Ensure that all designs comply with the Owner's Educational Specifications and Design Requirements.
- g. Conduct design progress meetings with the Owner, the Design Consultant and other appropriate parties. The PM will record, transcribe and distribute a Design Progress Report to all attendees.
- h. Develop a construction delivery strategy that meets the Owner's objectives and minimizes disruptions to the educational program.
- i. Provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.
- j. Review design to recommend alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Design Consultant's responsibilities or liabilities for design.
- k. Develop phasing and occupancy plan and schedule in conjunction with the Owner's design staff and the Design Consultant that includes procurement support for furniture, furnishings, and equipment purchase in order that adequate delivery times are included in project schedules. Develop interim housing phasing of projects if necessary.

**4. Procurement Phase**

- a. Coordinate with the Owner's Procurement Manager to ensure a current bid list is maintained.
- b. Ensure specifications and drawings are available and finalized prior to sending requirements to the Owner's Procurement Manger.
- c. Coordinate with Procurement/Procurement Manager on all pre-bid/proposal conference and site visit(s).
- d. Identify and assist the Design Consultant in obtaining all necessary permits.
- e. Assist Procurement/Procurement Manager in evaluating bids and processing contracts.
- f. Ensure all contract(s), purchase order(s), and other documents are sent to the Owner's Purchasing Department to ensure timely processing.

**5. Construction Phase**

- a. Provide a management team to provide contract administration and to establish and implement coordination procedures among the Owner, the Design Consultant, the Contractor, testing agencies and other contractors. The PM will monitor and expedite the progress of the construction work.
- b. Conduct with the Owner's staff, the Design Consultant and the Contractor a preconstruction orientation meeting.
- c. Establish and implement procedures for the submittal and review by the PM, the Design Consultant and the Owner of shop drawings, samples, test reports, change orders and application for payments. The PM will maintain logs, files and other documentation relating to such submittals and reviews.
- d. Manage and administer construction contracts and coordinate with Design Consultants and the Owner concerning work change, payments, submittals, monitoring of construction, document interpretations, and other procedural aspects.
- e. Evaluate and/or recommend Change Orders for formal execution. The PM shall advise the Owner on Change Order process ensuring fair price and procedural compliance. Make recommendation to the Owner as to justification and appropriateness of Change Orders, including the appropriateness of quantities and pricing of the work.
- f. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the project. The PM shall review Contractor payment requests, schedule of values and verify progress.
- g. Conduct regular job coordination meetings with the Contractor, Design Consultant and the Owner.
- h. Review scheduled construction activities for coordination with ongoing educational programs and school functions.
- i. Review and monitor the progress of the Contractor's work based upon the approved construction schedule. Advise the Owner regarding the best sequencing to facilitate productivity and occupancy objectives.
- j. Report potential budget and schedule variances, and if necessary, prepare recovery plans.
- k. Make recommendations to the Design Consultant when the PM observes construction work that appears to be defective or not in conformity with the Contract Documents.
- l. Provide written monthly status reports which shall include schedule reports, cost status reports and cash flow analysis.
- m. Assist the Design Consultant in the determination of Substantial Completion and the preparation of punch list. Verify the acceptability and completeness of all work per the Contract Documents.
- n. Work with the Owner's Warehouse Services to provide logistical support in the acquisition, receiving, and setting up of furniture and equipment within new and renovated facilities.

**6. Post-Construction Phase**

- a. Coordinate the plan and schedule of occupancy to minimize disruption to educational activities.
- b. Develop a performance evaluation process of new building systems installed in a facility and impact on users.
- c. Schedule instruction sessions by major material and equipment suppliers to orient and train the Owner's staff for operation. Ensure all operations manuals and warranties are delivered to the Owner in a timely manner.
- d. Organize and conduct six and eleven-month post occupancy evaluations and provide written reports.
- e. Coordinate and expedite transmittals of as-built drawings, guarantees, warranties, maintenance manuals and other record documents to the Owner.
- f. Secure copies of Occupancy Certificates for the Owner's records. Maintain schedule of when Temporary Certificate of Occupancy and Certificate of Occupancy were obtained.
- g. Prepare final project accounting, cost per unit comparisons, and closeout reports.
- h. Conduct warranty inspections of projects during the applicable warranty period. Consult with the Design Consultant and the Owner to obtain and expedite corrective work to repair warranty items.
- i. Develop and evaluate instrument and performance of the design consultants, and construction contractors, and provide evaluation in writing.

**7. Project Management Oversight**

- 1. Provide limited project management and oversight services regarding scheduling, cost tracking and reporting for non-construction CIP funded activities. The execution of these projects is accomplished by different entities with DCSD. These non-construction activities are budgeted at approximately One-Hundred, Forty-Nine Million, Five-Hundred Thousand dollars (\$149,500,000.00) of the total program of "Owner's Projects". These activities included but are not limited to:
  - a) Demolition (In coordination with Owner's Facilities Management Department)
    - 1. Surplus Properties
  - b) Technology Equipment and Infrastructure Upgrades (In coordination with the Owner's Information Technology Department)
    - 1. Major Projects
      - a. Replacement Schools
      - b. Large-Scale Additions, Renovations, and Modifications
    - 2. Classroom Equipment Upgrades
    - 3. Infrastructure Refresh
    - 4. Wireless Access Upgrades
    - 5. Telecom Infrastructure Upgrades
    - 6. Digital Content Distribution Upgrades
    - 7. Infrastructure Upgrades
    - 8. Hardware Refresh
    - 9. 21st Century Technology Upgrades
  - c) School Buses, Vehicles and Other Capital Equipment (In coordination with the Owner's Transportation, Music, School Nutrition Services and Facilities Management Departments)
    - 1. School Bus Replacement
    - 2. Support Service Vehicle Replacement
    - 3. Bus Monitoring Systems
    - 4. Radio Communications
    - 5. Musical Instruments and Equipment Replacement
    - 6. Portable Classroom Replacement
    - 7. Kitchen Equipment Replacement

**8. Other Duties and Responsibilities**

1. Attend meetings as requested by the Owner. Meetings may be conducted during or after regular business hours. Examples of type of meetings which PM may be requested to attend include:
  - a. Community Meetings
  - b. Project Review Meetings
  - c. Community Construction Advisory Committee
  - d. Coordination Meeting with DCSD staff
  - e. Local Governmental Agencies
  - f. Operations Division Staff Meetings
  - g. Capital Program Department Staff Meetings
  - h. School Board Meetings
  - i. SPLOST Advisory Committee Meetings

## EXHIBIT H Contractor's Submittal



### Revised ATTACHMENT A: PROGRAM MANAGER CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 22-752-025 Program Management Services** containing a full set of documents:

**IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.**

		Include with Proposal	Check Box to Confirm Inclusion
<b>Owner's Standard Forms:</b>			
Attachment A	Program Manager Contractor's Checklist (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input checked="" type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Not Applicable	YES	<input checked="" type="checkbox"/>
Attachment H	Suspension and Debarment Certification (1 page)	YES	<input checked="" type="checkbox"/>
Attachment I	Program Manager Price Proposal (4 pages)	YES	<input checked="" type="checkbox"/>
Attachment J	Immigration and Security Certification (8 pages)	YES	<input checked="" type="checkbox"/>
Attachment K	No Submittal Response Form (1 page)	N/A	
<b>Other Requirements:</b>			
	Sample Certificate of Insurance, per General Requirements Item G.	YES	<input checked="" type="checkbox"/>
	Copy of Business License, per General Requirements Item T.	YES	<input checked="" type="checkbox"/>
	Acknowledgement of ALL addenda (if any) on next page.	YES	<input checked="" type="checkbox"/>
<b>Owner's Appendices:</b>			
Appendix A:	Owner's Narrative and Scope of Work (6 pages)		
Appendix B:	Not Applicable		
Appendix C:	Not Applicable		
Appendix D:	Not Applicable		
Appendix E:	Master Agreement for Program Management Services (33 pages)		
Appendix F:	Subcontractor Affidavit of Noncollusion (1 page)		
<b>Owner's Exhibits:</b>			
Exhibit A	Proposal Evaluation Form (1 page)		
Exhibit B	Proposed SPLOST VI 2022-2027 Project List (1 page)		
Exhibit C	Remaining SPLOST V Project List (4 pages)		
Exhibit D	SPLOST VI – Anticipated Cash Flow Analysis (5 pages)		



Indicate **Addenda(s) Nos.** 1 and 2 received (**none unless indicated here**). The Program Manager is responsible for reading and understanding all sections of this RFP and affirms that the Program Manager shall be bound by all of the terms and conditions contained in this RFP.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Firm and its officers and employees have not entered into any agreement with any other Firm or prospective Firm or with any other person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFP.

Name of Program Manager: Mel Butler, Jr., CCM

Signature: 

Printed Name: John Wright

Title: Vice President Date: 4/11/2022

Sworn to and subscribed before me this 11<sup>TH</sup> day of APRIL, 2022.

Notary Public:  My commission expires: 6/5/23



**THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES.**

**ATTACHMENT B1: CORPORATE CERTIFICATE  
Proposals**

---

STATE OF California  
COUNTY OF Los Angeles

I, Armond Tatevossian, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that John Wright who signed said proposal on behalf of the offeror was then Vice President/Authorized Signatory of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of California.

  
\_\_\_\_\_  
[signature]

Armond Tatevossian  
\_\_\_\_\_  
[typed name]



Subscribed and sworn to  
before me this \_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_.

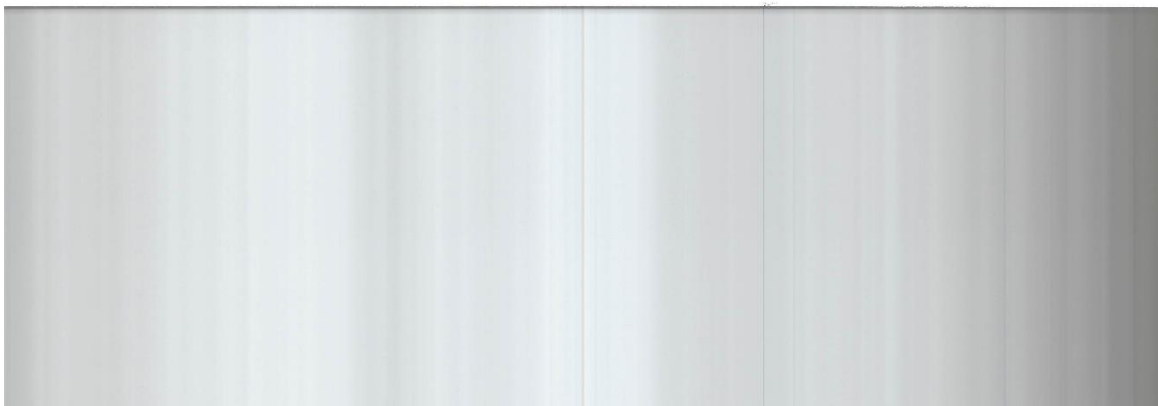
(SEAL)

*ats*  
(See attached)

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

My Commission Expires:  
\_\_\_/\_\_\_/\_\_\_

**RFP 22-752-025 – Program Management Services**



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

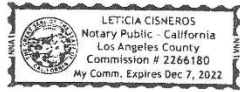
\_\_\_\_\_  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 18th day of March, 2022,  
 by Armond Tatevossian  
 (1) \_\_\_\_\_  
 (and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature [Handwritten Signature]  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document** Attachment B1: Corporate Certificate Proposals  
 Title or Type of Document: Re: RFP 22-752-025 - Program Management Services Document Date: None Provided  
 Number of Pages: 1 Signer(s) Other Than Named Above: None

**ATTACHMENT B3: ENTITY CERTIFICATE  
Proposals**

---

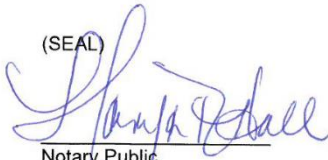
STATE OF GEORGIA  
COUNTY OF DEKALB

I, N/A, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that Albert G. Edwards who signed said proposal in behalf of the offeror was then CEO & President of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a LLC organized under the laws of the State of Georgia.

  
[signature]

Albert G. Edwards, CEO & President  
[typed name]

Subscribed and sworn to  
before me this 15 day of  
March, 2022.

(SEAL)  
  
Notary Public



My Commission Expires:  
8/14/25

**RFP 22-752-025 – Program Management Services**

**ATTACHMENT C: SUBCONTRACTOR LISTING**  
(Proposals)

TO: DEKALB COUNTY BOARD OF EDUCATION  
hereinafter called "Owner"

RFP No. 22-752-025  
Project No. N/A

Pursuant to proposal requirements for the Projects known as Program Management Services the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER
Program/project management support	R L Brown & Associates	250 E. Ponce De Leon Ave., 8th Floor Decatur, GA 30030
	Robert Brown	678-640-0196

*Use Additional Sheets If Necessary  
Provide Signature Identical To That  
Shown On The Proposal Form*

OFFEROR: ACERM Program Management, A Joint Venture

*[typed proper name of Offeror]*

By: 

*[signature]*

John Wright, Vice President, AECOM

*[name and title]*

**ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF Georgia

COUNTY OF DeKalb

COMES NOW,

AECOM Technical Services, Inc. ("Offeror"),  
*[name of Offeror]*

appearing by and through John Wright, it's Vice President  
*[insert name of individual with authority to bind Offeror]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant"), and \_\_\_\_\_ *in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education for Program Management Services RFP No. 22-752-025 (the "Project").

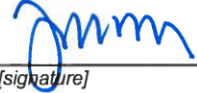
3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

AECOM Technical Services, Inc.  
[insert name of Offeror]

and John Wright  
[insert name of Individual And Representative Affiant]

By:  \_\_\_\_\_, both individually and on behalf of Offeror as its  
[signature]

Vice President  
[insert title]

Individual Affiants' signatures and names:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
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x \_\_\_\_\_  
Name:

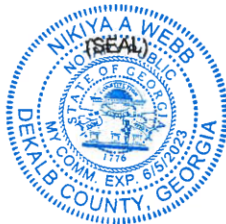
x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

Sworn to and subscribed before me this 11<sup>th</sup> day of APRIL, 2022

Notary Public:  My commission expires: 6/5/23



**ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF GEORGIA

COUNTY OF DEKALB

COMES NOW, Corporate Environmental Risk Management, LLC ("Offeror"),  
*[name of Offeror]*

appearing by and through Albert G. Edwards, it's CEO & President  
*[insert name of individual with authority to bind Offeror]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant"), and \_\_\_\_\_ *in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education for Program Management Services RFP No. 22-752-025 (the "Project").

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This 31<sup>st</sup> day of March, 2022

Corporate Environmental Risk Management, LLC  
[insert name of Offeror]

and Albert G. Edwards  
[insert name of Individual And Representative Affiant]

By: [Signature], both individually and on behalf of Offeror as its  
[signature]

CEO & President  
[insert title]

Individual Affiants' signatures and names:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

Sworn to and subscribed before me this 31<sup>st</sup> day of March, 2022.

Notary Public: [Signature] My commission expires: 8/17/2025

(SEAL)



**ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), John Wright am the (*Title*)  
Vice President and I am the duly authorized  
 representative of the firm of (*Firm Name*) AECOM Technical Services, Inc.  
 \_\_\_\_\_ (the "Firm") for purposes of this  
 Affidavit, whose address is (*Firm Address*) One Midtown Plaza, 1360 Peachtree St NE,  
Atlanta, GA 30360, and I possess the legal authority to make this Affidavit on  
 behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

*[Continued on next Page]*

4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: 

Printed Name: John Wright

Firm Name: AECOM Technical Services, Inc.

Date: 4/11/2022

Sworn to and described before me this 11<sup>TH</sup> day of APRIL, 2022

Personally known: \_\_\_\_\_

OR Produced Identification: Identification

Type of Identification: License

Notary Public – State of Georgia

My Commission Expires 06/05/2023

Affix Notary Seal Here: 



**ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Albert G. Edwards am the (*Title*) CEO & President and I am the duly authorized representative of the firm of (*Firm Name*) Corporate Environmental Risk Management, LLC (the "Firm") for purposes of this Affidavit, whose address is (*Firm Address*) 1990 Lakeside Parkway, Suite 300 Tucker, GA 30084, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

*[Continued on next Page]*

4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: Albert G. Edwards

Printed Name: Albert G. Edwards, CEO & President

Firm Name: Corporate Environmental Risk Management, LLC

Date: 3/25/22

Sworn to and described before me this 25<sup>th</sup> day of March, 2022

Personally known: Ltanya R. Hall Ltanya Hall

OR Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public – State of Georgia

My Commission Expires 8/14/2025

Affix Notary Seal Here:



**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 11 day of APRIL, 2022.

John Wright  
*[Printed name of person or entity consenting to release of information]*

By: 

Printed name: John Wright

Printed Title: Vice President

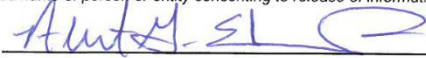
**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 25<sup>TH</sup> day of March, 2 022 .

Corporate Environmental Risk Management, LLC

*[Printed name of person or entity consenting to release of information]*

By: 

Printed name: Albert G. Edwards

Printed Title: CEO & President



**ATTACHMENT H**

**SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: AECOM Technical Services Inc. /  Date: 4/11/2022  
(Offeror Company Name/Certifying Official Signature)



**ATTACHMENT H**

**SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

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The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: Corporate Environmental Risk Management, LLC Date: 3/25/22  
**(Offeror Company Name/Certifying Official Signature)**

**Attachment I**  
**Program Management Services Price Proposal Form**

DeKalb County Board of Education  
 Sam A. Moss Service Center  
 1780 Montreal Road  
 Tucker, Georgia 30084

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Contractor,

ACERM Program Management, A Joint Venture \_\_\_\_\_  
*{legal name of Contractor}*  
 One Midtown Plaza, 1360 Peachtree Street NE, Suite 500 \_\_\_\_\_  
 Atlanta, GA 30309 \_\_\_\_\_  
*{address of Contractor}*  
 404-965-9600 \_\_\_\_\_  
*{telephone number of Contractor}*  
 john.d.wright@aecom.com \_\_\_\_\_  
*{email address}*

having carefully examined the proposed form of Master Agreement for Program Management Services (the "Agreement" or the "Contract") and the Owner's standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for Project: **Program Management Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Lump Sum Price, Schedule and other matters set forth below:

**A. The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Program Management Services.**

**E-SPLOST VI PROGRAM MANAGEMENT SERVICES**

1.	All Program Management Services Year 1:		\$	917,484.40
2.	All Program Management Services Year 2:		\$	1,290,852.52
3.	All Program Management Services Year 3:		\$	3,089,040.05
4.	All Program Management Services Year 4:		\$	3,018,970.31
5.	All Program Management Services Year 5:		\$	2,390,592.37
<b>Total E-SPLOST VI PROGRAM MANAGEMENT SERVICES</b>			<b>\$</b>	<b>10,706,939.65</b>

<b>E-SPLOST V PROGRAM MANAGEMENT SERVICES</b>			
1.	All Program Management Services Year 1:	\$	\$ 2,602,453.21
2.	All Program Management Services Year 2:	\$	\$ 1,876,278.78
<b>Total E-SPLOST V PROGRAM MANAGEMENT SERVICES</b>			<b>\$ 4,478,731.99</b>
(\$ <u>\$ 15,185,671.64</u> ), which sum shall constitute the combined total of			
<b>E-SPLOST VI and E-SPLOST V Program Management Services.</b>			

Fifteen Million One Hundred Eightyfive Thousand Six Hundred Seventy One and 64/100 dollars  
 [written in words]

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

<b>Rate for Staff</b>		
<b>Job Title</b>	<b>Name of Staff Member</b>	<b>Rate Per Month</b>
Program Director	Mel Butler, Jr.	\$ 35,263.62
Deputy Program Director	Brian Albanese	\$ 29,484.00
Senior Project Manager	Ryan Fernandez	\$ 21,639.42
Senior Project Manager	Atiba Nunnally	\$ 25,363.80
Project Manager	Michael Hall	\$ 23,046.66
Project Manager	Lamonte Artis	\$ 26,460.00
Project Manager	Carl Henry	\$ 19,553.94
Project Manager	Jorge Molina	\$ 25,174.80
Project Engineer	Bianca George	\$ 22,680.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 33,604.20
Program Controls Manager	David Wood	\$ 34,776.00
Project Accounting Specialist	Rajvee Rathod	\$ 12,285.00
Procurement Specialist	Jacqueline Knight	\$ 18,378.36
Design (Peer) Review	Angel Flores & Team	\$ 26,271.00
Quality Assurance Manager	Eno Aboagye-Atta	\$ 26,894.70
Administrative Assistant	Patti Boston	\$ 12,553.38
Clerical		\$ 10,584.00
Safety Coordinator	David Killingsworth	\$ 23,436.00
Program Scheduler/P6	Natalie Duquesnay	\$ 30,100.14

**E-SPLOST V PROGRAM MANAGEMENT SERVICES**

1. All Program Management Services Year 1: \$ \_\_\_\_\_
2. All Program Management Services Year 2: \$ \_\_\_\_\_
- Total E-SPLOST V PROGRAM MANAGEMENT SERVICES \$ \_\_\_\_\_**

(\$ \_\_\_\_\_), which sum shall constitute the combined total of E-SPLOST VI and E-SPLOST V Program Management Services.

\_\_\_\_\_ dollars  
 [written in words]

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

Job Title	Name of Staff Member	Rate Per Hour
Program Director	Mel Butler, Jr.	\$ 93.29
Deputy Program Director	Brian Albanese	\$ 78.00
Senior Project Manager	Ryan Fernandez	\$ 54.00
Senior Project Manager 2	Atiba Nunnally	\$ 67.10
Project Manager	Michael Hall	\$ 60.97
Project Manager	Lamonte Artis	\$ 70.00
Project Manager	Carl Henry	\$ 60.69
Project Manager	Jorge Molina	\$ 66.60
Project Engineer	Bianca George	\$ 60.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 88.90
Program Controls Manager	David Wood	\$ 92.00
Project Accounting Specialist	Rajvee Rathod	\$ 32.50
Procurement Specialist	Jacqueline Knight	\$ 48.62
Design (Peer) Review	Angel Flores & Team	\$ 69.50
Quality Assurance Manager	Eno Aboagye-Atta	\$ 71.15
Administrative Assistant	Patti Boston	\$ 33.21
Clerical		\$ 28.00
Safety Coordinator	David Killingsworth	\$ 62.00
Program Scheduler/P6	Natalie Duquesnay	\$ 79.64

**C. Alternates to your Fixed Contract Price**

The undersigned Contractor further agrees that if any of the following Alternates as described RFP documents are accepted, the following amounts shall be added to Fixed Price. **Note: If the cost of this service is included in your Fixed Price, please indicate by inserting N/A for Alternate 1.**

<b>Alternate No. 1: Capital Program Management software (CPM)</b>			
	Seven Hundred Thirty Three Thousand and Two Hundred	Dollars	( \$ 733,200.00 )
	[written in words]		
Please provide a detailed description of your proposed system:			
<u>Oracle Primavera Unifier. SaaS Licensing Option. Oracle Unifier Project Controls and Unifier Collaborator with Autovue 2D / 100 Users. 50 Collaborators (Autovue not required). Primavera Unifier Contractor Cloud Services to access the following modules or functionalities: Document Manager, Business Processes, Mailbox. Clarifications: No implementation or integration services included (per RFP). Please refer to Attachment I.C.1 for Detailed System Features Description</u>			

**D. Reimbursable Expenses**

The Owner will provide office space, office telephones, furniture, office supplies, and file cabinets for the Project Manager's Staff. All other costs of the Offeror's Office will be borne by the Offeror and are included in the rates quoted above. The Offeror will be reimbursed at cost and without mark-up for reasonable out of town travel expenses if requested by the Owner. The cost of printing, for drawings, specifications, and bid packages will be paid by the Owner.

**E. The undersigned Contractor hereby acknowledges receipt of the following Addenda:**  
 [insert the number and date of each Addendum; if none, insert "None"]

Addendum No. 1, dated 3/16/22 and Addendum No. 2 dated 3/29/22

The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, Contractor represents and warrants that:

- (a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or

### **C. Alternates to your Fixed Contract Price**

#### Attachment I.C.1. - Detailed System Features Description

Primavera Unifier provides solutions for capital project and portfolio management, facilities management, and real estate portfolio management. Primavera Unifier's web-based platform optimizes and integrates critical business processes, data, and documents across the organization. Its intuitive user interface can be tailored to your business to increase adoption, minimize training, and deliver rapid time to value. Whether employing prebuilt templates out of the box or building new configurations from scratch, Primavera Unifier delivers the best combination of ease of use and flexibility. One aspect of the Unifier suite is Unifier Project Controls which is the most configurable asset lifecycle platform for managing project portfolios, controlling costs, and facilitating collaboration and communications across projects. Primavera Unifier enables owners to boost efficiency and transparency, limit risk, and improve decision-making across their capital project and program management teams. Manage costs with the power to handle the most complex cost control requirements, cash flow, and fund analyses to provide automation, governance, and visibility. Collaborate and capture documentation and decisions with configurable business workflows for a centralized location of all project records.

- Top-down and bottom-up visibility for planners and project managers
- Powerful cash flow capabilities across the portfolio lifecycle
- Multiple scenarios and data linked to projects during execution
- Budget, commitment, spend, variance, and forecast management
- Cash flow curve generation for projects, contracts, line items, and cost codes
- Summary cash flow forecasts
- Contract management and change controls
- Mobile application for task management
- Two-way integration with Primavera P6 Enterprise Project Portfolio Management
- Support for transaction currencies, project currencies, and future exchange rate estimates
- Configurable and out-of-the-box business workflows
- Templates for rapid setup and deployment
- Advanced document management
- Document traceability, alerts, and reports for control and compliance
- Detailed audit log

**C. Alternates to your Fixed Contract Price**

Attachment I.C.1. - Detailed System Features Description (Cont'd.)

- Prioritize investments to maximize return
- Ensure efficient use of available capital funds
- Configure and automate business processes to match corporate workflow needs
- Enforce business rules for budgeting, commits, funding and for compliance and routing of documents
- Manage a single project, an entire portfolio, or next year's plans
- Gain immediate visibility into problem areas
- Plan ahead for each contract, line item, or cost code
- Gain visibility into balances, disposition, and status of each funding source
- Reduce management time for securing funding and grants
- Fulfill governance and regulatory reporting and auditing requirements
- Utilize granular permissions control and detailed audit log

---

presently under construction, to the extent that such documentation relates to the Services or Work for which this Proposal is submitted;

(c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,

(d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

\_\_\_\_\_  
[typed name of Contractor]

By: \_\_\_\_\_ [seal]  
[signature]

\_\_\_\_\_  
[typed name and title]

\_\_\_\_\_  
[address of Contractor]

(\_\_\_\_\_) \_\_\_\_\_  
[business telephone number]

\_\_\_\_\_  
[date of execution]

If the Contractor is a joint venture, please indicate by signing below.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

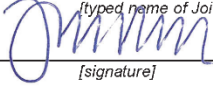
Respectfully submitted,

ACERM Program Management, A Joint Venture

*[typed name of Joint Venture]*

By: AECOM Technical Services, Inc.

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

John Wright, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

One Midtown Plaza, 1360 Peachtree St NE, Suite 500, Atlanta, GA 30309

*[address of Joint Venture partner]*

( 404 ) 965-9600

*[business telephone number]*

4/12/22

*[date of execution]*

By: Corporate Environmental Risk Management (CERM)

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

Al Edwards, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

1990 Lakeside Parkway, Suite 300, Tucker, GA 30084

*[address of Joint Venture partner]*

( 679 ) 999-0173

*[business telephone number]*

4/12/22

*[date of execution]*

**Attachment I**  
**Program Management Services Price Proposal Form**

DeKalb County Board of Education  
 Sam A. Moss Service Center  
 1780 Montreal Road  
 Tucker, Georgia 30084

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Contractor,

ACERM Program Management, A Joint Venture \_\_\_\_\_,  
*[legal name of Contractor]*  
 One Midtown Plaza, 1360 Peachtree St NE, Suite 500 \_\_\_\_\_  
 Atlanta, GA 30309 \_\_\_\_\_,  
*[address of Contractor]*  
 404-965-9600 \_\_\_\_\_,  
*[telephone number of Contractor]*  
 john.d.wright@aecom.com \_\_\_\_\_,  
*[email address]*

having carefully examined the proposed form of Master Agreement for Program Management Services (the "Agreement" or the "Contract") and the Owner's standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for Project: **Program Management Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Lump Sum Price, Schedule and other matters set forth below:

**A. The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Program Management Services.**

**E-SPLOS VI PROGRAM MANAGEMENT SERVICES**

1.	All Program Management Services Year 1:		\$
2.	All Program Management Services Year 2:		\$
3.	All Program Management Services Year 3:		\$
4.	All Program Management Services Year 4:		\$
5.	All Program Management Services Year 5:		\$
6.	Program Management Services 15 Months:		\$ 1,721,871.34
<b>E-SPLOS VI PROGRAM MANAGEMENT SERVICES</b>			<b>\$ 1,721,871.34</b>

**E-SPLOST V PROGRAM MANAGEMENT SERVICES**

1.	All Program Management Services Year 1:	\$	\$
2.	All Program Management Services Year 2:	\$	\$
<b>Total E-SPLOST V PROGRAM MANAGEMENT SERVICES</b>			<b>\$</b>
(\$ <u>\$ 1,721,871.34</u> ), which sum shall constitute the combined total of			
<b>15 Months E-SPLOST VI Program Management Services.</b>			

One Million Seven Hundred Twentyone Thousand Eight Hundred Seventy One and 34/100	Dollars
[written in words]	

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

Rate for Staff		
Job Title	Name of Staff Member	Rate Per Month
Program Director	Mel Butler, Jr.	\$ 35,263.62
Deputy Program Director	Brian Albanese	\$ 29,484.00
Senior Project Manager	Ryan Fernandez	\$ 21,639.42
Senior Project Manager	Atiba Nunnally	\$ 25,363.80
Project Manager	Michael Hall	\$ 23,046.66
Project Manager	Lamonte Artis	\$ 26,460.00
Project Manager	Carl Henry	\$ 19,553.94
Project Manager	Jorge Molina	\$ 25,174.80
Project Engineer	Bianca George	\$ 22,680.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 33,604.20
Program Controls Manager	David Wood	\$ 34,776.00
Project Accounting Specialist	Rajvee Rathod	\$ 12,285.00
Procurement Specialist	Jacqueline Knight	\$ 18,378.36
Design (Peer) Review	Angel Flores & Team	\$ 26,271.00
Quality Assurance Manager	Eno Aboagye-Atta	\$ 26,894.70
Administrative Assistant	Patti Boston	\$ 12,553.38
Clerical		\$ 10,584.00
Safety Coordinator	David Killingsworth	\$ 23,436.00
Program Scheduler/P6	Natalie Duquesnay	\$ 30,100.14

**E-SPLOST V PROGRAM MANAGEMENT SERVICES**

1. All Program Management Services Year 1: \$ \_\_\_\_\_
2. All Program Management Services Year 2: \$ \_\_\_\_\_
- Total E-SPLOST V PROGRAM MANAGEMENT SERVICES \$ \_\_\_\_\_**

(\$ \_\_\_\_\_), which sum shall constitute the combined total of E-SPLOST VI and E-SPLOST V Program Management Services.

\_\_\_\_\_ dollars  
 [written in words]

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

Job Title	Name of Staff Member	Rate Per Hour
Program Director	Mel Butler, Jr.	\$ 93.29
Deputy Program Director	Brian Albanese	\$ 78.00
Senior Project Manager	Ryan Fernandez	\$ 54.00
Senior Project Manager 2	Atiba Nunnally	\$ 67.10
Project Manager	Michael Hall	\$ 60.97
Project Manager	Lamonte Artis	\$ 70.00
Project Manager	Carl Henry	\$ 60.69
Project Manager	Jorge Molina	\$ 66.60
Project Engineer	Bianca George	\$ 60.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 88.90
Program Controls Manager	David Wood	\$ 92.00
Project Accounting Specialist	Rajvee Rathod	\$ 32.50
Procurement Specialist	Jacqueline Knight	\$ 48.62
Design (Peer) Review	Angel Flores & Team	\$ 69.50
Quality Assurance Manager	Eno Aboagye-Atta	\$ 71.15
Administrative Assistant	Patti Boston	\$ 33.21
Clerical		\$ 28.00
Safety Coordinator	David Killingsworth	\$ 62.00
Program Scheduler/P6	Natalie Duquesnay	\$ 79.64

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**C. Alternates to your Fixed Contract Price**

The undersigned Contractor further agrees that if any of the following Alternates as described RFP documents are accepted, the following amounts shall be added to Fixed Price. **Note: If the cost of this service is included in your Fixed Price, please indicate by inserting N/A for Alternate 1.**

**Alternate No. 1:** Capital Program Management software (CPM).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
[written in words]

Please provide a detailed description of your proposed system: \_\_\_\_\_

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**D. Reimbursable Expenses**

The Owner will provide office space, office telephones, furniture, office supplies, and file cabinets for the Project Manager's Staff. All other costs of the Offeror's Office will be borne by the Offeror and are included in the rates quoted above. The Offeror will be reimbursed at cost and without mark-up for reasonable out of town travel expenses if requested by the Owner. The cost of printing, for drawings, specifications, and bid packages will be paid by the Owner.

**E. The undersigned Contractor hereby acknowledges receipt of the following Addenda:**  
**[insert the number and date of each Addendum; if none, insert "None"]**

Addendum No. 1, dated 3/16/22, and Addendum No. 2, dated 3/29/22

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The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, Contractor represents and warrants that:

- (a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or

---

presently under construction, to the extent that such documentation relates to the Services or Work for which this Proposal is submitted;

(c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,

(d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

\_\_\_\_\_  
[typed name of Contractor]

By: \_\_\_\_\_ [seal]  
[signature]

\_\_\_\_\_  
[typed name and title]

\_\_\_\_\_  
[address of Contractor]

(\_\_\_\_\_) \_\_\_\_\_  
[business telephone number]

\_\_\_\_\_  
[date of execution]

If the Contractor is a joint venture, please indicate by signing below.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

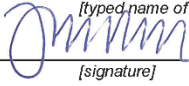
Respectfully submitted,

ACERM Program Management, A Joint Venture

*[typed name of Joint Venture]*

By: AECOM Technical Services, Inc.

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

John Wright, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

One Midtown Plaza, 1360 Peachtree St NE, Suite 500, Atlanta, GA 30309

*[address of Joint Venture partner]*

( 404 ) 965-9600

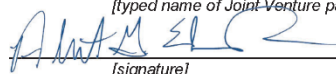
*[business telephone number]*

4/12/22

*[date of execution]*

By: Corporate Environmental Risk Management

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

Al Edwards, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

1990 Lakeside Parkway, Suite 300, Tucker, GA 30084

*[address of Joint Venture partner]*

( 678 ) 999-0173

*[business telephone number]*

4/12/22

*[date of execution]*

## ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) AM (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) \_\_\_\_\_ (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

(c) \_\_\_\_\_ (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) AM (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) AM (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the

authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

- 5) JM (Initial here) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

<u>JMM</u> Signature	<u>4/11/2022</u> Date
411650	1988
EEV/Basic Pilot Program User Identification Number	Date of Authorization

Firm Name: AECOM Technical Services, Inc.

Street/Mailing Address: One Midtown Plaza, 1360 Peachtree Street NE

City, State, Zip Code: Atlanta, GA 30360

Telephone Number: 404-202-1537

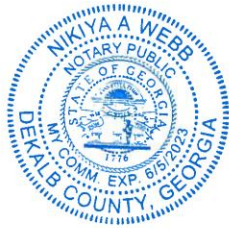
Email Address: john.wright@aecom.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

11<sup>TH</sup> DAY OF APRIL, 20 22

Nikiya A Webb  
Notary Public

My Commission Expires: 6/5/2023



## ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

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(a) AS (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) \_\_\_\_\_ (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

(c) \_\_\_\_\_ (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) AS (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) AS (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the



**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**CERTIFICATE OF EXISTENCE**

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**AECOM TECHNICAL SERVICES, INC.**  
a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 22763583  
Date Inc/Auth/Filed: 07/27/1994  
Jurisdiction : California  
Print Date : 03/15/2022  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**CERTIFICATE OF EXISTENCE**

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**CORPORATE ENVIRONMENTAL RISK MANAGEMENT, L.L.C.**  
a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 21753474  
Date Inc/Auth/Filed: 08/23/1995  
Jurisdiction : Georgia  
Print Date : 08/04/2021  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-22-23      07      2019		<b>CONTACT NAME:</b> Marsh Risk & Insurance Services <b>PHONE (A/C No, Ext):</b> 213-346-5000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> LosAngeles.CertRequest@marsh.com															
<b>INSURED</b> AECOM AECOM Technical Services, Inc. 1360 Peachtree Street, Suite 500 Atlanta, GA 30309		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Property &amp; Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co.</td> <td>27960</td> </tr> <tr> <td>INSURER D : SEE ACORD 101</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property & Casualty Insurance Co.	20699	INSURER C : Illinois Union Insurance Co.	27960	INSURER D : SEE ACORD 101	N/A	INSURER E :		INSURER F :	
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INSURER D : SEE ACORD 101	N/A																
INSURER E :																	
INSURER F :																	

**COVERAGES**      **CERTIFICATE NUMBER:** LOS-002188443-17      **REVISION NUMBER:** 22

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G72489974	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT-OWNED AUTOS ONLY		ISA H25564959	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		XEU G46880043 005	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	SEE ACORD 101	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 005 "CLAIMS MADE"	04/01/2022	04/01/2023	Per Claim/Agg 3,000,000 Defense Included

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: OPP #426196, Program Management Services for the DeKalb County Board of Education

The DeKalb County School District and The DeKalb County Board of Education are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Please note AECOM complies with the General Liability, Auto Liability and Umbrella limit requirements. Required Umbrella limits sit above the primary limits increasing the total limits. Umbrella limits are shown as the difference between the total limits and the maximum primary limits.

\*\*See Attached\*\*

<b>CERTIFICATE HOLDER</b> The DeKalb County School District and The DeKalb County Board of Education Attn: Sam. A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services <i>Marsh Risk &amp; Insurance Services</i>
--	--

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AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 1360 Peachtree Street, Suite 500 Atlanta, GA 30309	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

CONTINUED FROM DESCRIPTION SECTION:

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C68926361	Indemnity Insurance Company of North America - NAIC # 43575	AOS, Including California
WLR C68926324	ACE American Insurance Company - NAIC # 22667	MA
SCF C68926440	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

If the insurer for the General Liability or Automobile Liability or Workers Compensation or Professional Liability policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

POLICY NUMBER: ISA H25564959

55  
Endorsement Number: 145

**COMMERCIAL AUTO  
CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> AECOM</p> <p><b>Endorsement Effective Date:</b></p>
--

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> The Ownership Entity(ies)of all projects under contract and their respective assignees, members, partners, shareholders, directors, officers, employees, construction consultants, and agents</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Insurance Office of America, Inc. 100 Galleria Parkway Suite 600 Atlanta GA 30339	<b>CONTACT NAME:</b> Lisa Frady <b>PHONE (A/C No, Ext):</b> 770-250-0161 <b>FAX (A/C No):</b> 678-919-1151 <b>E-MAIL ADDRESS:</b> lisa.frady@ioausa.com														
<b>INSURED</b> Corporate Environmental Risk Management, LLC 1990 Lakeside Parkway Suite 300 Tucker GA 30084	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Century Surety Company</td> <td>36951</td> </tr> <tr> <td>INSURER B: Star Insurance Company</td> <td>18023</td> </tr> <tr> <td>INSURER C: Union Insurance Company</td> <td>25844</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Century Surety Company	36951	INSURER B: Star Insurance Company	18023	INSURER C: Union Insurance Company	25844	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: 1162662855      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP1039867	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:	Y	Y	CAA4428547	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CCP1039868	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC0836847	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab. Pollution Liab.			CCP1039867	2/1/2022	2/1/2023	Each Claim 2,000,000 Each Occurrence 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: DeKalb County School District ESPLOST V Bond Program

Professional Liability Coverage is Claims-Made & the General Aggregate applies to it. Additional Insured applies with respect to General Liability and Contractors Pollution Liability for ongoing and completed operations when required by written contract per form #s EAI2010 12/18 and EAI2037 06/19. General Liability is primary and non-contributory when required by written contract per form #ENV0001 03/19. Additional Insured applies with respect to Auto Liability and is primary and non-contributory when required by written contract per form #AICA59 02/15. Waiver of Subrogation is in favor of the Additional Insureds with respect to General Liability per form #ENV0001 03/19, with respect to Auto Liability per form #AICA59 02/15 and with respect to Workers Compensation per form #WC000313 04/84. Excess Liability follows form. 30 days notice of cancellation with 10 days notice for non-payment of premium will be given in accordance with the policy provisions.

**CERTIFICATE HOLDER      CANCELLATION**

AECOM Technical Services Inc. Sam A. Moss Center 1780 Montreal Road Tucker GA 30084 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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PROGRAM MANAGEMENT  
SERVICES FOR

# DeKalb County School District

SUBMITTED TO THE DEKALB COUNTY  
BOARD OF EDUCATION

RFP NO. 22-752-025

APRIL 2022



Delivering a better world

April 12, 2022

Mrs. Belinda Quillet & Mrs. Angela Arlene-Myrick  
DeKalb County Board of Education  
Operations Division  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 30084-6705

Re: **RFP No. 22-752-025 Program Management Services**

Dear Mrs. Quillet and Mrs. Arlene-Myrick,

ACERM Program Management, A Joint Venture (the ACERM Team), comprised of two entities: AECOM Technical Services Inc. (AECOM) and Corporate Environmental Risk Management (CERM), is excited about the opportunity to manage the DeKalb County School District (DCSD) SPLOST VI CIP program as we submit our technical and fee proposals in response to RFQ/P No. 22-752-025 for DCSD Program Management Services. As your advocate and a leader in K-12 PM services and in partnership with your staff, we will continue to deliver quality projects, efficiencies, and the best value for your investment; while collaborating with other economic and workforce development leaders and stakeholders to optimize DCSD's Capital Investments.

We have maintained a positive presence in the DeKalb County School District for nearly 10 years providing technical excellence, quality, and value. Our team has produced projects that meet DCSD's needs and stand the test of time. We have completed over 200 projects at a value of \$1.2B in a timely manner and within budget, providing DCSD with technical excellence, quality and value. In addition, our team has worked closely with DCSD to improve the prioritization and allocation of resources for the SPLOST IV & V Programs and reduce disruptions to operations by proactively anticipating and responding to risks. **We offer a team of program management experts led by Mel Butler, Jr. and Brian Albanese. They have successfully managed similar K-12 programs and delivered over \$5B of school projects on time, within budget, and with the highest customer satisfaction.**

**During 10 years of partnering with DCSD, we have grown our local teaming relationship with CERM to a Joint Venture for this procurement** while growing our working partnership across the southeast U.S. CERM, A DeKalb County Headquartered firm, is one of the nation's largest Minority-Owned and Operated Engineering and Program Management firms. In addition to receiving multiple local, regional, and national awards from industry and civic organizations, the firm, and its leadership are proven community leaders in DeKalb County and the broader Atlanta Region.

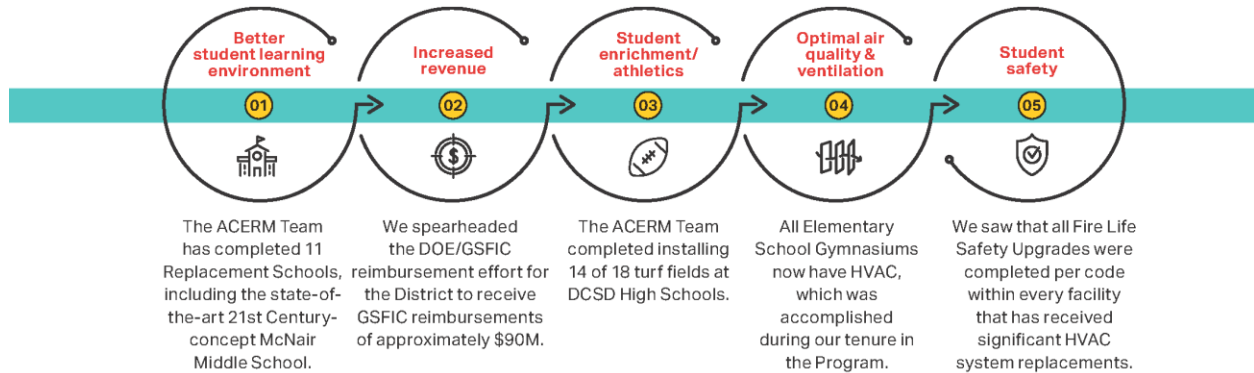
Our proven approach employs a lean and efficient management structure that rests on three pillars: Collaboration, Communication, and Cost-consciousness. As a result, we protect your interests by continually minimizing risk throughout the Program's life cycle. In addition, our ecosystem around the team enhances our proven track record of success. For example, in the field, our ability to leverage subject matter expertise when needed, be open and transparent to the community, and work closely with the school districts we serve. As a result, our team and approaches have and will continue to provide the following benefits to the District:





## High-performing projects, safe school operations, and cost savings

We will continue implementing industry best practices that result in sustainable, efficient projects, enhanced construction safety, and cost savings. In addition, this approach has resulted in our ability to reallocate funds to implement additional projects, allowing the District to have more comprehensive HVAC and Roofing initiatives that were not planned in the original Program.



## Transparency and accountability to sustain public trust

Our proven controls systems and procedures support efficient management, operations, and collaboration, fostering strong relationships with stakeholders based on demonstrated performance, accountability, and quality reporting. As the Program Manager for DCSD's SPLOST IV & V programs, we have worked under strict scrutiny and complete transparency requirements. In addition, we have been a steadfast partner with DCSD using a delivery strategy that combines Early Success Projects to expedite critical improvements and effective phasing of the significant projects in alignment with funding/cash flow. As a result, we have exceeded stakeholder expectations for the past nine years building community support and trust, which we believe is an integral part of the citizen's confidence in the SPLOST Program, as evidenced by the favorable vote for SPLOST VI in November 2021.



## In-depth knowledge of DCSD facilities and processes

Many of our core team members, Mel Butler, Brian Albanese, Eno Aboagye-Atta, Ryan Fernandez, Atiba Nunnally, Carl Henry, David Wood, are working together to support DCSD throughout SPLOST IV and SPLOST V. Additionally, Ted Rhinehart of CERM is an expert on infrastructure and economic development matters having recently served as DeKalb County Government's Deputy Chief Operating Officer (COO) of Infrastructure. We will continue to support DCSD in meaningful roles during the implementation and execution of this SPLOST VI program. **Our existing hands-on experience, in-depth knowledge of your processes, alignment with various public and project stakeholders across DeKalb County and the Atlanta Region, and established relationships with District user departments and personnel will be in place on day one.** As a result, we are ready on day one to help you launch this Program as quickly and efficiently as possible.

We look forward to advancing to the next level of consideration and expanding on the strategies outlined in this proposal. Should you have any questions about our RFP Submittal, please do not hesitate to contact us at 404.202.1537 / john.d.wright@aecom.com (John Wright) or at 404.308.0310 / aedwards@cerm.com (AI Edwards).

Sincerely,

John Wright  
Co-Principal-in-Charge  
Member, JV Board of Directors  
404.202.1537, john.d.wright@aecom

AI Edwards  
Co-Principal-in-Charge  
Member, JV Board of Directors  
404.308.0310, aedwards@cerm.com



## Table of Contents

	<b>Letter of Introduction and Interest</b> .....	<b>1</b>
<b>1.</b>	<b>Table of Contents</b> .....	<b>3</b>
<b>2.</b>	<b>Compliance Information</b> .....	<b>4</b>
	2.1 Firms Overview .....	4
	2.2 Certified by the Georgia Secretary of State to do Business in Georgia at the Time of Submission .....	10
	2.3 Financial Information .....	17
	2.4 Litigation/Capacity/Convictions Information .....	18
	<b>Initial Screening</b> .....	<b>21</b>
<b>D</b>	D.1 Firm's Relevant Experience and Expertise .....	21
	D.2 Proposed Project Staff and Technical Capabilities .....	48
	D.3 Management Plan .....	71
	D.4 Fee Structure .....	99
	<b>Required Forms and Attachments</b> .....	<b>114</b>
	<b>Appendix A: Financials</b> .....	<b>142</b>
	<b>Appendix B: Sample Deliverables</b> .....	<b>279</b>





# Section 2.1

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## Firms Overview



## Section 2

### Compliance Information

#### 2.1

#### Firms Overview

ACERM Program Management, a joint venture, is comprised of two entities: AECOM Technical Services Inc. (AECOM) and Corporate Environmental Risk Management (CERM), a DeKalb County-based, minority-owned business enterprise. This joint venture was formed to leverage the success and collaboration that our firms enjoyed as partners on the SPLOST IV and SPLOST V programs, and to take advantage of the combined strengths of each firm. We discuss this partnership in more detail in Section D.3: Management Plan.

#### 2.1.1 Company Profile

*Provide a full and complete company profile to include, but not limited to firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.*

##### AECOM

AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project life cycle – from planning, design and engineering to program, project and construction management. Our program management portfolio alone includes more than \$500 billion worth of facilities across the U.S.

The K-12 market is a core focus of our program management team. Dedicated to achieving our clients' objectives, we provide specialized expertise that enhances the quality of educational facilities. Our mission is to control time and cost, while minimizing disruptions to academics, and safeguarding students, faculty and the surrounding community.

We are currently working with many of the largest school districts in the country, including the DeKalb County School District (DCSD). Our projects include a wide range of new construction and renovations for K-12 facilities, including classrooms, playgrounds and athletic facilities, as well as safety, security and technology improvements.

##### CERM

Corporate Environmental Risk Management, LLC (CERM) is a full-service engineering, environmental, and program management firm with more than 120 dedicated technical service and project management professionals. We offer a tailored service approach to solve engineering, environmental, and construction challenges on time and within budget. As a National Award-winning Minority Business Enterprise (MBE) with regional offices located in Orlando, FL, Mobile, AL and Atlanta, GA, we take pride in providing customized solutions to our energy, environmental, facilities, federal, water resources and transportation clients throughout the Southeastern United States. Our project delivery process is built on a client-centered approach. This affords us the chance to truly partner with our clients to achieve the best outcomes to meet their needs. Our company-wide services encompass six essential areas: Construction Management, Engineering Services, Environmental Management, Program Management, Remediation & Contracting and Survey & Mapping.

Since our founding in 1995, CERM has consistently been recognized for our quality and community partnership. Our recent honors include the 2021 Maynard H. Jackson Jr. Legacy Award leadership award at Hartsfield-Jackson Atlanta International Airport's annual ATL Next Industry Day, U.S. Department of Commerce MBDA Construction Firm of the Year (2020), PSMJ Building a Better World

### Firm Contact Information

<p><b>AECOM</b>  <i>Address of Firm Headquarters:</i>                  One Galleria Tower                  13355 Noel Road                  Suite 400                  Dallas, TX 75240</p> <p><i>Address of Branch Office Handling this Project:</i>                  One Midtown Plaza                  1360 Peachtree Street NE                  Atlanta, GA 30309</p> <p><i>Telephone Number:</i> 404-965-9600  <i>Fax Number:</i> 404-965-9605</p>	<p><b>CERM</b>  <i>Address of Firm Headquarters:</i>                  1990 Lakeside Parkway                  Suite 300                  Tucker, GA 30084</p> <p><i>Address of Branch Office Handling this Project:</i>                  1990 Lakeside Parkway                  Suite 300                  Tucker, GA 30084</p> <p><i>Telephone Number:</i> 678-999-0173  <i>Fax Number:</i> N/A</p>
---	---

Award (2019), the ACEC Engineering Excellence National Recognition Award (2018), the ACEC Alabama Engineering Excellence Merit Award (2017), the Atlanta Tribune Minority Business of the Year (2016) and the COMTO Atlanta Transportation Trailblazer of the Year Award (2015).

### 2.1.2 Ownership, Structure and History

*State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.*

#### AECOM

*Firm Name:* AECOM Technical Services, Inc.  
*Years in Business:* 52  
*Type of Legal Entity:* Corporation  
*State of Formation:* California  
*Date of Formation:* September 29, 1970  
*Ownership, Structure and History:*  
 AECOM Technical Services, Inc., is owned by ultimate parent company AECOM, a global provider of professional technical and management support services. A public corporation whose stock is publicly traded on the New York Stock Exchange, AECOM combines over 100 years of professional, technical and management experience from its various legacy companies.

#### CERM

*Firm Name:* Corporate Environmental Risk Management, LLC (CERM)  
*Years in Business:* 26  
*Type of Legal Entity:* Limited Liability Company (LLC)  
*State of Formation:* Georgia  
*Date of Foundation:* August 23, 1995  
*Ownership, Structure and History:*  
 CERM is a single-member limited liability company formed in Georgia. Although CERM is headquartered in Atlanta, Georgia, we also have regional offices located in Orlando, Florida and Mobile, Alabama. Our CEO and President, Mr. Albert Edwards, works closely with our Board of Advisors which is made up of business leaders and technical experts. Additionally, CERM has a four-member executive board and a nine-member management committee that guide the 120+ employee operation.

### 2.1.3 Employees and Organization Chart

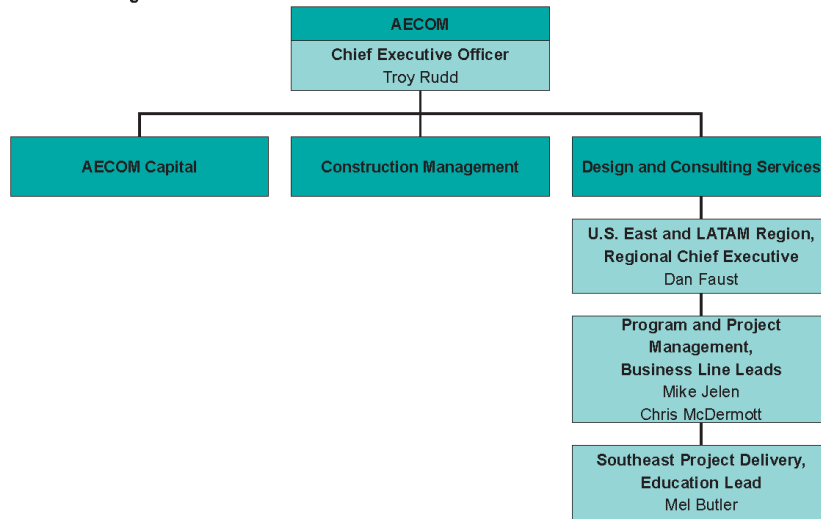
*List the number of permanent employees and provide an organization chart of the firm. Also, list the employees you intend to assign to the project, include a paragraph which outlines their role and responsibility, relevant experience with similar type project, and certifications.*

ACERM Program Management has a long-standing partnership that spans roughly 15 years, including 10 years at DeKalb County School District. Together, we have worked on a variety of project types to include education, water and wastewater, stormwater, roads and bridges, transit, energy, and aviation projects across the southeastern U.S., providing program management, construction inspection, and technical support services to include civil and environmental engineering services (including project management, community mitigation,

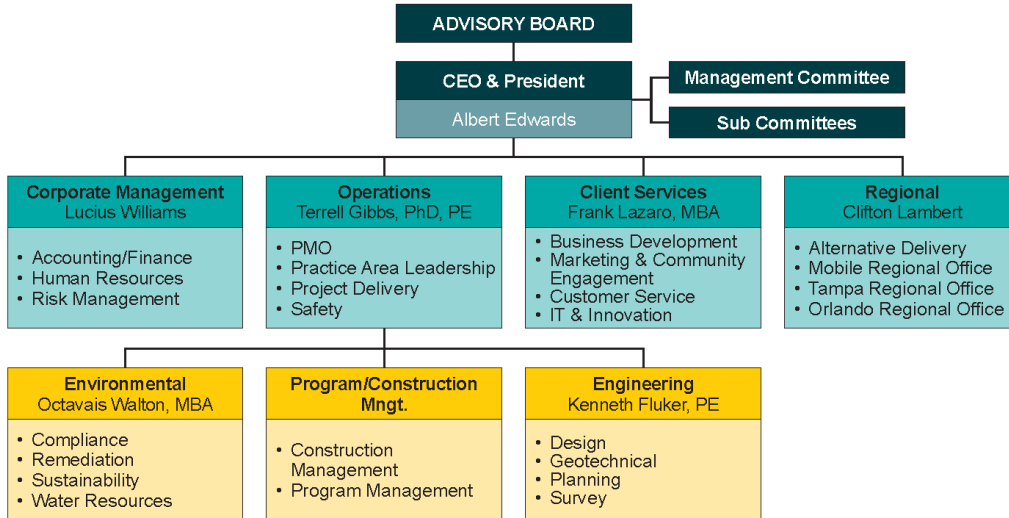
surveying, planning and design services). This diversity of experience helps to demonstrate the technical and community alignment between AECOM and CERM, and it helps to promote a seamless and successful working relationship between our two firms. A sample of our mutual clients includes DeKalb County School District; DeKalb County; City of Tucker; MARTA; Clayton County; and the Greater Orlando Aviation Authority (GOAA)

Between AECOM's more than 48,900 employees worldwide and CERM's 120+ employee operation, the ACERM Program Management team has over 50,000 employees across the globe. Exhibits 2.1.a and 2.1.b provide organization charts for the overall corporate structure for each respective firm, AECOM and CERM. Our joint venture organization chart is provided in Section D.2.

**Exhibit 2.1.a: AECOM Organization Chart**



**Exhibit 2.1.b: CERM Organization Chart**



### Employees Assigned to this Project

Our proposed program management team brings specialized expertise in K-12 educational facilities, including specific knowledge and experience with DCSD. Exhibit 2.1.c below lists the employees we propose for this work, along with their roles and responsibilities, and relevant experience with similar-type projects. Additional details regarding the experience of our key team members are provided in their resumes in Section D.2.: Proposed Project Staff and Technical Capabilities.

**Table 2.1.c: Employees Assigned to this Project**

Name and Role	Responsibilities	Relevant Experience
<b>Mel Butler, Jr., CCM, LEED AP</b> Program Director	<ul style="list-style-type: none"> <li>- Overall program leadership</li> <li>- Spearhead implementation of program management team</li> <li>- Team guidance</li> <li>- Monitor program performance</li> <li>- Deliver resources as needed</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- Los Angeles Unified School District New Construction Program</li> <li>- District of Columbia Public Schools School Modernization Program</li> </ul>
<b>Brian Albanese</b> Program Deputy Director	<ul style="list-style-type: none"> <li>- Assist program director in coordination with all activities</li> <li>- Liaison to local and county agencies</li> <li>- Technical expertise and support for best practices</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- DeKalb County School District SPLOST IV Program</li> </ul>
<b>John Wright, CCM</b> Co-Principal-In-Charge	<ul style="list-style-type: none"> <li>- General oversight and corporate commitment to ensure appropriate resources are committed to the program</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- DeKalb County School District SPLOST IV Program</li> </ul>
<b>Al Edwards</b> Co-Principal-In-Charge	<ul style="list-style-type: none"> <li>- General oversight and corporate commitment to ensure appropriate resources are committed to the program</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- DeKalb County School District SPLOST IV Program</li> </ul>
<b>Eno Aboagye-Atta, CCM, PMP, LEED AP</b> Quality Manager	<ul style="list-style-type: none"> <li>- Program QA/QC support</li> <li>- Process improvement</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- DeKalb County School District SPLOST IV Program</li> </ul>
<b>Ted Rhinehart</b> Quality Executive Committee	<ul style="list-style-type: none"> <li>- Program QA/QC technical and SME assistance</li> <li>- Process improvement</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County Capital Program Management</li> <li>- DeKalb County Wastewater Master Plan</li> <li>- DeKalb County Watershed Capital Improvements Program Advisory Group</li> </ul>
<b>David Wood, RA</b> Program Controls Manager	<ul style="list-style-type: none"> <li>- Implement and manage program-wide control procedures and systems</li> <li>- Lead operational tasks for cost, schedule and document control</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- Los Angeles Community College District Capital Works</li> </ul>
<b>Natalie Duquesnay, CGC, LEED AP</b> Program Scheduler	<ul style="list-style-type: none"> <li>- Design and construction scheduling</li> <li>- Monthly schedule update reviews</li> <li>- Time impact analyses</li> </ul>	<ul style="list-style-type: none"> <li>- School District of Palm Beach County Capital Improvement Program</li> <li>- School Board of Broward County Capital Improvement Program</li> </ul>

Name and Role	Responsibilities	Relevant Experience
<b>Ryan Fernandez</b> Sr. Project Manager	<ul style="list-style-type: none"> <li>- Schedule and budget oversight</li> <li>- Analyzing and managing project risk</li> <li>- Monitoring project progress</li> <li>- Change management</li> <li>- Compliance with codes, specifications, requirements, etc.</li> <li>- Safety monitoring</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- Georgia Department of Transportation Various Projects</li> </ul>
<b>Atiba Nunnally, PMP, LEED GA</b> Sr. Project Manager	<ul style="list-style-type: none"> <li>- Schedule and budget oversight</li> <li>- Analyzing and managing project risk</li> <li>- Monitoring project progress</li> <li>- Change management</li> <li>- Compliance with codes, specifications, requirements, etc.</li> <li>- Safety monitoring</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- Atlanta Public Schools Various Projects</li> <li>- Metropolitan Atlanta Rapid Transit Authority Power Supply Replacement/Repair</li> </ul>
<b>Jorge Molina</b> Project Manager	<ul style="list-style-type: none"> <li>- Schedule and budget oversight</li> <li>- Analyzing and managing project risk</li> <li>- Monitoring project progress</li> <li>- Change management</li> <li>- Compliance with codes, specifications, requirements, etc.</li> <li>- Safety monitoring</li> </ul>	<ul style="list-style-type: none"> <li>- District of Columbia Public Schools Modernization and Stabilization Project</li> </ul>
<b>Michael Hall</b> Project Manager	<ul style="list-style-type: none"> <li>- Schedule and budget oversight</li> <li>- Analyzing and managing project risk</li> <li>- Monitoring project progress</li> <li>- Change management</li> <li>- Compliance with codes, specifications, requirements, etc.</li> <li>- Safety monitoring</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County Department of Watershed Management</li> <li>- City of Atlanta Department of Watershed Management</li> </ul>
<b>Carl Henry</b> Project Manager	<ul style="list-style-type: none"> <li>- Schedule and budget oversight</li> <li>- Analyzing and managing project risk</li> <li>- Monitoring project progress</li> <li>- Change management</li> <li>- Compliance with codes, specifications, requirements, etc.</li> <li>- Safety monitoring</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> </ul>
<b>Lamonte Artis</b> Project Manager	<ul style="list-style-type: none"> <li>- Schedule and budget oversight</li> <li>- Analyzing and managing project risk</li> <li>- Monitoring project progress</li> <li>- Change management</li> <li>- Compliance with codes, specifications, requirements, etc.</li> <li>- Safety monitoring</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District</li> <li>- Renew Atlanta Bond Program</li> </ul>
<b>Bianca George</b> Project Engineer	<ul style="list-style-type: none"> <li>- Coordinate planning, coordination and implementation of construction projects</li> <li>- Verify all projects adhere to plans, specifications and regulations and that safety measures are undertaken by PMs</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- DeKalb County School District SPLOST IV Program</li> <li>- Renew Atlanta Bond Program</li> </ul>
<b>David Killingsworth, CSP</b> Safety Manager	<ul style="list-style-type: none"> <li>- Safety leadership</li> <li>- Field safety coordination</li> <li>- Safety processes and procedures</li> <li>- Safety reporting</li> </ul>	<ul style="list-style-type: none"> <li>- Texaco and BP Retail and Distribution Facilities Management</li> </ul>

**Table 2.1.d (continued): Employees Assigned to this Project**

Name and Role	Responsibilities	Relevant Experience
<b>Jacqueline Knight</b> Procurement Specialist	<ul style="list-style-type: none"> <li>- Managing SharePoint, Contract Works, and Document Control</li> <li>- Monitoring the project contract documents</li> <li>- Working with the team on the request for proposals (RFPs)</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST I &amp; II Program</li> <li>- Hartfield- Jackson Atlanta International Airport Program Management Support Services</li> </ul>
<b>Ravjee Rathod</b> Project Accounting Specialist	<ul style="list-style-type: none"> <li>- Support program controls manager and project managers in cost reporting and document control to maintain anticipated costs</li> <li>- Coordinate vendor payment processes</li> <li>- Verify all parties perform timely and accurately</li> </ul>	<ul style="list-style-type: none"> <li>- Arlington Public Schools, VA</li> <li>- NC State University Facilities Management Department</li> </ul>
<b>Daniel Castellon</b> Cost Estimator	<ul style="list-style-type: none"> <li>- Cost estimating</li> <li>- Value engineering support</li> </ul>	<ul style="list-style-type: none"> <li>- University of Maryland Facilities Management Projects</li> <li>- Johns Hopkins University Applied Physics Laboratory Various Projects</li> </ul>
<b>Brenda Tedrick</b> Cost Estimator	<ul style="list-style-type: none"> <li>- Cost estimating</li> <li>- Value engineering support</li> </ul>	<ul style="list-style-type: none"> <li>- Johns Hopkins University Applied Physics Laboratory Various Projects</li> <li>- Miami-Dade County New Courthouse Project</li> </ul>
<b>Tammy Dow, CVS</b> Value Engineering Specialist	<ul style="list-style-type: none"> <li>- Value engineering support</li> <li>- Cost estimating support during VE sessions</li> <li>- Lead VE sessions</li> </ul>	<ul style="list-style-type: none"> <li>- West Point Spellman Hall Cyber Center Renovation Project VE Study</li> <li>- West Point Cadets Barracks Upgrade Program VE Study</li> </ul>
<b>Patti Boston</b> Administrative Assistant	<ul style="list-style-type: none"> <li>- Support to project managers and team</li> <li>- Book keeping</li> <li>- Document controls support, meeting minutes and documentation support</li> </ul>	<ul style="list-style-type: none"> <li>- DeKalb County School District SPLOST V Program</li> <li>- DeKalb County School District SPLOST IV Program</li> <li>- Florida Board of Education School Board Construction Oversight</li> </ul>

## Section 2.2

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Certified by  
the Georgia  
Secretary of State  
to do Business  
in Georgia at  
the Time of  
Submission

2.2

## Certified by the State of Georgia Secretary of State to Do Business in Georgia at the Time of Submission

### 2.2.1 Legal Name

*State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership.*

ACERM Program Management, A Joint Venture, is comprised of two entities:

- AECOM Technical Services, Inc., a corporation; and
- Corporate Environmental Risk Management, LLC, a Limited Liability Company.

### 2.2.2 Georgia Secretary of State Certification

*Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current license for all key personnel assigned to the contract. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.*

The following pages contain certificates of good standing from the Georgia Secretary of State for both AECOM and CERM, followed by any applicable licenses for our proposed management personnel.

Control Number : K418643

**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**CERTIFICATE OF EXISTENCE**

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**AECOM TECHNICAL SERVICES, INC.**  
a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 22763583  
Date Inc/Auth/Filed: 07/27/1994  
Jurisdiction : California  
Print Date : 03/15/2022  
Form Number : 211



*Brad Raffensperger*

**Brad Raffensperger**  
**Secretary of State**

Control Number : K526137

**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**CERTIFICATE OF EXISTENCE**

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**CORPORATE ENVIRONMENTAL RISK MANAGEMENT, L.L.C.**  
 a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 21753474  
 Date Inc/Auth/Filed: 08/23/1995  
 Jurisdiction : Georgia  
 Print Date : 08/04/2021  
 Form Number : 211



*Brad Raffensperger*  
 Brad Raffensperger  
 Secretary of State

The Construction Manager Certification Institute  
**CCM**  
 Certified Construction Manager

Mel Butler, Jr.

CMCI ID #: A0485

*having voluntarily met the prescribed criteria of the CCM program with regard to formal education, field experience and demonstrated capability and understanding of the CM body of knowledge, and having met the professional standards and having demonstrated a commitment to and interest in providing the highest quality professional CM services available, has earned the designation of Certified Construction Manager.*

*This certification is issued by the Construction Manager Certification Institute  
 on this 18<sup>th</sup> day of August, 2006.*



*Chairman* 

*This certificate is valid through August 2014.*

*This certificate was last renewed on 5/23/2013.*



**GREEN BUILDING CERTIFICATION INSTITUTE**

HEREBY CERTIFIES THAT

**Melvin Butler**

HAS ACHIEVED THE DESIGNATION OF

**LEED® ACCREDITED PROFESSIONAL**

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE  
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY  
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

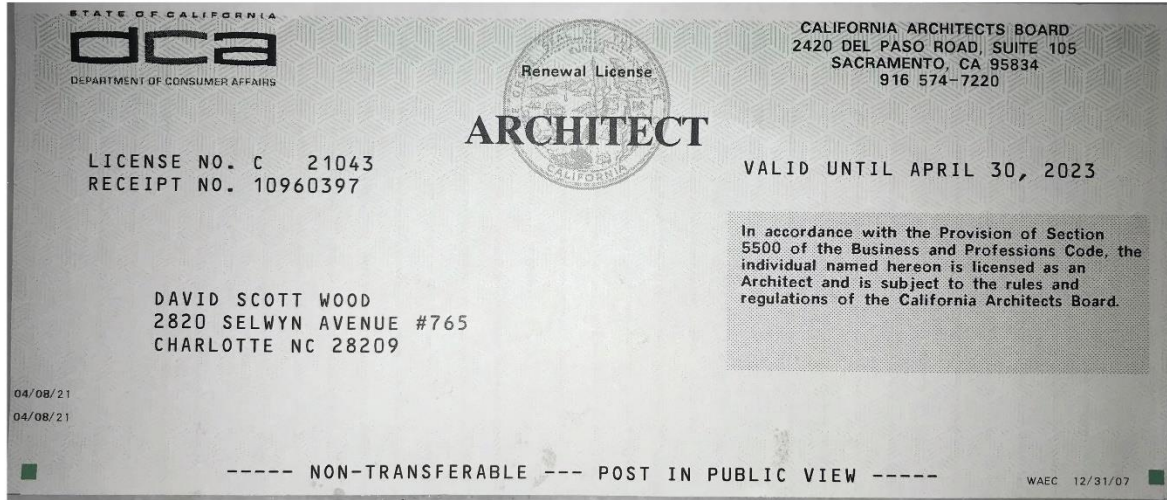


Chairman


June 17, 2009  
Date Issued

Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based ink.



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**LICENSEE DETAILS** 1:23:23 PM 4/11/2022

**Licensee Information**

Name:	DU QUESNAY, NATALIE DENISE (Primary Name)
Main Address:	201 NW 131 AVENUE PLANTATION Florida 33325
County:	BROWARD
License Mailing:	201 NW 131 AVENUE PLANTATION FL 33325
County:	BROWARD

**License Information**

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1510852
Status:	Current,Inactive
Licensure Date:	02/17/2006
Expires:	08/31/2022

**Special Qualifications**      **Qualification Effective**

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**Alternate Names**

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[View Related License Information](#)  
[View License Complaint](#)



# Section 2.3

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Financial  
Information

## 2.3

## Financial Information

### 2.3.1 Financial Capacity

*The Firm's financial capability is to be expressed in the financial statement and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects.*

Appendix A contains Form 10-K for AECOM, the ultimate parent company of AECOM Technical Services, Inc. Form 10-K contains consolidated balance sheets and statements of operations for fiscal years 2021 and 2020.

Appendix A also contains CERM's financial statement for 2020 and 2019 following AECOM's.



## Section 2.4

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Litigation/  
Capacity/  
Convictions  
Information

2.4

## Litigation/Capacity/Convictions Information

### 2.4.1 Terminations

*Identify and briefly discuss any instances in the past five years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture.*

### CERM

CERM has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

### AECOM

Upon knowledge and belief, formed after reasonable inquiry, within the past five (5) years, AECOM Technical Services, Inc., (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded AECOM Technical Services, Inc., that right and (ii) AECOM Technical Services, Inc., has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience, except in the instances identified in Table 2.4.1.

**Table 2.4.1: AECOM Contract Terminations**

Owner Name, Description and Date	Owner Project Representative Name and Number
<b>Termination for Convenience</b>	
On 12/26/17, Post Holdings, Inc. (Post) terminated for its convenience a Statement of Work (SOW) it issued to AECOM Technical Services, Inc. (ATS) under a Master Services Agreement between Post and ATS (Agreement). ATS performed environmental, health and safety consulting services under the Agreement for Post.	Kent Young Phone: 314-644-7678
On October 29, 2018, ATS received a letter from the South Carolina State Ports Authority (the "SCSPA") advising that SCSPA desired to terminate its contract with ATS for convenience. ATS is contesting the termination and will actively work with the client to address the client's underlying concerns.	Walter Lagareene Jr. Phone: 843-856-7047
On October 29, 2018, ATS received a letter from Virginia Polytechnic Institute and State University ("Virginia Tech") advising Virginia Tech desired to terminate its contract with ATS for convenience.	G.E. Dwyn Taylor II Phone: 540-231-4300
On May 30, 2017, the Central Chemical Site Participation Group notified AECOM Technical Services, Inc. that it was terminating for convenience its contract dated June 30, 2017 involving professional environmental services at the Central Chemical Superfund Site.	Michael James Bogel Phone: 864-225-5426
On January 22, 2020, Belmont County Commissioners (Belmont County) notified AECOM Technical Services, Inc. of its intent to terminate for convenience the Master Services Agreement dated November 2, 2016 effective February 22, 2020. Belmont County asked AECOM to remit any outstanding invoices for payment. No information as to the reason for termination for convenience was provided by Belmont County.	J.P. Dutton, President Phone: (740) 699-2155

**Table 2.4.1 (continued): AECOM Contract Terminations**

Owner Name, Description and Date	Owner Project Representative Name and Number
<p>The Florida Department of Economic Opportunity (DEO) sent a formal notice dated July 9, 2020 terminating its short-term emergency contract with AECOM Technical Services, Inc. (ATS) as of July 21, 2020. DEO indicated that it appreciated the services ATS provided to DEO and the citizens of Florida. ATS supported DEO in handling overflow calls from individuals seeking unemployment assistance during the unprecedented crisis caused by the Coronavirus. ATS' virtual call center handled over 413,000 calls. The letter was a follow-up to the verbal notice provided to ATS in which DEO indicated that the contract was being terminated due to funding constraints.</p>	<p>Claudia Gunnels Phone: 850-599-0310</p>
<p>On July 28, 2020, Hydro Extrusion USA, LLC (Hydro) terminated for convenience the parties' Agreement for Provision of Consulting Services dated January 22, 2018. Hydro alleged that AECOM improperly installed a monitoring well on neighboring property. AECOM disputes this assertion.</p>	<p>Jason Adams</p>
<p>On July 15, 2020, Midas Gold Idaho, Inc. terminated for convenience the parties' Consulting Services Agreement effective upon completion of the comment period of the draft environmental impact statement associated with AECOM's scope of work.</p>	<p>L. Michael Bogert Phone: 208-901-3095</p>
<p>On July 6, 2017, AECOM Technical Services, Inc. received a letter from the County that alleged errors and omissions in the Multijurisdictional Hazard Mitigation Plan prepared by AECOM. The letter asserted that the contract with the County was terminated for cause. After responding to the County with a letter on July 14, 2017, and discussing with the County AECOM's work product and the factors outside of AECOM's contract that impacted the Plan, the County sent a revised letter on July 25, 2017 that changed the termination to convenience.</p>	<p>Mary Jane Springer Phone: 928-524-4046</p>
<p>On August 8, 2017, ATS received a letter from the Redevelopment Authority for the City of Milwaukee (the "City") advising that the City desired to terminate its contract with ATS for convenience.</p>	<p>David Misky Phone: 414-286-8682</p>
<p>On September 5, 2017, ATS received a letter from The Board of Sumter County Commissioners ("Sumter County") advising Sumter County's desire to terminate its contract with ATS for convenience due to project funding issues. While the County confirmed that it was satisfied with AECOM Technical Services, Inc. performance, which was on time and on budget, the County did not have enough funds to move into the warranty phase of the contract and would complete that phase with internal staff.</p>	<p>Bradley Arnold Phone: 352-689-4400</p>
<b>Termination for Cause</b>	
<p>ATS completed Phase I ESAs at 16 properties for the NY City Housing Authority ("NYCHA") in early 2019. Based on the Phase I ESAs, ATS and NYCHA concurred that many of the properties required Phase II work. NYCHA referred ATS to PACT Renaissance Collaborative, LLC ("PACT"). ATS had an initial Agreement dated 9/15/2019 in the amount of \$10,000 with PACT ("Agreement") to perform scoping, initial work and budgeting for the full Phase II work. On October 19, 2019, PACT notified ATS of its termination of the parties' Agreement. PACT subsequently informed ATS the termination was due to poor performance. ATS disputes that statement. It is ATS' belief that the contract was terminated because ATS would not agree to a reduced price and reduction of scope for the full Phase II work. PACT paid AECOM in full for all services performed prior to the date of termination. The termination has not impacted ATS' work with NYCHA.</p>	<p>Nelson Abrams</p>

## 2.4.2 Capacity

*Demonstrate your firm's capacity to complete this project. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company regarding K-12 projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.*

### AECOM

AECOM's projected workload is being supported by other staff members within local offices; this workload will not impact AECOM and our proposed team's ability to start immediately as soon as the contract is awarded. For the past several months, we have been preparing and planning for this work, and our workload has been coordinated to accommodate that. If we are awarded this contract, any current work will not be impacted and the school district can benefit from an immediate start.

ATS has not had any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against the firm regarding K-12 projects in the past five years. We have no failure or failures to complete a contract, or contracts, or any instances of having defaulted or been declared to be in default on any contracts to list.

### CERM

CERM's current workforce and projected staffing plan indicates more than adequate capacity to support current contracts as well as all anticipated projects. Over the past five years CERM has grown on a steady pace of approximately 10 percent per year on average, with expectations to exceed that mark in 2022. CERM has been working closely internally to prepare for staffing this contract, should it be awarded to the ACERM Program Management Team. CERM's proposed team for this contract will not be impacted by other projects and deliverables undertaken by the firm.

CERM has not had any claims, mediation, litigation, arbitration, or other form of dispute resolution filed by or against the firm regarding K-12 projects in the past five years. We also have no failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.

## 2.4.3 Convictions

*Include a statement as to whether or not the firm (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two years prior to the date of application of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade*

### AECOM

AECOM Technical Services, Inc., has not been convicted or entered a guilty plea in any court.

### CERM

Neither CERM nor any of its officers have been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two years prior to the date of application of a violation of any state or federal statute concerning competitive bidding or competitive proposals or the restraint of trade.





# Section D.1

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Firm's Relevant  
Experience and  
Expertise



# Section D

## Initial Screening

### D.1

### Firm's Relevant Experience and Expertise

*a. The firm shall list three programs which best illustrate the experience of the firm as it relates to this program.*

Our collective team brings a legacy of delivering results-oriented program management services on large-scale capital construction programs nationwide. The ACERM Program Management team is proud to count the DeKalb County School District as a major part of this success. We have served as your program manager since 2012, and have been providing program management services for projects under the Education Special Purpose Local Option Sales Tax IV and V programs continuously for the last decade.

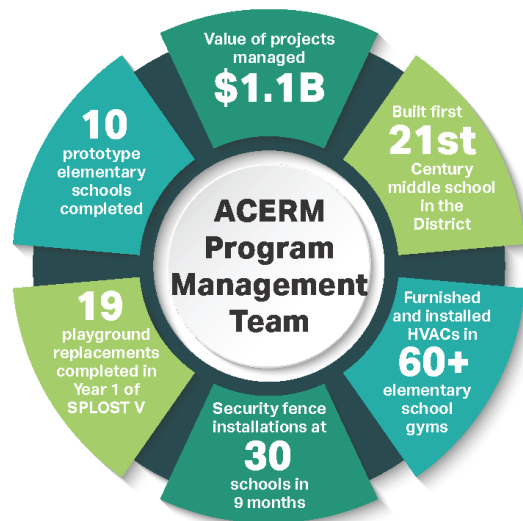
During the past 10 years, we have forged strong relationships with your bond program management staff based on consistency, integrity, loyalty and commitment to your vision and goals. We are proud to call ourselves your trusted partner, and we are committed to continuing this relationship on the upcoming SPLOST VI program.

Bolstering our established relationships and intimate knowledge of the District's SPLOST programs our respective firms' program management experience both locally and nationwide. CERM has managed several PM assignments in the state of Georgia, including the Cobb County SPLOST program, GDOT SR-400 Major Mobility Investment Program, and Renew Atlanta-TSPLOST Program, and has provided program advisory/consultant services to Rockdale County and MARTA.

AECOM has been providing program management services for K-12 school district construction and repair/modernization programs in the U.S. for more than 25 years. This includes a portfolio of more than \$60 billion of school facilities for hundreds of districts, including the 10 largest school districts in the U.S.

Also on our team is R L Brown & Associates, who will be providing in-house design review services as needed. In addition to having previous experience with DeKalb County School District, R L Brown has worked with Atlanta Public Schools and the Clayton County School System providing design and related services.

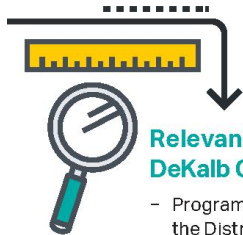
From our team's depth of experience, we bring lessons learned to successfully deliver your projects by controlling time and cost, minimizing disruptions and ultimately enhancing the quality of your facilities. The following pages contain the information requested by the RFP on three K-12 programs that best illustrate our experience within the last 10 years. We have provided descriptions of three programs that illustrate the ACERM Team's successful experience as it relates to the DCSD program in the following pages.



# DeKalb County School District SPLOST V Bond Program



DeKalb County, GA



## Relevance to DeKalb County Schools:

- Program management for the District
- Five-year SPLOST funding cycle challenges
- Complete transparency/ Citizen's Advisory Committee
- GADOE and GSFIC funding and reimbursement



### 1. Award and Completion Date

2017 - Ongoing (est. 2022)

### 2. Total Dollar Value of Work

\$561 million

### 4. Owner's Rep Name, Address, Telephone and email

Richard Boyd  
Interim Chief Operations Officer  
1780 Montreal Road  
Tucker, GA 30083  
678-676-1483  
richard\_boyd@dekalbschoolsga.gov

### 5. Key Professionals Involved in the Program

- John Wright\*
- Mel Butler, Jr.\*
- Brian Albanese\*
- Eno AboagyeAtta\*
- David Wood\*
- Ryan Fernandez\*
- Atiba Nunnally\*
- Carl Henry\*
- Patti Boston\*

*\*Indicates individual proposed for this contract*



Indian Creek Elementary School

### 3. Firm's Responsibility and Services Provided

As program manager for the District's fifth consecutive education Special Purpose Local Option Sales Tax (SPLOST IV) program, we support the planning, programming, design management, A/E and general contractor procurement, construction management and closeout phases of projects. Our wealth of experience gained managing the previous SPLOST IV program has proved vital to help guide and better inform the District during the scope development and budgetary planning process.

CERM specifically manages three projects (Referendum Focus Areas) for the Education Special Purpose Local Option Sales Tax) IV and V:

1. Safety and Security Improvements - \$13 million allocation. These include improving school safety and security, enhancing surveillance systems (cameras, etc.), upgrading or replacing fire alarm and sprinkler systems, and installing perimeter fencing and security vestibules.
2. New Facilities and Additions - \$298 million allocation. These funds address current and future overcrowding concerns with school capacity additions and new and/or replacement schools (due to aged facilities, overcrowding, and/or expanded program needs).
3. Facility Condition Improvements - \$97 million allocation. This encompasses the replacement of aged building systems (Capital Renewal Program) such as roofing, HVAC, electrical, plumbing, kitchen, restrooms, building code requirements, including ADA accessibility, athletic fields and play spaces, and parking lots and other paved surfaces.

# DeKalb County School District SPLOST V Bond Program

DeKalb County, GA



Rockbridge  
Elementary School



Southwest DeKalb  
High School



John Lewis  
Elementary School

During the design phase of each project, our dedicated estimating team reviews design documents to verify that the proposed designs meet the District's budget targets. Our peer review experts perform document reviews to uncover and address any problems that could impact actual construction time, cost, or quality.

Our responsibilities during construction include contractor oversight, professional and technical assistance, procurement support, phasing and logistics, client and stakeholder engagement, utility coordination, and schedule and budget monitoring. Following completion, we also have the responsibility of managing the post-occupancy warranty period a year after occupancy to verify that any warranty issues that may arise are resolved by the general contractor.

## 6. Value Added by AECOM and CERM

We have successfully looked beyond year-to-year budgeting to projecting what, where, when and how capital investments should be made. To that end, our

team assisted the District in successfully re-aligning its proposed SPLOST V projects to reflect the current demographics, market trends and construction climate based on the regional geography of the District. This effort yielded a surplus of funds to support 10 additional capital improvement projects.

We assisted the District and its consultants in the strategic planning for and development of the Comprehensive Master Plan (CMP) that will guide the long-range facility capital improvement program through the Year 2030, starting with the sixth Education Special Purpose Local Option Sales Tax construction program. In addition to providing quality control reviews of facility condition assessments by our technical SMEs, our team's cost estimators reviewed and helped improve the facility cost data as part of the effort. In addition, our leadership facilitated important working sessions for District division directors and specialty consultants to help make sure that the goals of the CMP were aligned to address the underlying community concerns.

# DeKalb County School District SPLOST V Bond Program

DeKalb County, GA



## 7. Unique Issues and Creative Solutions

Among the various projects managed by our team to date under SPLOST V are three prototype elementary schools, including the first in the nation built to honor the late Congressman John R. Lewis. The prototype schools, which we developed with the District, offer customizable finishes, enabling the community to convey the neighborhood's culture and priorities. Importantly, they are also adaptable to specific area sites and cater to each school's specialized curriculum. And because they are new buildings, the prototypes offer upgraded facilities and future-proof technologies often unavailable in the schools they replace, ensuring that all community schools have the facilities needed to enable learning.

## 8. Reference Letters


Please see the following pages. Due to the DeKalb County School District's current ongoing procurement, we are not able to provide obtain a letter of recommendation from this client. We have provided an additional CM reference letter in its stead.

# DeKalb County School District SPLOST V Bond Program



[Project Location goes here.](#)

## b. Architect/Engineering Firm Reference Letter

	<p>2300 Lake Park Dr SE Suite 165 Smyrna, GA 30080</p> <p>404.733.5493 <a href="http://www.cglsarchitects.com">www.cglsarchitects.com</a></p>
<p>March 18, 2022</p> <p>Re: Letter of Recommendation for AECOM</p> <p>To whom it may concern:</p> <p>CGLS Architects is pleased to provide a letter of reference for the AECOM Program Management Team. We have worked with them on DeKalb County School District projects for 10 years, beginning with the original DCSD Prototype Elementary School design in 2012 and then into all 11 site adaptations of that design. Throughout all projects, their commitment to excellence and professionalism has shown AECOM to be an outstanding program management firm.</p> <p>The Prototype site adaptation projects presented many impediments that could have negatively impacted their outcome, but AECOM navigated the Owner, Design Team and Contractor through each hurdle to a successful conclusion. Their personnel assigned to these projects were experienced and particularly skilled in management of the project programs, budgets, design, and construction. They interfaced successfully with school system staff, community stake holders, contractors, and our design professionals, while keeping projects on schedule and on budget.</p> <p>We would recommend AECOM to any school district seeking program management services and look forward to the opportunity of working with them on future construction projects for the DeKalb County School System. If you would like any additional information, please feel free to contact me.</p> <p>Sincerely, CHAPMAN GRIFFIN LANIER SUSSENBACH ARCHITECTS, INC.</p> <p></p> <p>Rebecca Tyson, AIA Principal</p>	

# DeKalb County School District SPLOST V Bond Program



DeKalb County, GA

## a. Construction Management Firm Reference Letter

RE: Letter of Reference for AECOM

To Whom it May Concern:

The Winter Construction Company is pleased to provide a letter of reference for the AECOM Program Management Team (AECOM) for the DeKalb County School District (DCSD). AECOM exhibited a commitment to excellence and professionalism during the preconstruction and construction of the new Indian Creek Elementary School project. The AECOM team approach focuses on working collaboratively with all invested parties, DCSD, the design team, and the contractor, to provide the highest quality product to the faculty, staff, students, and parents of DeKalb County, while still being good stewards of the taxpayer/SPLOST funding.

The AECOM personnel selected for the new Indian Creek Elementary School project were experienced in leading projects from preconstruction through to a successful completion and turnover; This was especially important given the location and phased turnover of the project. The new Indian Creek Elementary School was built on an active campus adjacent to the existing school and encountered rock removal, utility issues with the county, and abnormal weather, all while overlapping with the COVID-19 pandemic. AECOM's Project Manager, Brian Albanese, provided critical guidance and leadership as we worked together to overcome each obstacle. Every team member associated with AECOM presented themselves as effective leaders, partners, and communicators.

We look forward to the opportunity of working with AECOM on future construction projects for the DeKalb County School District and would recommend AECOM as a vital member to any education client seeking program management services. If you would like any additional information, please feel free to contact me at (678) 414-7749 or [ccampbell@winter-construction.com](mailto:ccampbell@winter-construction.com).

Sincerely,

A handwritten signature in blue ink, consisting of the initials 'CBC' followed by a long horizontal stroke.

Carrie Campbell  
Director of Operations  
The Winter Construction Company

# DeKalb County School District SPLOST V Bond Program



[Project Location goes here.](#)

## c. Construction Manager Firm Reference Letter

**Gilbane**

March 17, 2022                      RE: Doraville United Elementary School Project

Ryan Fernandez  
Senior Project  
Manager

AECOM  
1360 Peachtree St NE  
Suite 500  
Atlanta, GA  
30309


**To Whom It May Concern:**

As the construction manager for the Doraville United Elementary School project, we worked closely with AECOM throughout the project and am very familiar with their performance. This project was a huge success—delivered on time and under budget. The AECOM team worked collaboratively and transparently with us and it is without hesitation that I write this letter recommending their team.

It was apparent from the beginning that each AECOM team member on the Doraville United Elementary School project took pride in their work and was dedicated to providing the highest quality elementary school possible. The DeKalb County School District AECOM team was always available to work through potential issues in a true and collaborative team spirit, striving to reach resolutions in the best interest of DeKalb County School District, its community, and the Doraville United Elementary School project. The team was transparent, provided constant communication on the project's progress, and solicited feedback throughout.

In closing, the Doraville United Elementary School AECOM team was an excellent partner and Gilbane looks forward to working with them again in the future. I am certain they can bring the same success on the DeKalb County School District E-SPLOST program. If you have any questions or require any additional information, kindly contact me at 678-282-1300.

Sincerely,



Brian Steed  
Vice President

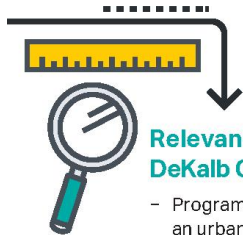
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3350 Peachtree Rd, NE | Suite 1200 | Atlanta, GA | 30326                      1                      GILBANE BUILDING COMPANY

# Building ONE Richmond Capital Improvement Program, including Richmond Schools



Richmond, VA



## Relevance to DeKalb County Schools:

- Program management for an urban school district
- Aggressive schedules/long-term plan dependent
- New school construction on operating school sites for aging inventory



### 1. Award and Completion Date

2007 (first contract) - Ongoing

2. Total Dollar Value of Work  
\$391 million

### 4. Owner's Rep Name, Address, Telephone and email

Robert Steidel  
Deputy Chief Administrative Officer  
900 E. Broad Street, Suite 602  
Richmond, VA 23219  
804-646-1378  
robert.steidel@richmond-gov.com

### 5. Key Professionals Involved in the Program

- Mel Butler, Jr.\*
- Mike McIntyre
- Travis Wood

*\*Indicates individual proposed for this contract*



Martin Luther King Jr. Middle School

### 3. Firm's Responsibility and Services Provided

Since 2010, AECOM has been serving as program/construction manager for the City of Richmond, VA, 's Building ONE Richmond Capital Improvement Program. This program encompasses several initiatives intended to significantly advance the future vitality of the city by creating educational and community opportunities to meet the 21st Century needs of its students and citizens.

During the first phase of the program, our team managed the design, construction and commissioning of several new schools: Broad Rock Elementary; Oak Grove-Bellmeade Elementary, which includes a community center; Martin Luther King Jr. Middle; Huguenot High; and Martin Luther King Jr. Preschool Learning Center, which was funded through savings we created on the four other projects. Under the second phase of the program, we have managed three schools, two elementary and one middle, all LEED certified.

### 6. Value Added by AECOM

In our role, we manage the budget, quality control and compliance inspections and coordination with the city of Richmond team, school board and regulatory agencies. Our project team communicates on a consistent basis to make sure the team has a solid understanding of project scope. Our team developed a strong collaborative approach early in each project's life cycle. From day one, owner staff,

# Building ONE Richmond Capital Improvement Program, including Richmond Schools



Richmond, VA



Huguenot High School



Broad Rock Elementary School



Oak Grove Elementary School

A/E staff and contractor staff were proactively engaged in problem solving as opposed to blame assignment. This proactive approach allows for free and open discussion of issues and possible solutions.

The city has benefited vastly from the depth of expertise AECOM has in-house, which has allowed us to provide resources needed by the city to execute this program on a holistic level. In addition to our program management services, the City of Richmond developed a master plan that charted a path forward over the next two decades. Our program managers and urban planners helped create a future that manages growth and improves infrastructure and facilities while advancing equity and inclusion. The result is Richmond 300: A Guide for Growth, a plan that recently earned the **American Planning Association's 2021 Daniel Burnham Award** as the nation's top comprehensive plan. The master plan envisions an equitable, sustainable, and beautiful Richmond that delivers a high quality of life for all residents.

## 7. Unique Issues and Creative Solutions

One challenge facing the program involved the city's decision to have both the Huguenot High School and Martin Luther King Jr. Middle School projects use the construction manager at risk (CMAR) delivery method. While not an issue in and of itself, the timing of this decision required an immediate adjustment of design approach and schedule. Additionally, the city did not have guidelines or procurement standards for the use of CMAR at the time. Our team developed CMAR standards of procurement and procedures for the city so that the procurement effort could move forward. AECOM also worked with the design firms for both school projects to revise the design approach and to develop phased construction approaches so that the change in delivery method would not negatively impact schedule.

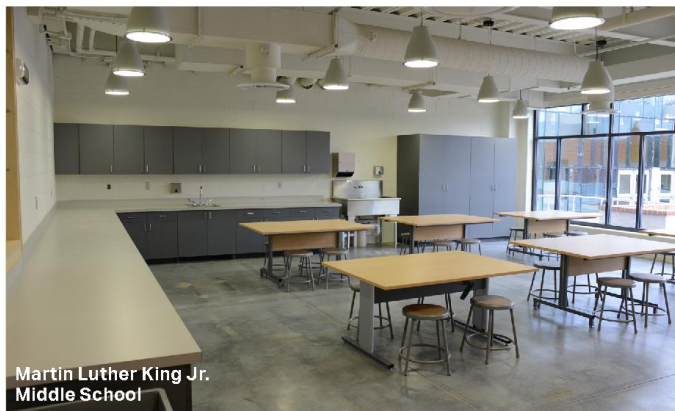
# Building ONE Richmond Capital Improvement Program, including Richmond Schools



Richmond, VA



Huguenot High School



Martin Luther King Jr. Middle School



Bellemeade Community Center

In March 2018, prior to starting work on Marsh Elementary, Cardinal Elementary and River City Middle schools, the city of Richmond determined that, due to overcrowding and facility shortcomings, these new schools would need to come online faster than the original September 2021 plan dictated. As such, the city accelerated the design and construction of these replacement schools with a desired completion date prior to September 2020 so they would be opened in time for the new school year.

To accommodate this fast-tracked schedule, AECOM developed a well-organized approach to shorten both the design and construction schedules to achieve the September 2020 deadline. We recommended the option of using a single prototype design for the two elementary schools and a prototype design for the middle school to shave eight months from the normal procurement and design schedules. The use of prototype designs combined with the use of the CM at Risk delivery method would allow construction to commence while revisions to the prototype designs were underway. This parallel approach,

along with a very short redesign period, allowed all three projects to begin design activities and construction activities 11 months earlier than planned in the original schedule. All three projects achieved substantial completion by the September 2020 deadline.

## 8. Reference Letters

Please see the following pages.

[The AECOM team] worked non-stop to ensure that RPS received the schools that they wanted which would support the education of our students in the pursuit of their goals, hopes and dreams.

*Andy Hawkins,  
Former Chief Operating Officer,  
Richmond Public Schools*

# Building ONE Richmond Capital Improvement Program, including Richmond Schools



Richmond, VA

## a. Owner Reference Letter



**CITY OF RICHMOND**  
Deputy Chief Administrative Office  
Robert C. Steidel

March 22, 2022

DeKalb County Board of Education  
Design and Construction Department  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 20084-6705

RE: Reference for AECOM in Response to RFP 22-752-025 for Program Management Services

To whom it may concern:

The City of Richmond, Virginia, has been working with AECOM for more than a decade in the execution of the Building ONE Richmond Capital Improvement Program. This program has included a commitment to enhance the learning environments for our students and community. Together with AECOM, Richmond has built eight state-of-the-art schools, including the first high school in the City in more than 40 years.

AECOM has advised on the scope, schedule, budget and project delivery method for our school projects, and proactively managed the design and construction for each through completion. Recently, they assisted with accelerating the schedule for our Marsh Elementary, Cardinal Elementary and River City Middle schools through the use of prototype designs and the CM at Risk delivery method.

Throughout the program, AECOM's leadership and culture of excellence was a major factor in the successful delivery of our K-12 projects – on schedule and within budget. We can always count on the AECOM team to maintain focus on delivering the 21st Century schools the City of Richmond and Richmond Public Schools deserve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert C. Steidel', written over a light blue circular background.

Robert C. Steidel  
Deputy Chief Administrative Officer



900 E. BROAD STREET 6<sup>th</sup> floor • RICHMOND, VA 23219 • 804.646.1378 • RVA.GOV

# Building ONE Richmond Capital Improvement Program, including Richmond Schools



Richmond, VA

## b. Architect/Engineering Firm Reference Letter

	<p>March 22, 2022</p> <p>DeKalb County Board of Education Design and Construction Department Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 20084-6705</p> <p><b>RE: Reference for AECOM in Response to RFP 22-752-025 for Program Management Services</b></p> <p>To whom it may concern:</p> <p>For the past 4 years, RRMM Architects has worked collaboratively with AECOM in support of the City of Richmond Building ONE Richmond Capital Improvement Program. Throughout this time, I have found the AECOM team to be knowledgeable, professional and conscientious – qualities that have been a major factor in the successful delivery of K-12 projects on time and within budget.</p> <p>We feel confident in recommending their team to serve as a program manager, as we believe they will meet and exceed the expectations of any client.</p> <p>Sincerely, <b>RRMM Architects</b></p>  <p>Mark W. Probst Deputy CEO Principal</p>
<p><b>CENTRAL VIRGINIA</b> 115 SOUTH 15<sup>TH</sup> STREET SUITE 202 RICHMOND, VA 23219 T: 804.277.8987</p> <p><b>HAMPTON ROADS</b> 1317 EXECUTIVE BLVD SUITE 200 CHESAPEAKE, VA 23320 T: 757.622.2828</p> <p><b>SOUTHWEST VIRGINIA</b> 28 CHURCH AVE SW ROANOKE, VA 24011 T: 540.344.1212</p> <p><b>NORTHERN VIRGINIA</b> 2700 S. QUINCY ST SUITE 300 ARLINGTON, VA 22206 T: 703.998.0101</p> <p><b>MARYLAND</b> 1 RESEARCH COURT SUITE 450 ROCKVILLE, MD 20850 T: 240.403.4101</p>	<p>WWW.RRMM.COM</p>

# Building ONE Richmond Capital Improvement Program, including Richmond Schools



Richmond, VA

## c. Construction Manager Firm Reference Letter



Howard Shockey & Sons, Inc.  
PO Box 2530 Winchester, VA 22604  
tel 540.667.7700 fax 540.665.3201

March 21, 2022

DeKalb County Board of Education  
Design and Construction Department  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 20084-6705

RE: Reference for AECOM in Response to RFP 22-752-025 for Program Management Services

To whom it may concern:

The AECOM team led the program management team for the City of Richmond Building ONE Richmond Capital Improvement Program. In our role as construction manager at risk, we successfully collaborated with AECOM on the Martin Luther King Middle School and River City Middle School.

Key to the successful delivery of this work – on or ahead of schedule and within budget – was AECOM's leadership. Their staff always held themselves to a high standard of professionalism.

Based on my experience working with them under the Building ONE Richmond Capital Improvement Program, it is without reservation that I would recommend the AECOM team to educational clients seeking program management experience.

Sincerely,  
HOWARD SHOCKEY & SONS, INC.

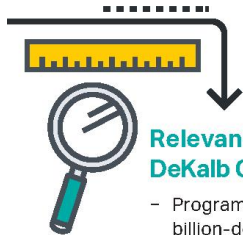
A blue ink handwritten signature, appearing to read "Jeff Boehm", written in a cursive style.

Jeff Boehm  
President

[shockeybuilds.com](http://shockeybuilds.com)

# School District of Palm Beach County Capital Improvement Program

Palm Beach County, FL



## Relevance to DeKalb County Schools:

- Program management for a billion-dollar program
- Encompasses new construction and extensive renovation/repair work
- Fast-track capital repairs
- High priority safety/security projects



### 1. Award and Completion Date

2017 - 2022 (Phase 1); 2022 - 2027 (Phase 2)

2. Total Dollar Value of Work  
\$1.3 billion

### 4. Owner's Rep Name, Address, Telephone and email

Joseph Sanches  
Chief Operating Officer  
3300 Forest Hill Boulevard  
Suite B-302  
West Palm Beach, FL 33406  
561.357.7573  
joseph.sanches@  
palmbeachschools.org

### 5. Key Professionals Involved in the Program

- Mel Butler, Jr.\*
- Miguel Nogueras
- Gary French
- Clint Hnatiuk
- Freddy Chacin
- Bonnie McFarland

*\*Indicates individual proposed for this contract*



West Palm Beach Adult Education Center

### 3. Firm's Responsibility and Services Provided

The AECOM team is serving as program manager for the School District of Palm Beach County's \$1.3 billion capital improvement program (CIP). The CIP encompasses the design and construction of five new schools as well as renovations and repairs at more than 100 campuses. Safety and security projects will take our team to virtually all campuses during the contract term.

Our team developed a plan to organize and streamline the planning, scheduling, bidding, construction and closeout of projects for this program. We also developed a program procedures manual to provide the framework on how the program will be executed on a day-to-day basis. We have assisted the district in solicitation requirements for design professionals and in coordinating the design team's activities, as well as developing a construction delivery strategy. We prepare cost estimates and value engineering assessments at the end of Schematic, Design Development and 80% Construction Document phases, addressing constructability and possible cost-saving materials, sequencing of construction and/or construction techniques.

During construction, we establish and implement procedures for the submittal and review of shop drawings, test reports, change orders and application for payments by the district and AECOM. We also maintain logs, files and other documentation relating to submittals and reviews, manage and administer construction contracts and manage change orders. In addition, we developed a website allowing the public to learn about their school projects, featuring project status, key dates, and financial information.

# School District of Palm Beach County Capital Improvement Program

Palm Beach County, FL



Odyssey  
SouthTech Academy



Verde K-8 School

AECOM's deep bench of subject matter experts has been beneficial to Palm Beach Schools numerous times throughout the course of this assignment. We helped advance a state-mandated survey of the district's facilities and their capacity and use while teams of architects and planners helped develop concepts to test assumptions before hiring designers or other consultants. Our transportation designers developed master plans for each transportation center, and our environmental engineers surveyed properties to develop scopes of work for the district's environmental consultants to execute.

## 6. Value Added by AECOM

Our team developed a plan to organize and streamline the planning, scheduling, bidding, construction and closeout of projects for this program. By organizing and working with all district departments, we were able to coordinate work and expedite critical needs by splitting out scopes of work ahead of some of the existing school's project schedules, allowing immediate implementation of projects without delays.

ACERM Program Management, A Joint Venture

Our team has also implemented a comprehensive web-based solution to assist the district with program scheduling, program/project budget allocations, program/project cost control systems and centralized project status reporting. This solution has delivered several benefits, including improvement in the categorization of budgets and expenditures, the ability to handle and expedite the high volume of pay applications and invoices, and streamlined communications.

## 7. Unique Issues and Creative Solutions

**Identifying critical needs to save money:** To save the district time and money, we helped to identify critical needs, for example, roof replacements, and split them out as separate projects ahead of the main project work. We have been able to bring forward 41 roofing projects over the past three years. By addressing these items, the district has saved in maintenance costs and mitigated additional deterioration of other items within the schools.

35

# School District of Palm Beach County Capital Improvement Program

Palm Beach County, FL



**Phasing work to shorten schedules:** A key challenge of this program at its inception was to get projects “on the street” and into construction as quickly as possible. To do so, we broke the school projects into multiple phases, which allowed for shorter duration for the phased designs and enabled contractors to start work sooner. This approach also simplified the scopes of work for each phase, which let work progress at a faster rate. This approach was used with success at multiple schools. For example, at Bear Lakes Middle School, the schedule for phases 2 and 3 was shortened from 14 months to eight months, and the schedule for phase 4 was shortened from 14 months to 11 months.

## 8. Reference Letters

Please see the following pages.

[AECOM] has worked collaboratively with our internal staff on program planning, processes and procedures... [and] has partnered with our district to provide our students with the best possible facilities to support our educational effort.



*Wanda Paul, Former Chief Operating Officer, School District of Palm Beach County*

# School District of Palm Beach County Capital Improvement Program



Palm Beach County, FL

## a. Owner Reference Letter from Former Client Contact


	<b>THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FL</b>  CHIEF OPERATING OFFICE 3300 FOREST HILL BOULEVARD, B-302 WEST PALM BEACH, FL 33406  PHONE: 561-357-7573 / FAX: 561-357-7569 <a href="http://WWW.PALMBEACHSCHOOLS.ORG/COO">WWW.PALMBEACHSCHOOLS.ORG/COO</a>	<b>WANDA F. PAUL, M.Ed., MBA</b> CHIEF OPERATING OFFICER	<b>DONALD E. FENNOY II, Ed.D.</b> SUPERINTENDENT
<p>May 15, 2020</p>			
<p><b>RE: REFERENCE FOR AECOM IN RESPONSE TO RFQ # FY20-192 FOR PROGRAM MANAGER/OWNER'S REPRESENTATIVE SERVICES</b></p>			
<p>To Whom It May Concern:</p>			
<p>AECOM has been very proactive in assisting The School District of Palm Beach County in managing our \$1.3 Billion Sales Tax Referendum. They have worked collaboratively with our internal staff on program planning, processes, and procedures. AECOM has partnered with our district to provide our students with the best possible facilities to support our educational effort. Based on our experience with AECOM, I can recommend them, without reservation.</p>			
<p>Sincerely,</p> 			
<p>Wanda F. Paul, M.Ed., MBA Chief Operating Officer</p>			
<p>WFP/tb</p>			
<hr/> <p><b>The School District of Palm Beach County, Florida</b> A Top High-Performing A-Rated School District <i>An Equal Opportunity Education Provider and Employer</i></p>			

# School District of Palm Beach County Capital Improvement Program



Palm Beach County, FL

## b. Architect/Engineering Firm Reference Letter



March 30, 2022

DeKalb County Board of Education  
Design and Construction Department  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 20084-6705

RE: Song + Associates Reference for AECOM in Response to RFP 22-752-025 for Program Management Services

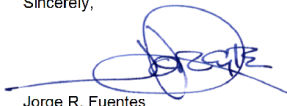
To whom it may concern:

For the past three years, Song + Associates has worked closely with the AECOM team in managing and driving projects from programming all the way through construction phase for the School District of Palm Beach County. With work ranging from minor renovations to new construction projects, their team's efforts have allowed for successful completion of 18 of our school projects within the last three years alone.

As with most projects, there have been numerous hurdles to overcome, and AECOM's team has been able to take on these challenges and provide for better coordination and communication with our client. Their management capabilities make them a great addition to any team. Their experience and knowledge of K12 education has helped on the renovation and construction of numerous public-school buildings - on time and within budget.

We feel confident in recommending their team to serve as Program Manager and Owner's Representative, as we believe they will meet and exceed the expectations of any client.

Sincerely,

  
Jorge R. Fuentes  
Principal, S+A

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T: 561.655.2423 F: 561.655.1482

American Institute of Architects / NCARB

# School District of Palm Beach County Capital Improvement Program



Palm Beach County, FL

## c. Construction Manager Firm Reference Letter



Florida State Certified General Contractor |  
Florida State Certified Roofing Contractor |  
Florida State Minority Business |

April 11, 2022

DeKalb County Board of Education  
Design and Construction Department  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 20084-6705

RE: Reference for AECOM in Response to RFP 22-752-025 for Program Management Services

To whom it may concern:

LEGO has been working with AECOM at the School District of Palm Beach County and School Board of Broward County for years, and we have an excellent level of success on our projects. The ability of AECOM to get projects issued to design and construction teams and into construction was extremely impressive and continues to be a hallmark of their success.

AECOM has been able to strike a great balance with implementing new processes and procedures while at the same time working with the existing district staff. During the time AECOM has been involved we have seen a significant improvement in the time it takes to get monthly payment applications processed and checks issued by accounting.

We have found that AECOM is both accessible to us when needed and very responsive to resolving issues as they arise. AECOM has always looked for ways to increase effectiveness and get as much done with the available bond funding as possible. This includes looking at ways to buy standard products in "bulk" and soliciting feedback from A/E and Construction firms.

Our experience with AECOM has been positive and we recommend them without hesitation.

Should you have any questions, please do not hesitate to contact me at 786-385-7926.

Sincerely,

Luis Garcia

President

1011 Sunnybrook Rd., Suite 905 Miami, FL 33136 - Tel: 305.381.8421 - Fax: 305.857.9916

[WWW.LEGOCC.COM](http://WWW.LEGOCC.COM)

*b. The firm shall provide a description and supporting documentation of the firm's technical capability with liked size scope.*

Our talented project team delivers a well-rounded and comprehensive approach to programs and projects. We leverage the experience gained from managing complex programs and projects locally for clients such as the District, DeKalb County and Cobb County, and nationwide for hundreds of K-12 school districts. Our team's internal operations and best practices foster a cross-discipline skill set within our areas of service.

Our experience combined with our multi-discipline professionals, layered skills and array of services are essential differentiators within our industry. Across the full program life cycle, we not only keep projects within schedule and budget, but also delivers the best value for money investment for our clients.

**1. Project Management**

Our experience and expertise is demonstrated not only by our past success with SPLOST IV, SPLOST V, and similar programs, but also in our planned program management approach to the SLOST VI Program, discussed in more detail in Section D.3: Management Approach. Our approach will implement the processes, procedures, controls methods and tools developed during previous SPLOST programs, and supplement and enhance those processes, procedures, and controls with valuable information gleaned from SPLOST V and other programs nationwide. We will manage every project with those improved quality assurance and quality control tools, ensuring consistency among the work and maintaining your overall goals. Although we use the same quality control tools and protocols for each project, we will customize each project plan to address the specific needs of each facility.

Our team has worked hard to earn the trust of District staff from the various departments, and with principals and support staff in related divisions and departments. These relationships add value as we customize our project plans to the unique requirements of each particular project. Thanks to our past experience and established working relationships, our team has zero learning curve; this translates into a shortened "time-to-value" arc in each project's initiation phase.



ACERM Program Management's local experience executing program management assignments includes (1) DeKalb County School District, (2) DeKalb County and (3) the Metropolitan Atlanta Rapid Transit Authority (MARTA)



## 2. Cost Management

With our vast experience and database of school construction costs, knowledge of design fees, FF&E costs and other soft costs, we have the capability to validate project budgets relatively quickly. One of our first tasks will be to review the budgets and scope of work for the projects that are defined as part of this program. If budget adjustments are required, we will work with you to prioritize and recommend the appropriate changes. We will maintain the project budget database, and, as changes occur and actual costs are known, we will make adjustments and report those regularly to the District.

There are a number of attributes and functional approaches unique to the ACERM Program Management team that enable us to validate both budgets and cost estimates at very early stages of the development of projects, and then allow us to control costs throughout the implementation phase. One such attribute is AECOM's in-house estimating capabilities. These include historical cost from completed projects, bid pricing from other current projects, real-time pricing from subcontractors with whom we have long-standing, successful working relationships within the region, and historical costs from our estimating databases.

In addition, our estimators are experts at evaluating cost estimates by other firms because they have had to develop guaranteed maximum prices (GMP's) for projects where our fees are at risk. This distinguishes our team from pure program management or owner's representative firms that do not deliver constructed projects. Our estimators also have in-depth software resources at their disposal, including On Screen Takeoff (OST), Timberline, EOS Explorer, Sparta and EOS Advisor (our national construction cost estimating database).

Overall, our approach to budget and cost control enjoys advantages that include:

- Marketplace trends reporting
- Exceptional contractor & subcontractor relationships
- Cost benchmarking capabilities
- Contingency management
- Budget vs. costs tracking logs
- Cash flow management

Ultimately, the District wants cost certainty. Our strategy to get you there is to leverage our staff of in-house estimators (architectural, civil, mechanical and electrical) who utilize several different tools to evaluate cost estimates.

### Cost Management and the Local Market



Producing accurate estimates requires a willingness to seek guidance from the market. Because we know the DeKalb/Atlanta market, we know who to call for a check estimate when there are elements of a project that carry an atypical market risk

## 3. Time Management/Scheduling

Time management can essentially be described as managing the various schedules developed to represent the timelines of program and project delivery.

Accurately developed master schedules provide the road map for the District and the ACERM Program Management team to manage the work of all participants in a timely manner, and in compliance with established milestones. We use a variety of proven scheduling techniques and tools to plan and monitor program and project activities, including the most accurate procedure for tracking project performance: tracking cost performance as a function of time (earned value analysis). Our program and project managers are well versed in schedule utilization and have the expertise to use the schedules as a tool to deliver projects successfully for DCSD.

At the program level, our team can help DCSD by finalizing its overall master program schedule. This high-level schedule establishes and benchmark key milestones dates, sets the standard to which project-level contracts shall adhere to, and will be the basis for progress measuring at the program level. A well-thought-out program level schedule is key in identify potential challenges with decision-making, procuring services, and conveying progress to the public if desired.

For individual projects, our team has substantial experience validating and tracking contractor's schedules. A project level schedule is critical on two fronts: in qualifying a contractor's ability to perform the work, then monitoring progress. Ideally, our role includes verifying that project-level schedules align with the master program schedule to maintain timely delivery of the overall bond program.

Our approach to CPM scheduling is to use the schedule as a tool to manage the District's designers, contractors and consultants as may be required by this contract. Our project managers are trained in schedule administration and management and have the expertise to use the schedule as a tool to successfully deliver this program. Using short-interval construction phase schedules based on the contractors' look-ahead construction schedules, we can prepare progress reports to keep the District assessed of the project status.

#### 4. Quality Management

The ACERM Program Management team recognizes that quality is a state of mind encompassing a set of shared values. To us, quality control means quality service, quality performance, quality people and quality attitudes. It means exceeding expectations, managing and minimizing risk, and meeting our commitments, both real and implied. Quality means doing things right the first time and never accepting less than our best effort.

Achieving an exceptional level of quality on projects is, above all, the result of minimizing risk. Because the scale and complexity of the projects introduce risks in multiple areas and on multiple levels, the ACERM Team quality assurance approach responds to program and project-level risks with equal effectiveness.

##### Systems and Methodology

The ACERM Team established quality management system (QMS) sets quality requirements and guidelines for project activities and processes and then measures them. Our QMS is documented in four volumes covering quality policy, procedures, instructions, and forms.

For DCSD, we monitor the quality of our services through a scorecard that we update monthly:

- Are projects on schedule, compared to the approved execution plan as amended by approved changes?
- Are our projects on budget, through design and construction phases, compared to detailed approved final budgets?
- Are our projects designed to a high standard of care and constructed to meet or exceed contract specifications performance criteria?
- Are our clients satisfied with our work, as evaluated through a Client Satisfaction Index conducted Quarterly?

We believe that it is mandatory to establish and implement proactive and comprehensive quality assurance programs for all projects such that work product are checked, scrutinized, and thoroughly reviewed by senior technical staff before delivered to clients. Each project managed by our team is subject to the requirements of the QMS, as potentially modified by individual client requirements.

##### Project-Level Quality Assurance

The ACERM Program Management team's project-level quality assurance approach is to carry out the above-referenced quality assurance processes and procedures during the implementation of each individual project. The centerpiece of the plan is customizing the allocation of risks and QC responsibilities among and among DCSD, the program/project manager, and the design firms,

construction firms, specialty consultants, and owner-contracted consultants that are on the front lines of each project. To accomplish this, we itemize risks specific to each phase of the project life cycle, including site selection, programming, design, permitting, procurement, construction, building operations, and assign responsibilities to various team members for each item.

This maintains that safeguards are in place regarding:

- The stability of each project team
- The integrity and thoroughness of site and building surveys and due diligence efforts
- The quality of design documents
- Adherence to established schedule and budgetary goals
- The cycle times and sequencing of the permitting process
- The coordination of campus operations and construction logistics
- HUB participation
- Construction marketplace risks
- Construction safety
- The operational integrity and quality of the final constructed facility

#### 5. Contract Administration

The basis for our team's approach is to manage the construction contractor so that work is completed in accordance with contract requirements. Simply put, we are fully prepared to provide construction phase services that cover every aspect of construction contract administration, quality assurance/quality control, and inspection and monitoring required to help deliver your projects on time and on budget.

During the construction phase, we focus on proactive quality management and effective document control and record-keeping. Our objective is to help deliver quality work at or above the specified performance criteria while protecting the multiple interests of DCSD.

Highlights of the services we provide are as follows:

- Quality Assurance - The ACERM Team systematically verifies that reviews, certifications, inspections and tests are being performed in accordance with contract and regulatory/code requirements, targeting those items requiring corrective action.
- Testing - As part of our standard construction management services, the ACERM Team PM's oversee and coordinate testing & inspections. This may entail scheduling, contract compliance, quality control and assurance, bid preparation, invoice verification,

- preparing a testing log, punch list development, etc. Special Testing & Inspection services may include: steel, concrete, insulation, fireproofing, soils, elevators, roofing, etc.
- Job Meetings - The ACERM Team will conduct weekly (or bi-weekly) job progress meetings with the prime contractors and hold special meetings as may be required. A formal agenda will be prepared for each meeting and include such matters as submittals, schedule status, construction progress, upcoming QA/QC procedures, regulatory agency/code inspections, potential change orders, and matters of daily coordination necessary for the orderly progress of work. Minutes of such meetings will be prepared and copies furnished to all parties attending the meetings, with action items assigned and due dates clearly defined.
  - Monthly Progress Payment Request Review and Approval – The ACERM Team will review the contractor’s draft application for payment (the ‘pencil copy’) with the contractor and the architect -of-record. By comparing the monthly Earned Value to the original projected cash flow tied to the approved schedule, our construction managers can identify performance issues earlier than simply monitoring schedule progress alone.
  - Change Order Management – The ACERM Team’s approach to change order management is to stay one step ahead of the contractor. When potential scope changes are identified our PM’s immediately initiate preparation of independent cost and schedule analyses. Utilizing this strategy, we are able to expedite the review, negotiation and settlement of issues expeditiously after receiving contractor change order request proposals. This fast-track approach mitigates the potential for delay claims related to the ineffective settlement of extra work requests.
  - Submittals - The ACERM Team monitors the schedule so that shop drawings and other contractor submittals are submitted and processed in a timely manner. In the event of delay, our representative acts as a facilitator. We routinely use a computerized log that can is with the CPM project schedule.
  - Document Clarification (RFIs) - Document clarification is a routine part of construction phase management activities. We anticipate that the design professional uses a computerized log to track the dates the clarification is requested, issued, received and sent back to the contractor. The log should describe the clarification and establishes a due date for the A/E response. In the event of a potential delay in processing, we routinely generate standardized and customized notices to key participants informing them of requests and overdue responses.
  - Site Records - In addition to the Contractor, the ACERM Team personnel will review for compliance all contract documents, contracts, drawings, specifications, contract modifications, and change orders in order to ensure that all changes made during construction are recorded. All such record documents will be kept up to date and available to DCSD for review.
  - Coordination with Ongoing Operations – At times, depending on the jobsite and the nature of the work, project construction activities must be coordinated with your ongoing facility operations. The ACERM Team will coordinate closely with DCSD personnel to develop a written operations coordination plan that describes the scope of work in the context of these ongoing operations. The plan defines the precautionary measures required to safeguard existing occupants, protect equipment and utilities, and maintain operations and security.
  - Community Relations - For sensitive and/or disruptive projects, we have learned that it is crucial to achieve and sustain public support by establishing a community relations program. A public that is provided a forum for resolution of construction-generated problems will be less likely to delay a project and will leave contractors free to prosecute their construction tasks.
  - Dispute Avoidance and Resolution - During construction, management of disputes and potential claims is critical. Our PM’s will make disputes less likely by rigorously implementing practices born of our extensive experience in construction management and claims resolution. If a dispute cannot be avoided and evolves into a claim, our in-house claims staff offers dedicated, field-accomplished construction professionals who focus exclusively on dispute resolution services.
  - Safety Monitoring - To keep projects safe, contractors must follow a site-specific safety program, enforce good housekeeping rules and employ mechanisms to identify and rectify violations quickly. The ACERM Team Project Managers will review and monitor the contractor’s compliance with their safety program.

## 6. Safety Management

Safety remains a critical component to the District’s and our team’s overall success, and our evolving safety culture continues to put us on a trajectory toward best-in-class performance within our industry. We are proud to report that during FY15, AECOM achieved a total recordable injury rate (TRIR) 7.5 percent lower than our target. TRIR represents work-related incidents that result in injury and/or ill health requiring medical attention beyond first-aid, restriction of work activities and/or absence from

the workplace in order to recover, and measures the frequency of all work-related injuries and illnesses.

AECOM’s safety efforts have also been recognized by several safety industry organizations during FY15, including the U.S. National Safety Council, Hong Kong’s Development Bureau and the Construction Industry Council, the Royal Society for the Prevention of Accidents and the Campbell Institute.

### 7. Risk Management

Achieving an exceptional level of quality on the SPLOST VI program will, above all, be the result of minimizing risk. Because the scale and complexity of the program introduces risks in multiple areas and on multiple levels, we have formulated a risk management plan that responds to both program-level and project-level risks with equal effectiveness. Our approach is described in both the ensuing narrative and in the attached risk matrices.

The ACERM Team’s method of risk management involves a proactive approach for the life of any major program we undertake for our clients. This is a term that is often overused in today’s work environment, but it is a sensible, realistic method of helping identify risks, both foreseeable and unforeseeable, throughout the life of a program.

For the District’s SPLOST program, our team will propose the formation of a Risk Management Committee (“RMC”) chaired by key staff of DCSD, and include other DCSD stakeholders as required.

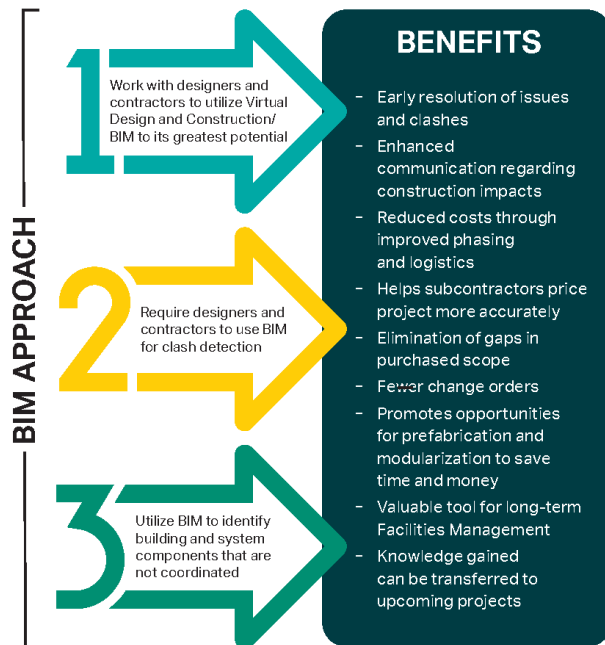
The risk matrix or profile that is created at the beginning of the project must be reviewed and updated monthly or more often as required. The Risk Management Committee will issue monthly updates to the risk assessment matrix so that all parties are informed of changing risk factors and conditions.

The various stages of the program and each project will influence risks. Risk management is an evolving process, and to be effective it must remain as a key priority for the Program Management Team.

### 8. Building Information Modeling (BIM)

Our strategy to achieve seamless coordination among design documents and construction processes in the field is greatly attributed to building information modeling. From the smallest mechanical, electrical, plumbing, and structural details to how art work and furniture will appear in a new facility, BIM allows a full visual of those aspects to facilitate better coordination and the ability to make better, informed decisions by all stakeholders. BIM also has the power to improve the bidding process, detect clashes, maximize safety, and manage environmental goals.

“Build-ability” is addressed by reviewing the capability of the local workforce and dimensional issues. In the case of the former, we will ask whether the tolerances prescribed in the design are too “tight” and exceed what the local workforce is used to encountering. Being required to install level 5 finish drywall is a common example. In the case of dimensional issues, we will ask whether building components that are installed first create a work area that is so constrained that “downstream” work is difficult or impossible to build.



In the case of materials and systems evaluations, a constructability review can sometimes lead to unexpected findings. For instance, in a recent re-roofing project, we were asked to evaluate the relative life cycle cost efficiency of different roofing membranes (EPDM, TPO, and PVC) and different fastening methods (fully-adhered vs. mechanically-fastened). We reviewed construction efficiency, energy efficiency, durability, warranties, puncture resistance, and serviceability of each membrane type and also reviewed FM Global Insurance Requirements and building codes. On balance, when all of these factors are considered collectively, no one system stood out as being significantly superior. We found that most roofing failures could be attributed to errors in the installation process. The selection of the roofing contractor, therefore, proved far more important than the selection of the membrane type itself.

Finding these inconsistencies is vital, as they can severely impact the construction process, causing delays, design changes, and cost overruns. Project team communication is also improved as a result of utilizing BIM technologies. BIM, as such, enables us to deliver a higher quality product to our clients. We typically manage a process in which designers and contractors are required to use BIM for clash detection.

**9. Sustainability**

Our team’s collective LEED/sustainable design portfolio includes more than 175 projects across the U.S. These projects include LEED Silver, Gold, and Platinum certifications. In the spirit of preserving the environment, our team’s LEED Accredited Professionals guide and direct our team in the implementation of green and sustainable design programs while remaining mindful of project costs and schedule.

**LEED for Existing Buildings**

Operations & Maintenance was designed to certify the sustainability of ongoing operations of existing commercial and institutional buildings. LEED for Existing Buildings: Operations & Maintenance encourages the

For the Orlando International Airport’s \$2 billion South Terminal Program, AECOM’s program managers are using BIM to model design outcomes and collaborate with the CMARs in establishing clash-free models and consistent, coordinated design systems. We are one of the few program management consultants who bring a BIM center of excellence that provides guidance to clients and capital programs similar to the District and its SPLOST program.



operators of existing buildings to implement sustainable practices and reduce the environmental impacts of their buildings over their functional life cycles. Specifically, the rating system addresses exterior building site maintenance programs, water and energy use, environmentally preferred products and practices for cleaning and alterations, sustainable purchasing policies, waste stream management, and ongoing indoor environmental quality. Our team can provide any service necessary to support LEED certification.

**Commissioning**

Commissioning is a team-oriented systematic process to assure by verification and documentation that facility systems perform interactively in accordance with the owner’s design intent, operational needs and the design documentation. The commissioning process facilitates and coordinates the traditionally separate functions of equipment startup, performance testing, system documentation and operator training. To reach this goal, the commissioning process is followed to verify and document compliance with design criteria throughout design, construction, acceptance, and post-acceptance. In addition, the commissioning process confirms that operating staff are adequately trained and have the necessary O&M documentation to maintain the facility.

Our team includes professional that have been providing dedicated commissioning services for more than 12 years and are certified by organizations such as the Building Commissioning Association and Association of Energy Engineers.

Our commissioning process is implemented by our experienced professional and technical staff, which typically operates as a commissioning authority in direct contact with the building owner. Our commissioning capabilities extend far beyond the limited scope requested; branching into electrical, plumbing and other building systems. We are also capable of providing Fundamental and Enhanced commissioning services to meet the requirements of LEED.

The commissioning process provides the District with the assurance that the building’s systems and equipment have been installed in accordance with contract documents, and operate within performance guidelines specified. Our commissioning agents provide the owner with an unbiased, objective view of system installation, operation, and functional performance.

Commissioning is intended to confirm and approve proper system start-up and aid in the completion and transfer of building systems to the owner. We plan and coordinate commissioning activities with the owner, the contractor, subcontractors, manufacturers and equipment suppliers. The end goal is to make sure the District reaps all the benefits of a successful commissioning process.

## 10. Project controls and reporting, including web-based project management software

Our established, proven enterprise-wide program management information system (PMIS) is comprised of commercial off-the-shelf tools that we've integrated into one cohesive offering that delivers programs and projects in conformance with a client's goals and requirements. Delivered via the cloud, the PMIS is a single source of truth for the program, providing the ability to report key performance indicators and comparative analysis of program/project performance on multiple levels. The PMIS is more than just a data repository – it uses workflows and forms to collect data and move it through approval processes, increasing auditability and providing an inherent document management system.

The PMIS facilitates project collaboration workflow via the cloud with robust security. It manages both documents and data, within one central database for all project information, concerning any aspect of the program. The PMIS suite includes integrated tools for capital planning, document control, schedule control, cost control, contract origination and administration, design management, change management and field process control and reporting. We can procure materials and services, manage project budgets and contracts, track project control data and documents, review and log drawings, collaborate with our project teams via the cloud (Internet), and analyze overview information for multiple projects and locations – all in one central database. A key aspect of our PMIS is management dashboards that communicate complex information about the program into visually rich presentations using gauges, maps, charts and other graphical elements. The integrated nature of our system allows us to report information related to cost, schedule, budget and other performance factors through easily created lists, tabular reports and action item trackers, providing the client with easy access to information needed to move projects forward to successful completion.

*c. Any other particular technical capability which the firm may be able to offer.*

### Needs Assessments

AECOM's in-house Facilities Condition Assessment (FCA) group has recommended planning and design options that have led to significant savings and much-needed flexibility in operations and maintenance for our clients. This expertise has been honed over the last decade and has led to the successful delivery of related services in excess of three billion square feet of facilities. For the School District

of Palm Beach County, AECOM's FCA review enabled our team and client to implement scope adjustments early through value engineering that ultimately promoted the delivery of promises made throughout the program's life. If warranted, an independent review of FCA data could result in a more realistic view of the District's capital improvement needs, as well as potential cost and schedule savings.

### Technology Support/Integration

We provide a full array of services and capabilities relating to supporting, designing and delivering appropriate technology solutions. Our team of systems engineers and designers can be called upon to validate District standards or to review project technology designs. This aspect of our services has been a significant component of our program management assignments for school districts, such as AECOM's ongoing program with the Dallas Independent School District. On that program, AECOM coordinates technical guidelines, design, procurement and construction activities with Dallas ISD Technology (and their vendors) so that technology is in place, functioning, and ready for students and staff upon completion of construction.

### Mechanical System Reviews

Our team's in-house mechanical design professionals are thoroughly familiar with the design of HVAC, electrical, plumbing and fire protection systems in the metro Atlanta region. They can perform on-site mechanical system reviews as needed as subject matter experts, and can also support in updates to design criteria or master specifications and in calculating ROIs.

### Review of Design Standards

Our team can review and enhance, if necessary, the District's design standards and specifications with the goal of making changes where changes deliver a quality product or can increase participation by the contractors in the region. This will result in increased competition and mitigate increasing costs. Our strategy also includes the development and implementation of policies and procedures/standard operating procedures (SOPs) in cooperation and coordination with District staff. These will be the roadmap for all those working on the program.

### COVID-19 Safety Consulting

Our team brings AECOM's leadership in COVID-19 safety consulting. We have experts who can manage disinfection in facilities and develop COVID-19 safety protocols for construction-site operations. Our protocols, policies and procedures align with the latest data made available by

the CDC and other authorities. AECOM recently assisted the District of Columbia Public Schools with developing COVID-19-related specifications and scopes of work, selection of filters and sensors for the HVAC systems to treat the indoor air.

### **Claims/Forensic Analysis**

Delays from design coordination and approvals, permitting, unforeseen conditions, risks, productivity impacts and many other factors can sometimes push a project off track. When delays occur, our scheduling and claims experts work with the team to identify effective delay mitigation strategies to resolve issues before circumstances escalate. If the original plan is no longer effective, our focus is to evaluate recovery scenarios and remediation planning.

Using a wide lens rooted in our experience as owner's representatives, contractors and designers, our team clearly identifies the issue of the dispute, performs a detailed analysis and summarizes the merits (validity) of the claim proposal. Our in-depth claims analyses and professional recommendations are presented in written reports and supported by CPM schedule layouts, metrics, summaries and graphics to help the project team identify the most efficient and effective path forward. In addition, our team of experts helps support clients with the information necessary to present a well-structured position during negotiation settlement discussions, arbitration, mediation and cases that reach the courts. We are your advocates.



# Section D.2

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Proposed Project  
Staff and Technical  
Capabilities

## D.2

## Proposed Project Staff and Technical Capabilities

*The firm shall name the actual key staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project.*

AECOM together with CERM has served as DeKalb County School District's program manager since 2012, teaming with your staff to deliver projects under the SPLOST IV and V programs. Our recent experience providing program management services to the District stands as a true testament to our ability to successfully continue to deliver the scope of services requested.

Our combined team has demonstrated stability in the community, complementary strengths, and cross-disciplinary capabilities that have established strong relationships with your bond program team based on trust, integrity, consistency, loyalty and commitment to your vision and goals. To that end, we are proposing as ACERM Program Management, A Joint Venture, comprised of AECOM and CERM.

To maintain continuity and leverage lessons learned, we offer key staff from the SPLOST V program, including Principal-in-Charge John Wright, Program Manager Mel Butler, Program Deputy Manager Brian Albanese, and Quality Manager Eno Aboagye-Atta. This team possesses the full range of practical and technical capability to perform any project or task under this contract. These individuals will also maintain continuity, consistency and steady control going forward. They have developed strong, effective working relationships based on trust with many of your project managers and school staff. The ACERM Program Management team is ready to be effective on day one, applying knowledge and lessons learned from your previous SPLOST IV and V projects.

The structure of our proposed ACERM Program Management team and our proposed staff, including their roles/functions, are illustrated on our organization chart (Exhibit D.2.1) on the following page.

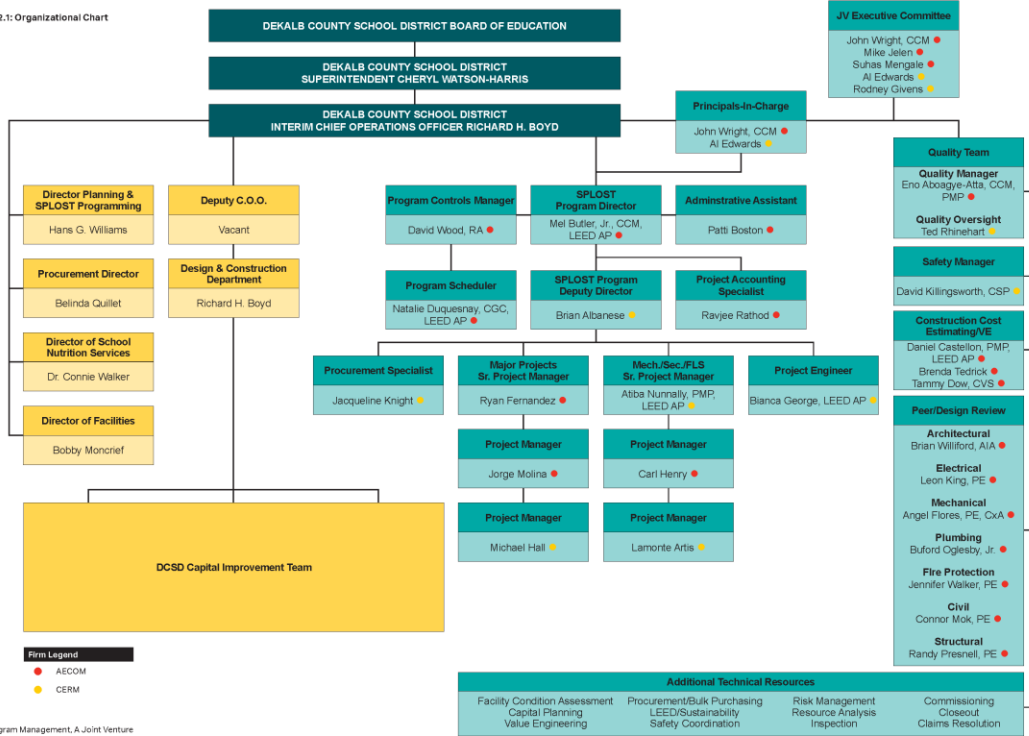
*The firm shall give brief resumes of key persons proposed to be assigned to the Project.*

Following our organization chart are resumes that showcase the ability and experience of our key team members, along with all the details requested by the RFP.

In addition to our key staff, our team includes architects, engineers, program/project controls specialists, and other technical professionals that will provide the services outlined in the RFP, including program and project management, design management, design reviews, value engineering, document control and other related services. Exhibit D.2.2 summarizing the experience of our team is provided after the resumes of our key staff.

Regarding item 9 and the services we intend to subcontract, ACERM Program Management has teamed with subconsultant R L Brown & Associates to provide in-house design reviews as needed. R L Brown brings experience working with DeKalb County School District as well as Atlanta Public Schools and the Clayton County School District. We believe their experience with local K-12 design will be an asset to our team. Personnel from R L Brown will be selected on an as-needed basis.

Exhibit D.2.1: Organizational Chart



ACERM Program Management, A Joint Venture

# 1. Mel Butler, Jr., CCM, LEED AP



## SPLOST Program Director



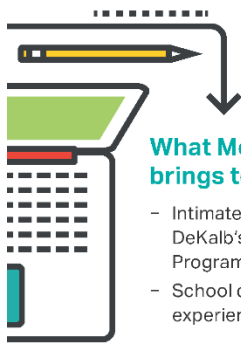
Mel brings over four decades of experience in the areas of project and business development, program and project management, construction management and engineering, CPM scheduling, financial/cost control and change management/claims mitigation. He has held a variety of positions of increasing responsibility in both the public sector and private industry, and, accordingly, has developed keen insights into virtually all aspects of successful program management, business development, and successful project delivery. Mel is a proven leader with acknowledged ability to identify, recruit, develop, and retain high-performance teams.

### 5. Experience

#### **DeKalb County School District, SPLOST V Bond Program, DeKalb County, GA:**

Program director responsible for overall coordination and delivery of capital facilities improvements via \$561 million SPLOST V program. Work spans the full life cycle of projects, from planning, estimating and design management, to designer and builder procurement support through construction phase management and closeout. Specific design phase services include scope development and review, schematic design, design development, construction document reviews, FF&E coordination, technology coordination, cost estimating and cost change management. Also, to place heightened awareness on security and safety, AECOM provides guidance and emphasizes the importance of security and safety in the design and construction of all District facilities. The principles of sustainable design and student safety are captured and applied in the design phase for all the facilities involved in the program. During construction, responsibilities include construction contractor oversight, professional and technical assistance, phasing and logistics, client and stakeholder engagement, utility coordination, schedule and budget monitoring, and end-user occupancy. The team also manages the post-occupancy warranty period for 12 months after substantial completion to ensure that any warranty issues that may arise are resolved by the responsible builder.

**Los Angeles Unified School District, Facilities Services Division, New School Construction Program, Los Angeles, CA:** Deputy Director, Design Management Department, responsible for management of all aspects of phase 2 of the program, valued at approximately \$3.4 billion (total program value: \$15 million), including the pre-construction phase, pre-qualification and selection of architects/engineers, management of design phase contracts and processes, and coordination of outside consultants performing quality control document reviews and constructability reviews. Reported to the department director for the development and maintenance of the departmental staffing plan and overall operating budget; managed "back office" functions, such as general fund management, office management and financial reporting; and directly oversaw a staff of 12 support personnel to accomplish those functions. Was also responsible for development or enhancement and implementation of policies and procedures that were utilized by the department, and supported the program by organizing, scheduling and conducting regular training sessions on those topics. Prepared reports and presentations to the Board of Education as well as the Board's Facilities Committee and Bond Oversight Committee.



#### What Mel brings to DeKalb:

- Intimate knowledge of DeKalb's SPLOST V Program
- School district leadership experience



**2. Job Assignment for Other Projects**  
Program Director

**3. Years with AECOM**  
15 years

**4. Years with Other Firms**  
28 years

**6. Education**  
BS, Civil Engineering,  
Carnegie-Mellon University

**7. Credentials**  
Certified Construction  
Manager  
LEED AP

**8. Firm**  
AECOM



## SPLOST Program Director

Additional responsibilities included:

- Managing a total department budget of \$455 million, representing district staff, consultant personnel, and architecture and engineering contract value. Supported the procurement of over 40 architectural firms to plan and design 68 new schools for phase 2 of the program
- Spearheading the growth of the department from two personnel to a total of 43 personnel in fewer than 24 months. Organized and managed the recruiting and hiring functions for both district staff and consultant personnel
- Developing and/or enhancing and implementing policies and procedures used by the department to advance the pre-construction phase for all new school construction projects
- Organizing, scheduling and conducting regular training sessions on all pre-construction phase policies and procedures, and also supported the deputy director of construction's training program
- Verifying that new school designs met California Department of Education (CDOE) quality standards and complied with district educational guidelines, and assembled and managed a team of experienced architects and engineers to accomplish that function in-house
- Overseeing all quality assurance/quality control for the department, including procuring eight top-ranked consulting engineering firms to provide peer (e.g. engineering/technical discipline) design reviews, value engineering studies and CHPS and LEED green building analyses
- Managing the activities of in-house staff as well as the outside consulting engineering firms, and assembling teams of internal staff and outside engineering consultants to provide constructability reviews of completed designs prior to submittal to the Division of the State Architect for permitting
- Developing and implementing the district's lessons learned program for both the design and construction processes. Personally coordinated the activities of a team of architects, engineers, and database experts to develop a web-based system that served as the repository for information collected and processed to ensure that intelligence from completed projects was used as the focus for the Continuous Process Improvement initiative for the entire New School Construction Program

**Office of Public Education Facilities Modernization (OPEFM, now DGS), District of Columbia Public Schools, Washington, DC:** As part of the Mayor's and Chancellor of DC Public Schools' Education Reform Initiatives, 23 DCPS schools were closed permanently at the end of the 2007-2008 school year. In response to that portion of the reform, OPEFM developed the Consolidation/Receiving Schools Program, which reconfigured schools that received students from the closing schools as required to support the revised academic programs. Also included in the scope of work at the receiving schools basic "quality of life" repairs and other renovations. As project director, managed the team that coordinated all aspects of the Consolidation/Receiving Schools Program, which was initially budgeted at \$92 million and was delivered on a compressed schedule starting May 8, 2008, and completing on August 31, 2008. The work included modernization and major space re-configuration at 12 schools, minor re-configuration at 18 schools, and completion of many deferred maintenance items at all 30 schools.

Other signature projects included the modernization of the Janney Elementary School (\$28 million) and the Stuart Hobson Middle School modernization and Addition (\$38.2 million) on Capitol Hill. Janney ES, a designated historic landmark, included renovation and modernization of an existing 92-year-old, 43,400 square foot facility and the construction of new additional facilities of approximately 44,000 square feet. The tight urban site eliminated most on-street parking options, and considerations of safety and security for school staff resulted in the decision to invest in a 65-space underground parking structure. The entire construction program, essentially two distinct projects on one constrained site, was completed in 14 months while the existing Janney ES remained fully operational.

For 2009 and 2010, the revised Master Facilities Plan was designed to respond to the Academic Guiding Principles as defined by the Office of the Chancellor of DCPS through strategic and phased improvements which, consistent with the Mayor's school reform effort, emphasized bringing all classrooms into compliance with modernization "Performance Criteria" within five years. Managed the teams that successfully delivered four phased elementary school projects as a pilot program in summer FY2009, nine phased modernization projects in summer FY2010, and five projects in summer FY2011.

# 1. Brian Albanese



## SPLOST Program Deputy Director



Brian has 19 years of experience with project and construction management that spans various facilities and ranges in complexity from simple administration structures to multi-phase high school facilities construction. His background also includes project controls, contract negotiations, site inspections, subcontractor coordination, resolving issues, cost controls, forecasting and managing the closeout process. In addition, he has utility plant and laboratory building construction management experience.

### 5. Experience

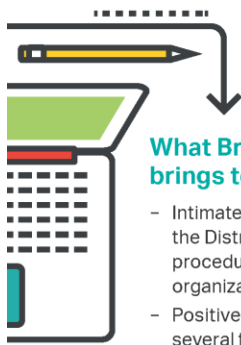
**DeKalb County School District, SPLOST IV and V Bond Programs, Atlanta, GA:** Project manager various phases of the SPLOST IV and SPLOST V projects, including middle school and high school renovations as well as additions and new design and construction of elementary schools. Specifically managed the design and remodeling construction of schools ranging in size from 77,000 square feet to 119,000 square feet, with building accommodations for up to 900 students at an average total construction budget of \$22 million.

**U.S. General Services Administration, ARRA Relighting and Retro-commissioning, Southeastern Sunbelt Region:** Project manager responsible for construction management services and technical design reviews for 16 design-build projects in 11 cities across seven states. Cumulatively, this involved updating over five million square feet of office, courtroom and public space with a combined construction cost of more than \$22 million. Deliverables included installing new high efficiency lighting and updated lighting controls, which in many cases, included daylight harvesting. In addition, oversaw retro-commissioning projects that included air handling controls and equipment to maximize efficiencies and occupant comfort.

**U.S. General Services Administration, Modernization and Additions to U.S. Courthouse, New Bern, NC:** Project manager for the \$25 million restoration and renovation of and three-story addition to this 38,268 square foot, three-story courthouse listed on the National Register of Historic Places. This \$25 million project was executed while maintaining ongoing courthouse operations. Responsibilities included independently estimating change order requests to verify contractor pricing, acting as an on-site representative for GSA project manager, generating a monthly report that summarized the status of the project and relevant issues, and managing photographic documentation of project progress.

**Paulding County Government, New County Courthouse and Government Administration Building, Dallas, GA:** Project manager all phases of a \$60 million design-build GMP project that included two buildings on a 40-acre site. Worked closely with county officials throughout project.

**Pickens County Adult Detention Center, Jasper, GA:** Field engineer responsible for coordinating all weekly subcontractor meetings, and developing the monthly report that included data collection, photos, RFI and submittal logs, and change order logs for the two-story, 96-bed facility that also housed the county's sheriff's office. Included in this facility is a new full-service kitchen, medical wing and sally port. Used Prolog and Constructware software on this project.



### What Brian brings to DeKalb:

- Intimate knowledge of the District's process, procedures, and organization
- Positive relationships with several firms that routinely work for DCSD



### 2. Job Assignment for Other Projects

Project Manager

### 3. Years with CERM

9 years

### 4. Years with Other Firms

10 years

### 6. Education

BS, Mechanical Engineering,  
Georgia Institute of Technology

### 7. Credentials

N/A

### 8. Firm

CERM

# 1. Eno Aboagye-Atta, CCM, PMP, LEED AP



## Quality Manager



Eno has over 18 years of experience in the design, construction and management of various multimillion-dollar education, corporate, hospitality and restorative renovation projects. She currently provides key project and construction management oversight for the DeKalb County School District SPLOST programs and oversees the client's K12 capital projects and improvements of multiple elementary, middle and high schools. Prior to her current role, she worked as senior project manager for the same program after working as a project manager/contract administrator for an international development company, managing the project initiation and design development phases, including leading consultants and collaborating from three different continents.

### 5. Experience

#### **DeKalb County School District, SPLOST V Program, DeKalb County, GA:**

Deputy program director for the \$561 million SPLOST V program responsible for providing program management/construction management oversight and acting as the single point of responsibility for the construction management arm of the team. Provides direct management of project scope, schedule and budget per the approved referendum and list of projects. In addition to oversight of the team of project managers, manages program controls and reporting functions.

#### **DeKalb County School District, SPLOST IV Program, DeKalb County, GA:**

Senior project manager responsible for overseeing the full project delivery process from project design, general contractor procurement and construction through client occupancy and closeout. Managed budgets, schedules and scopes of projects within the program. Coordinated architects, consultants and contractors for assigned projects. Managed change control process and the review/approval process for architect and contractor pay applications. Projects included the 118,000 square foot Austin Elementary School replacement; capital renewal, ADA and fire-life safety upgrades at 15 elementary schools; district-wide HVAC, roof, parking lot and playground replacement at multiple schools; and the 12,000 square foot expansion of the Coralwood School and Diagnostic Center.

#### **Hilton Atlanta Downtown, Public Area and Guestroom Renovations, Atlanta, GA:**

Project manager responsible for directing and coordinating consultants' work, RFIs and shop drawing reviews, preparing schematic and construction phase documents, measuring work progress on site to verify contractors' pay applications, and monitoring and updating project schedules, budgets and goals.

**Grand Hyatt Buckhead, Guestroom Renovations, Atlanta, GA:** Project manager responsible for directing and coordinating consultants' work, RFIs and shop drawing reviews, preparing schematic and construction phase documents, measuring work progress on site to verify contractors' pay applications, and monitoring and updating project schedules, budgets and goals.

**Renaissance Sea World, Public Area Renovation, Orlando, FL:** Project manager responsible for directing and coordinating consultants' work, RFIs and shop drawing reviews, preparing schematic and construction phase documents, measuring work progress on site to verify contractors' pay applications, and monitoring and updating project schedules, budgets and goals.



### 2. Job Assignment for Other Projects

Sr. Project Manager

### 3. Years with AECOM

2 years

### 4. Years with Other Firms

16 years

### 6. Education

MArch, University of Science & Technology, Ghana  
BSc, Design, University of Science & Technology, Ghana

### 7. Credentials

Certified Construction Manager  
Project Management Professional  
LEED AP

### 8. Firm

AECOM

# 1. Ted Rhinehart



## Quality Executive Committee



Ted is responsible for program management, project delivery and client services in the water, wastewater, storm water, transportation, facilities and related infrastructure practices. He serves as a senior liaison to CERM clients, and provides strategic assistance and value added services to ensure clients' success. He provides clients with solutions that ensure that program teams, systems, finances and partners are aligned for optimal capital project delivery and operational enhancements.

### 5. Experience

**DeKalb County, Capital Program Management, DeKalb County, GA:** Led the planning, programming, community engagement, board approvals, project execution and problem-solving for the county's \$1.345 billion water and sewer capital improvements program, consisting of more than \$400 million in sewer collection system rehabilitation and capacity improvement projects, more than \$230 million in advanced wastewater plant expansion and improvement projects, more than \$400 million in water treatment plant, water distribution system and main replacement projects, and related capital improvements.

**Metropolitan North Georgia Water Planning District, Regional Planning and Resource Conservation, DeKalb County, GA:** Served on the Metropolitan North Georgia Water Planning District board, and assisted with development of the first Atlanta regional plans for water, wastewater and watershed protection, and the ongoing interagency efforts to improve water resources planning, water conservation, pollution prevention, and public involvement.

**DeKalb County, Master Planning, DeKalb County, GA:** Led the development of a water and a wastewater master plan for long-term capacity and condition improvements for the county, including close coordination with the county's 12 cities, for economic development purposes.

**Citizen Engagement, DeKalb County, GA:** Organized and facilitated several citizen task forces, including the Watershed Capital Improvements Program Advisory Group, which included representatives from several stakeholder groups, including the business community, neighborhoods, civic associations and government organizations, to lead the public education and involvement efforts to support the county's \$1.345 billion water and sewer capital improvements program, as well as CMOM consent decree compliance.

**Economic Development and Redevelopment Partnerships, Augusta-Richmond County, GA:** Coordinated several economic development, redevelopment, and housing initiatives among agencies in the consolidated city-county government, with the Economic Development Authority, the Urban Redevelopment Authority, and the Downtown Development Authority, to leverage funds for several projects.

**Watershed Alliances, City of Fort Wayne, IN:** Organized and led efforts to create the Maumee River Basin Partnership of local governments, with Toledo, OH, Lima, OH, and other jurisdictions along the Maumee River, for water quality assessment, data sharing, public education, and intergovernmental collaboration, and assisted in ongoing city involvement with the St. Joseph River Watershed Initiative Partnership, in alliance with upstream agricultural representatives and the Natural Resources Conservation Service, to develop stream buffers and reduced levels of atrazine in the City's drinking water source.



### 2. Job Assignment for Other Projects

Executive Management

### 3. Years with AECOM

2 years

### 4. Years with Other Firms

32 years

### 6. Education

Bachelor of Public Administration, University of Mississippi  
Master of Public Affairs, Indiana University

### 7. Credentials

N/A

### 8. Firm

CERM

# 1. David Wood, RA



## Program Controls Manager



David has more than 26 years of experience in planning and implementing Project/ Program Management Information Systems (PMIS) for very large and complex construction programs.

### 5. Experience

#### **DeKalb County School District, SPLOST V Program, DeKalb County, GA:**

Designed and Implemented program management system. This included migrating data from existing client ERP system (TERMS) as well as Oracle Contract Manager system. Created custom reports and dashboards per client specifications. Stepped in to serve as program controls manager and continues to develop the system as the DeKalb program evolves.

#### **Los Angeles Community College District, Capital Works, Los Angeles, CA:**

PMIS implementation manager responsible for overseeing the development of a system to manage \$6.4 billion of capital works. One particular challenge was the project was 11 years old with significant amount of budget, contract and invoice data that required structure and normalization prior to being migrated from CostPoint Accounting system. Integration was built to streamline the routing of Contracts and Invoices in Proliance and when approved kick off an integration to CostPoint. In addition to the budget and cost data, this program used all the associated documents including RFI, submittals, meeting minutes and correspondence.

#### **Trinity Health Care Capital Construction Programs, Multiple Sites, Indiana and Michigan:**

PMIS project lead responsible for the design and implementation of a system for all of Trinity Healthcare's capital programs (totaling over \$1.5 billion). Included systems configuration and training and implementation for three regional hospitals as well as capital reconciliation with client accounting systems. All project information was rolled up to Portfolio Level.

**Program Management System Seabird, India:** PMIS implementation manager responsible for overseeing the development of a Program Management system to manage the capital works for the Indian Navy. Modules implemented included, Budget and Cost, Schedule, Risk, and all associated documents to support the works.

**Port of Doha, Design and Execution PMIS System, Doha, Qatar:** As PMIS project lead for the largest "Greenfield" port project in the world, responsible for the design and execution of the PMIS system for the new \$4.5 billion port. Currently expanding the PMIS system to accommodate the expansion of the project beyond the original scope. Extended system to include advanced payment and provisional sums, which are unique contract requirements in the Middle East. This system makes it possible to move the project forward without delays as only PM approval is required.

**Jeddah Storm Water System, Kingdom of Saudi Arabia:** In response to the tragic floods of 2009 in the Jeddah region, AECOM mobilized quickly to get certain key elements completed by the following year to prevent flooding from reoccurring. Served as PMIS project lead responsible for fast start up of a system to track hours and costs for 13 individual renovation and new construction storm water channel, drainage and dam projects. Total value of program portfolio in excess of \$8 billion.



### 2. Job Assignment for Other Projects

PMIS Implementation Manager

### 3. Years with AECOM

26 years

### 4. Years with Other Firms

8 years

### 6. Education

MS, Architecture and Building Design, Columbia University  
Bachelor of Architecture, University of Southern California  
BS, University of Southern California

### 7. Credentials

Registered Architect: CA

### 8. Firm

AECOM

# 1. Natalie DuQuesnay, LEED AP, CGC



## Program Scheduler



Natalie brings over 23 years of experience in the design and construction industry. She has experience in management of project controls for large capital programs. Her work, specifically related to management of project controls, with municipal and county agencies has led to the successful implementation of capital improvement programs and projects.

### 5. Experience

**School District of Palm Beach County Capital Improvement Program, Palm Beach County, FL:** Program controls manager responsible for developing and monitoring program budget and schedule. Additional responsibilities included development of preliminary cost data and cash flow models to track anticipated project expenditures against project budget; development and implementation of a document control system to track all program related data; development of a web-based reporting system and associated processes to track and control project information; production of monthly and quarterly program reports that provided overall schedule and budget status of each project included in the program. Also responsible for the development of Standard Operating Procedures as well as a Program Procedure Manual, which provided a framework on how the program would be executed. The manual identified departmental roles and responsibilities as well as guidelines for various phases of the project including project initiation, design, construction and closeout while incorporating policies and procedures of the School Board and Department of Education. Responsible for the management of implementation of program controls software – Cloud Coach.

**School Board of Broward County Capital Improvement Program, Broward County, FL:** Program controls manager responsible for the development and update of a master program budget and master program schedule; development of preliminary cost data and cash flow models to track anticipated project expenditures against project budget; development and implementation of a document control system to track all program related data; and development of a web-based reporting system and associated processes to track and control project information. Produced monthly and quarterly program reports that provide overall schedule and budget status of each project included in the program. Also responsible for the development of Standard Operating Procedures as well as a Program Procedure Manual, which provided a framework on how the program would be executed. This manual identified departmental roles and responsibilities as well as guidelines for various phases of the project including project initiation, design, construction and close-out while incorporating policies and procedures of the School Board and Department of Education.



### 2. Job Assignment for Other Projects

Program Controls Manager

### 3. Years with AECOM

23 years

### 4. Years with Other Firms

2 years

### 6. Education

MS, Construction Management, Florida International University  
BS, Chemical Engineering, NYU Tandon School of Engineering

### 7. Credentials

LEED AP  
Certified General Contractor: FL

### 8. Firm

AECOM

# 1. Ryan Fernandez



## Major Projects, Sr. Project Manager



### 2. Job Assignment for Other Projects

Senior Project Manager

### 3. Years with AECOM

6 years

### 4. Years with Other Firms

20 years

### 6. Education

BS, Civil Engineering  
Technology, Georgia Southern  
University

### 7. Credentials

N/A

### 8. Firm

AECOM

Ryan brings more than 25 years of accomplished, highly responsible experience encompassing many disciplines. He possesses very strong project management and leadership capabilities to include a high degree of quality and control over all facets of construction projects.

## 5. Experience

### DeKalb County School District, SPLOST V Program, DeKalb County, GA:

Senior project manager responsible for the design and construction for DeKalb County SPLOST IV program. Responsibilities include design management, overall schedule and budget control, general contractor oversight, project cost controls and final closeout.

### DeKalb County School District, SPLOST IV, DeKalb County, GA:

Senior project manager responsible for the design and construction for K-12 school projects under the \$492 million SPLOST IV Program, which included the \$37 million McNair Middle School replacement (the first 21st century school in DeKalb County), the \$21 million Redan High School additions, the \$3.3 million Southwest DeKalb High School renovation, and the \$9 million Sub-Region 4B capital improvements for Bob Mathis, Browns Mill, Panola Way, and Rainbow elementary schools. Responsibilities included design management, overall schedule and budget control, general contractor oversight, project cost controls, and final closeout.

### Georgia Department of Transportation, Multiple Projects, Various

**Locations, Statewide:** Senior project manager responsible for transportation infrastructure project from scope development to project closeout.

Independently managed the scope, budget and schedule of projects to deliver on time, within budget completion. Led and coordinated the development of scope, including input from stakeholders on complex projects. Created work plan, including resources, budget, schedule, and risk analysis.

### University of Georgia Stegeman Coliseum, Athens, GA:

Senior project manager for the design, fabrication and installation of structural steel for the 30,000 square foot expanded lobby space, modernization and addition of restrooms, upgraded concession area, merchandising area, new ticket sales, and graphic signage.

### United States Federal Courts, Tuttle Annex, Atlanta, GA:

Project administrator for the design-build renovation of three existing five-story buildings and the construction of a two-story concrete building that attaches to the existing structures. Managed the structural design, structural steel, miscellaneous steel, elevators, concrete, building shoring, wood framing, and interior finishes. The construction cost was \$33 million.

# 1. Atiba Nunnally, PMP, LEED GA



## Mech./Sec./FLS, Sr. Project Manager



### 2. Job Assignment for Other Projects

Project Manager

### 3. Years with CERM

2 years

### 4. Years with Other Firms

19 years

### 6. Education

Bachelor of Architecture,  
Tuskegee University

### 7. Credentials

Project Management  
Professional  
LEED GA

### 8. Firm

CERM

Atiba has been responsible for inspecting and reporting on virtually every phase of the assessment/evaluation, design, and construction execution process. His vast experience has allowed him to work with civil (site work & utilities), structural, building, electrical, mechanical (water-main & HVAC), and safety professions. He verifies that all contract documents represented by working drawings and specifications are properly executed by the contractors and is also accountable for establishing and maintaining a professional working relationship with architects, engineers, testing labs, general contractors, subcontractors, owners, and the general public, where applicable. Atiba has expertise in the areas of project management, client service management, and on-site inspection. His extensive experience working with clients in the public and private sectors, in various industry sectors, enables him to smoothly deliver projects.

## 5. Experience

### DeKalb County School District, SPLOST V Bond Program, DeKalb County, GA:

Project manager for the design and construction for K-12 school projects under the \$561 million ESPLOST V program. Serving as the owner's agent to the architect and contractor, verifies that assigned projects are designed and constructed in a timely manner, to the owner's and jurisdiction's specifications. Provides weekly updates to the owner about project progress. Facilitates bi-monthly meetings with project design teams and distributes the meeting minutes to owner's representatives. Prepares, coordinates and continually monitors the project schedule throughout the duration of the project. Also manages document control and storage of all project documents for the owner's access.

### Atlanta Public Schools, Various Projects, Atlanta, GA:

Construction project manager responsible for managing diverse school projects either directly or via direct reports and/or consultants to monitor that all projects are within APS standards. Concurrently managed 10 to 15 diverse new construction and renovation projects, including data centers, transportation centers, sports therapy rooms and HVAC commissioning operations. Supervised large teams of people during school closing and relocation projects. Verified compliance of external vendors in regards to billing, payments, documents submittal and construction-related documentation. Served as the owner's agent relaying project information to the executive director of facilities and director of new construction through frequent emails, weekly project updates and monthly project development meetings. Effectively communicated with teams of architects, engineers, contractors, maintenance staff and other building professionals to maintain proper interpretation and implementation of APS specifications and standards. Developed partnerships with vendors such as Georgia Power, City of Atlanta Office of Buildings, Hands on Atlanta, Trees Atlanta, and Georgia Department of Transportation. Created the operational procedures and related processes to manage the portable classrooms buildings district wide. Generated over \$250,000 in revenue for APS General Fund, through the surplus furniture liquidation process, using public online auctions.

# 1. Jorge Molina



## Project Manager



### 2. Job Assignment for Other Projects

Project Manager

### 3. Years with AECOM

8 years

### 4. Years with Other Firms

16 years

### 6. Education

MS, Construction Engineering and Management, Illinois Institute of Technology  
Bachelor of Architecture, Illinois Institute of Technology

### 7. Credentials

U.S. Army Corps of Engineering Construction Quality Management for Contractors Certification

### 8. Firm

AECOM

Jorge is a seasoned construction leader with more than 20 years of experience. As a degreed architect with a minor in architectural and civil engineering as well as a master's degree in construction engineering, he has worked with owners, designers and contractors from pre-construction activities such as preparing requirements documents, to soliciting and evaluating proposals and representing the owner as a construction manager on post-award services such as answering RFIs and monitoring schedules to achieve project successes.

## 5. Experience

**District of Columbia Public Schools, Modernization and Stabilization Project, Washington DC:** Project manager overseeing the construction, renovation and stabilization of the school facilities. This included processing invoices and change requests; producing requisitions and RFQs/RFPs; recommending award, directed design and construction; managing capital construction work from design solicitation through completion; and interfacing with administration.

**Cannon House Office Building Renewal Project, Washington, DC:** Project manager for the closeout of phase 1, which included the renovation of Cannon House's basement, including all mechanical services. The scope of work encompassed replacing all major building systems, abatement of hazardous materials, historic window renovation, complete repair and repointing of exterior skin and interior tenant improvements.

**Malcolm Grow Medical Clinic and Surgery Center and Dental Clinic, Joint Andrews Base, MD:** Project manager for the multi-story, 300,000 square foot ambulatory care center. The project consolidated all medical support departments from various buildings around the existing site into one new facility constructed on the site adjacent to the existing medical clinic. Also included was a 27,000 square foot dental clinic, parking structure and central energy plan. Responsibilities included establishing a quality assurance and quality control plan, establishing punch list verification procedures and collaborating with the client.

**General Services Administration, Foreign Affairs Security Training Center Blackstone, VA:** As project manager, conducted a multi-discipline review of the 100% construction documents submission covering civil engineering, landscape architecture, architecture, structural, mechanical, life safety, fire protection and electrical engineering for the overall site and individual venues. Prior to Phase 1 construction, acted as construction manager for the setup of the temporary classrooms and office building. Worked directly with the US Department of State and US General Services Administration.

**Stony Brook University Hospital, Medical & Research Translation & New Bed Tower, Stony Brook, NY:** Project manager responsible for working with contractors, construction manager, commissioning consultant, other consultants involved in the project, the campus, and the fund. The project entailed design and construction administration services for a new 465,000 square foot medical and research translation (MART) and clinical support bed tower, developed in association with a design architecture firm. The MART wing houses the university's new headquarters for cancer research, advanced medical imaging, and cancer care Teaching and other spaces include a 300-seat auditorium, breakout rooms for smaller conferences, and 12 classrooms for students.

# 1. Michael Hall



## Project Manager



### 2. Job Assignment for Other Projects

Project Manager

### 3. Years with CERM

1 year

### 4. Years with Other Firms

19 years

### 6. Education

MBA, International Business Management, Shorter University, Rome, GA  
BS, Industrial Engineering, Southern Polytechnic University

### 7. Credentials

Sigma-Six Estimating/  
Budgeting Control

### 8. Firm

CERM

Michael is a results-oriented, hands-on construction and development professional with 20 years of expertise in all facets of the industry. He has a verifiable track record for successful completion of multimillion-dollar projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors, and clients while maintaining cost. He is also versed in contract negotiations, project estimating, impending design problems, document preparation, building code and regulations, material purchasing, and site management through certification of occupancy.

## 5. Experience

### DeKalb County Department of Watershed Management, DeKalb County, GA:

Lead construction inspector responsible for managing the inspection team for the sewer cleaning program. With more than 2,600 miles of sewer lines, DeKalb prioritized cleaning 800 miles of sewer lines documented as need of immediate maintenance due to age and repeat overflows. Participates in assessments and eventual closeout of various project areas.

### City of Atlanta Department of Watershed Management, Atlanta, GA:

Project manager responsible for planning, organizing and managing the overall daily operations for a \$54 million full implementation of Smart Water Meters installation throughout Metro Atlanta. Responsibilities included analysis of projects, subcontractor selection, preparation of RFP, project budget, material purchasing, scheduling, in-house inspection training, and safety training. Supervised over 50 employees and was responsible for 70 contractors. Created advanced technology for engineering team that enabled data to transfer remotely from testing facilities, saving 50 percent of time to retrieve test results. Specific accomplishments include full implantation of automatic meter readers for 158,000 residences and 10,000 commercial facilities.

### Quadrant Construction Group, LLC, Fayetteville, GA:

Project manager responsible for organizing and managing the overall residential and commercial development for one of the largest construction companies in Fayetteville. Responsibilities included design and blueprint review and analysis of projects, preparation of construction documents, bidding negotiations, subcontractor selection, material purchasing, scheduling, project budget, building code compliance, project development, quality control, and certification of occupancy. Supervised crews of up to 60 trades workers.

### City of Atlanta Department of Watershed Management, Atlanta, GA:

Environmental compliance officer responsible for making sure environmental laws for water were implemented and carried throughout the city of Atlanta's multiple construction and new build projects. Supervised and trained 11 employees; inspected and monitored commercial construction; provided civil and site plans specification verification; and maintained accurate records of material usage.

# 1. Carl Henry

## Project Manager



### 2. Job Assignment for Other Projects

Project Manager

### 3. Years with AECOM

24 years

### 4. Years with Other Firms

10 years

### 6. Education

BS, Construction Management,  
University of Arkansas

### 7. Credentials

30-Hour OSHA Construction  
Safety & Health

40-Hour OSHA Hazardous  
Waste Operations Training  
Asbestos Abatement  
Contractor Supervisor. The  
Environmental Institutes

### 8. Firm

AECOM

Carl's skills include knowledge of design and building codes, schedule and budget management, coordination of project consultants, and team leadership. The attention to detail and project management skills have resulted in the successful delivery of projects to clients in Georgia, Florida, California, Texas, and other locations in the U.S.

## 5. Experience

### DeKalb County School District, SPLOST V Bond Program, DeKalb County, GA:

Project manager for the design and construction for K-12 school projects under the \$561 million SPLOST V program. Responsibilities include managing budgets, schedules and scopes for assigned projects. This encompasses verifying that the project design, interior components, assembly details and final constructed product are consistent with project design intent and scope; organizing and conducting project review meetings, site work inspections and pre-proposal conferences; managing the review and processing of architects' and contractors' pay applications and invoices; managing the change control process relating to amendments to architects' contracts and change orders to the general contractors' contracts; and coordinating among the client and consultants.

### Federal Emergency Management Agency, Hurricane Katrina (DR 1603), New Orleans, LA:

Project officer supporting the Louisiana Hurricane Katrina recovery efforts for nine years, responsible for assisting with the development of projects and cost estimates for the Southern Parishes Education Team. As the primary point of contact for the applicant, daily work activities included inspecting damaged facilities, developing scope of work and cost estimates for eligible work, writing quality project worksheets that can be obligated without changes, and meeting with the applicant to resolve issues and decisions on the project worksheet. Prepared approximately 271 project worksheets totaling over \$500 million. Specific projects included:

- St. Bernard Parish School Board. Prepared CEFs and project worksheets with PA funding of \$518,910,409 for 18 school facilities, grades pre-K through high school, including three high schools, three middle schools, 10 elementary schools, one pre-school and one drivers education facility.
- St. Bernard Parish Government. Prepared CEFs and project worksheets for the historic courthouse, known as "St. Bernard's Old Courthouse." Prior to Hurricane Katrina, St. Bernard Parish leased the courthouse facility to the local public-school board for use as Beauregard Middle School. For this reason, the facility is also commonly referred to as the "Old Beauregard Middle School."

# 1. Lamonte Artis



## Project Manager



### 2. Job Assignment for Other Projects

Project Manager

### 3. Years with CERM

8 years

### 4. Years with Other Firms

10 years

### 6. Education

BS, Mechanical Engineering,  
Tuskegee University

### 7. Credentials

N/A

### 8. Firm

CERM

Lamonte has experience in a variety of project/program environments from capital improvement programs to PMT engagements in both the public and private sectors. This has led him to have a broad spectrum of key focus skillsets in construction/program management, contract management, procurement, strategic planning, contract negotiations, quality control, project controls and project evaluation. As a project manager, Lamonte has led complex projects and provided expertise to project stakeholders as a valuable team leader and contributor to promote overall success.

## 5. Experience

### DeKalb County School District, Design, Construction and Facility

**Management, DeKalb County, GA:** Directed project team professionals, such as design engineers, civil engineers, surveyors, and architects, on site issues to create project technical documents and drawings to obtain land disturbance permits and other required agency approvals. As an integral project manager of the capital improvement team, assisted in handling over \$500 million in total construction costs for projects including ground-up developments and Building additions/modifications. Also had direct management over utility upgrades and HVAC improvements. Inspected sites to verify that general contractors adhered to project directives to meet overall goals and initiatives. His evaluation and critical review of technical change orders ensured contractors adhered to the project documentation. Served as a key contributor in the management of vendor resources and internal relationships for all project phases: budget development, pre-design, design, procurement, construction, commissioning, closeout, operations and maintenance. Also conducted field work to produce reports that were critical during the facility assessments, which in turn provided technical direction for the District's 20-year plan.

**Renew Atlanta Bond Program, Atlanta, GA:** Project manager responsible for customer-facing construction projects and assessments for the Department of Transportation, Sanitation, and Park and Recreation. Worked closely with the Atlanta Fire Department to create a more realistic understanding of project expectations and deliverables. In the team approach of success, worked closely with various bond program departments and internal city departments throughout the procurement, bidding, and contractor evaluation process. These departments were but were not limited to Renew Atlanta Finance, Estimating and Scheduling, and the City of Atlanta Procurement. The projects are aimed to address ADA, building envelope and other interior improvements, as well as the assessment, due diligence, and procurement for emergency generators. Was responsible for facilitating job meetings with appropriate parties as scheduled, processed change orders. Worked with the owner, architect, contractor, construction manager, and inspectors to maintain job specific safety requirements were established and complied with by all project participants. Also participated in presentations to Project Control Board as well as public engagement for upcoming projects.

# 1. Bianca George, LEED AP



## Project Engineer



### 2. Job Assignment for Other Projects

Project Engineer

### 3. Years with CERM

5 years

### 4. Years with Other Firms

10 years

### 6. Education

MA, Arts Administration,  
Savannah College of Art &  
Design

Bachelor of Architecture,  
Hampton University

### 7. Credentials

LEED AP

### 8. Firm

CERM

Bianca has experience working on various types of facilities projects in both the public and private sector. She manages scope, coordinates resources and deliverable schedules, and monitors quality of work within project team. She has demonstrated a history of exceptional design development, team coordination, and project management. Bianca is detail oriented and adept to working in deadline driven environments, while creating innovative solutions for various clients and projects. She also has a strong commitment to educational awareness and appreciation of the design and building community.

## 5. Experience

**DeKalb County School District, SPLOST VI and V Bond Programs, DeKalb County, GA:** Account project manager for three projects (Referendum Focus Areas) : Safety and Security Improvements, New Facilities and Additions, and Facility Condition Improvements. Responsibilities include managing the project's monthly invoices in addition to managing client expectations within the program.

**Renew Atlanta Bond Program, Atlanta, GA:** Facility project manager responsible for managing design and construction projects for Renew Atlanta, a \$250 million infrastructure bond initiative focusing on renovations and upgrades to the City's aging infrastructure such as fire and rescue stations, recreation centers, parks, municipal buildings, and maintenance facilities. Worked closely with city stakeholders (Department of Enterprise Assets Management, Department of Parks & Recreation, and Atlanta Fire Rescue Department) to verify the renovations met the intended goals of the project through construction. Projects included:

- Design Task Orders. Responsible for creating and managing request for task order proposals and scope of work for various design projects using City of Atlanta on-call A/E firms. Monitored progress of projects during all phases of design into construction.
- Construction Task Orders. Responsible for creating and managing request for task order proposals and scope of work for various construction projects using city of Atlanta managing general contractors (MGCs), city-wide vendors, and e2iQC contractors. Also managed execution of assigned projects by conducting progress meetings, reviewing submittals, and pay applications.

**City Hall Complex Roofing and Waterproofing, Atlanta, GA:** Project engineer for this effort to address life safety and maintenance issues from prolonged water intrusion in the historic city building built in 1930 and the adjacent City Hall Annex building built in 1989. Throughout the construction process, worked closely with the city's assigned inspector as well as the roofing contractor and waterproofing contractor to manage compliance and quality within the scope of work. In addition, conducted weekly site observations during construction and helped manage the completion of both projects.

# 1. David Killingsworth, CSP



## Safety Manager



### 2. Job Assignment for Other Projects

Safety Manager

### 3. Years with CERM

3 years

### 4. Years with Other Firms

34 years

### 6. Education

Bachelor of Environmental Science, University of South Alabama

### 7. Credentials

Certified Safety Professional

### 8. Firm

CERM

David is responsible for managing safety and operational risk in field and office environments as well as developing prevention strategies to minimize their impact on work environments. He is skilled at the development of site safety program management strategies, compliance and incident response plan and reports on construction projects. He also regularly provides on-site operational HSE guidance, directions, audits, and assurance.

## 5. Experience

**Demolition of Sheraton Hotel Complex, Atlanta, GA:** Safety manager responsible for leading the safety and occupational risk management team demolishing a 12-story Sheraton hotel, three-story parking garage and Georgia International Convention Center. Safety and operational risk management were provided using safe work practices and techniques including site health and safety planning, job hazard analysis, emergency response, incident management, OSHA recordkeeping, site safety inspections, toolbox talks, weekly safety meetings and safety training.

**Texaco & BP Retail and Distribution Facilities Management, Various Locations, Nationwide:** Safety manager responsible for health, safety and environment management for retail gas stations, distribution terminals (tank farms), warehouses, oil processing plants, construction sites and manufacturing plants. Performed Phase I and II, due diligence assessments for mergers and acquisitions of retail gasoline and distribution facilities in Alabama, Florida, and Georgia. Led emergency response and crisis management planning, training and exercises for distribution terminals, barges, ships, and corporate office complexes.

**Storage Tank Remediation, Various Locations, GA, FL, AL and MS:** Health, safety and environmental coordinator responsible for directing remediation projects in 100+ leaking storage tank remediation sites at retail gas stations, bulk plants, pipelines, distribution terminals and marine docks. Developed and implemented SPCC, OPA-90, NPDES, CAA, and Waste Management Programs including waste disposal site audits, re-use and recycling programs. Served as the primary Qualified Individual for BP ships operating in U.S. waters. Maintained Oil Pollution Act of 1990 (OPA 90) conformance for marine terminals and BP ships, including Oil Spill Response Plans (OSRPs) and Ship Oil Pollution Emergency Plans (SOPEP) for 70+ ships operating globally.

# 1. Jacqueline Knight



## Procurement Specialist



### 2. Job Assignment for Other Projects

Contract Specialist/Project Accountant

### 3. Years with CERM

1 year

### 4. Years with Other Firms

20 years

### 6. Education

BA, Management-Marketing,  
Clark Atlanta University

### 7. Credentials

Notary Public  
10-Hour OSHA Construction  
Safety & Health

### 8. Firm

CERM

Jacqueline is an independent self-starter with excellent team leadership and client service skills. She brings experience in contract management, procurement and project accounting roles, most recently for the DeKalb County GSSR-CM contract, for which she serves as contract specialist. She works closely with program executives, clients, stakeholders, auditors, project managers, contract, and procurement managers to verify the contract guidelines and required EBO/DBE goals are met.

## 5. Experience

**DeKalb County GSSR-CM, DeKalb County, GA:** Contract specialist responsible for managing SharePoint and Contract Works to monitor the project contract documents. Attends weekly project meetings and manages meeting minutes. Assists in the RFP process in pursuit of new project contracts.

**Hartsfield- Jackson Atlanta International Airport – Program Management Support Services (PMSS), Atlanta, GA:** Contract specialist responsible for managing and monitoring contracts for the planning and development department through a standard operating procedure, by understanding the client's policies. Facilitated new contracts from project manager's scope of work; prepared request for proposal, addenda, white papers, resolutions, and bid packages for client's advisement; met mandatory deadlines; tracked City Council Meetings; monitored resolutions and contract approvals; managed contracts negotiation; scheduled and attended pre-bid meetings and client's interviews with the potential vendors and consultants; and prepared Notice of Awards and Notice to Proceed letters. Worked on multiple contracts and airport projects closely with the client's executives, TSA stakeholders, project managers, directors, contractors, architects, and engineers.

**DeKalb County School District, SPLOST I and II Program, DeKalb County, GA:** Project accountant responsible for assisting in the management of the contract for over 146 schools under the K-12 SPLOST program. Monitored and tracked individual budgets for multiple projects, using contracts schedule of value. Assisted the assistant controller of finance design and create a new invoicing database system to accommodate the monthly billing of multiple school projects. Prepared and managed monthly project reports, invoicing, and client billings statements; audited, analyzed, and distributed monthly budget reports to joint venture principles, program directors, and project managers; and successfully interfaced with the project team, architects, subconsultants, general contractors.

**Hartsfield- Jackson Atlanta International Airport, Support Service Team, Atlanta, GA:** Project accountant and administrator responsible for managing client's invoicing, billings statements, prepared monthly project status reports, job cost detail, and mile storms reports. Tracked the project fee schedules against the contract, preparing certified payrolls, task orders, purchase orders requisitions, and changes orders. Also prepared and managed the client's Equal Business Opportunity (EBO) reports.

# 1. Ravjee Rathod



## Project Accounting Specialist



### 2. Job Assignment for Other Projects

Project Controls Support

### 3. Years with AECOM

2.5 years

### 4. Years with Other Firms

N/A

### 6. Education

MS, Construction Engineering,  
North Carolina State University

BTech, Civil Engineering, Nirma  
University, India

### 7. Credentials

10-Hour OSHA Construction  
Safety & Health

### 8. Firm

AECOM

Ravjee is responsible for supporting senior project managers and task leads in analyzing schedule and cost deliverables throughout the full project life cycle. In addition to her project controls and related accounting expertise, she brings a practical background in construction from several projects on which she provided on-site field management and inspection support.

## 5. Experience

**Arlington Public Schools, Arlington, VA:** Developed a Power BI database/data visualization report using all construction cost data provided.

**NC State University, Facilities Department, Raleigh, NC:** Assisted the FCAP warranty team in preparing estimates and schedules and conducted site inspections. Created reports on the condition and progress of work and prepared summary reports for completed projects. Updated weekly progress schedule and tracked capital improvements using Primavera P6.

**British Embassy Major Refurbishment, Washington, DC:** Project controls analysis responsible for performing quantity take-offs using on-screen Bluebeam Xtreme to develop cost estimates. Managed and maintained contract change directive logs and worked assessed impact cost impact of RFI responses by quantifying change in preparation to the development of ROM estimate deliverables. Quantity take-off efforts included review of architectural and MEP disciplines. Responsibilities included research to obtain market pricing intelligence to improve accuracy in cost estimating development.

**NZ Embassy, Washington, DC:** Project controls analyst responsible for performing quantity take-offs using on-screen Bluebeam Xtreme to develop cost estimates. Quantity take-off efforts included review of architectural elements such as doors, windows, flooring and interior wall systems.

**Wade Journey Homes, Raleigh, NC:** Provided on-site support and field inspections for compliance with plans, specifications and quality. Collected, reviewed and processed submittal and RFI project documentation and distributed it to appropriate stakeholders. Developed and maintained critical path method schedule, including ongoing revisions.

**National Parks Service Headquarters Renovation, Washington, DC:** Project controls analyst responsible for preparing daily progress reports for the client. Tracked progress with Procure and developed and updated three-week look-ahead schedules. Tracked and updated RFI and submittal log daily. Prepared meeting minutes for progress meetings.

**Surya Emerald, Residential Towers, Ahmedabad, India:** Supervised contractor's work, monitoring quality control using a quality checklist on a daily basis and preparing a weekly report for the client.

# 1. Daniel Castellon, PMP, LEED AP BD+C



## Construction Cost Estimating



### 2. Job Assignment for Other Projects

Cost Estimating Team Lead

### 3. Years with AECOM

5 years

### 4. Years with Other Firms

9 years

### 6. Education

BS, Civil Engineering  
- Structural and Land  
Development, Pennsylvania  
State University

### 7. Credentials

Project Management  
Professional  
LEED AP BD+C

### 8. Firm

AECOM

Dan manages our PPM Project Controls Services Group in the Southeast Region, providing various project controls related services to multi-million-dollar projects and programs around the region. With close to fifteen years of engineering and team leadership experience within the design and construction management industry, He is accomplished in the practice areas of project controls of PPM contracts, project management, cost engineering and management, change management, constructability, design development, value engineering, CPM scheduling, claims and time impact analysis, cost evaluation, asset cost reallocation, building information modeling (BIM) and on-site project engineering. Additional accomplishments include conceptual plan development, as-built plan preparation, and costs estimates for various building, bridge, highway projects, and large-scale programs.

## 5. Experience

**Loudoun County Public Schools, High Schools and 8, Freedom Middle School and Middle School 6, Herndon, VA:** Provided baseline schedule review and technical recommendation on milestones, critical path, logic, activity duration, CPM coding, performance measurement/evaluation, schedule narrative, and commissioning requirements. Provided construction claim review and technical recommendation. Claim types included schedule, fabrication, procurement, on-site production, document review/approval workflow, and document control.

**Maryland Transit Authority, Purple Line, MD:** Cost manager for the PMS Project Controls group in the MTA's Purple Line Project. The project involves the construction of light rail lines through Washington D.C. suburbs to create an outer ring connection for the area. Responsible for the overall work product, and leadership of a group of multiple Controls Engineers developing Independent Cost Estimates and Change Proposal Reviews.

**University of Maryland, Facilities Management – Design and Construction:** Senior Cost engineering services included the development of Independent estimates, proposal validation, and negotiation support. Disciplines evaluated include Architectural, Structural, Civil, and MEP.

**John Hopkins University, Applied Physics Laboratory Improvement, Laurel, MD:** Program Cost engineering services included the development of Independent estimates, proposal validation, and negotiation support. Oversight of CPM schedule baseline and monthly update evaluation. Disciplines evaluated include Architectural, Structural, Civil, and MEP.

**British Embassy Major Refurbishment, Washington, DC:** In charge of project direction and cost and change management for the CMA team during design, procurement, and construction phases. Change Management responsibilities include scope development, project stakeholder coordination, contract modification evaluation, risks evaluation, schedule, and cost impact analysis. Performed project construction cost comparison and projection analyses. Reviewed and analyzed subcontractor proposal submissions. Disciplines evaluated include Architectural, Structural, Civil, and MEP. Provided cost engineering evaluations on payment applications submitted by the Contractor. Performed Claims and REA analysis, and led negotiations to settlement of the GC's claimed costs.

# 1. Brenda Tedrick



## Construction Cost Estimating



### 2. Job Assignment for Other Projects

Cost Estimator

### 3. Years with AECOM

4 years

### 4. Years with Other Firms

7 years

### 6. Education

BS, Civil Engineering - Construction Management, The Catholic University of America

### 7. Credentials

Certified Estimating Professional – In Progress

### 8. Firm

AECOM

With seven years of engineering and project controls experience within the design and construction management industry, Brenda is accomplished in the practice areas of project controls of project management, cost engineering and management, change management, design development, value engineering, scheduling, cost evaluation, building information modeling (BIM) and project engineering. Additional areas of accomplishments include conceptual estimate development and costs estimates for various building and large-scale programs. Brenda is a focused team member driven to leverage engineering expertise to achieve exceptional results.

## 5. Experience

### Alton Lennon Federal Building Disaster Relief Project, General Services

**Administration, Wilmington NC:** Provide cost estimating support through design process for disaster relief. As each design phase is completed and drawings are released, the estimate is updated after thorough review of the updated drawings and program requirements. Estimates are provided for each design option as the project was split for funding purposes. Perform Quality Assurance and Quality Control for each estimate.

### Miami-Dade County New Courthouse Project, Miami-Dade County, Miami FL:

Provide change order validation as change order requests are submitted by the architect. Perform quantity takeoff and review drawings to create an Independent Cost Estimate for the changes.

**Applied Physics Laboratory, Johns Hopkins University, Laurel MD:** Cost engineering services include development of independent estimates, proposal validation, and negotiation support. Complete validation for change order requests as they are submitted by the project contractor. Disciplines evaluated include Architectural, Structural, Civil, and MEP.

**Worldwide Building Design Templates, Amazon, Seattle WA:** Support Amazon Worldwide Building Design Group as a Project Manager to control cost and schedule of design contracts for multiple building and warehouse templates. Issue Requests for Proposal and coordinate Purchase Order release for new design work. Review Architect template proposals for accuracy in both scope and understanding of effort. Review project plans, requirements, and specifications for all projects. Confirm contracts are on time.

# 1. Patti Boston



## Administrative Assistant



### 2. Job Assignment for Other Projects

Project Administrator

### 3. Years with AECOM

10 years

### 4. Years with Other Firms

18 years

### 6. Education

Coursework at DeVry University, Alpharetta, GA  
Coursework at Valencia College, Orlando, FL

### 7. Credentials

N/A

### 8. Firm

AECOM

Patti is a senior executive administrative professional who has an diverse background of administrative, accounting and office management skills, that has proven to be a great asset within K-12, government and corporate industries. She brings an ability to support high-level executives (VP, CFO, COO), as well as senior management teams large and small. Patti has excellent interpersonal skills and a keen ability to multi-task in a fast-paced environment.

## 5. Experience

**DeKalb County School District, SPLOST IV and V Bond Programs, DeKalb County, GA:** Project administrator responsible for providing complete support to the program management (PM) team, including daily communication with internal and external colleagues and other district-wide agencies involved in K-12 projects. Maintains, updates and tracks multiple financial documents (pay applications, invoices, change orders, amendments, purchase orders, etc.) for multiple A/Es and GCs, verifying appropriate signatures and financial totals prior to approval by DCSD accounts payable department. Creates and monitors vendors' master files per specific projects. Prepares transmittals and distribution of monthly summary reports to AECOM/DCSD CIP team, school board members and ESPLOST oversight committee members. Coordinates, transcribes and proofreads weekly team meeting agendas/minutes for accuracy. Monitors and controls various filing systems for confidential and legal documents. Processes AECOM monthly expense reports for payments. Assists with uploading documents, such as contracts, financials, closeouts and meeting minutes, to the Proliance Management System database. Also assists with creating and processing of various legal documents and project contracts as necessary. Additional responsibilities include coordinating office space and equipment needs; creating and maintaining various document templates, such as tracking logs; facilitating efficient functioning of office software/hardware/equipment; assisting with HR processes and procedures, such as hiring new employees; ordering office supplies and equipment; planning team meetings; and other administrative duties as assigned.

**Florida Board of Education, School Board Construction Oversight, Executive Oversight Committee, Orlando, FL:** Executive administrative specialist responsible for providing support to the executive committee comprised of the president, vice president, chief financial officer, chief operations officer, school superintendent and executive staff. Prepared meeting agendas for bi-weekly meetings; transcribed, proofread, coordinated and disseminated all meeting minutes to appropriate executive staff and committee members; and developed presentations and spreadsheets for reports, graphs, agendas, etc. Acted as a liaison for the committee to the Orange County Public Schools superintendent, executive staff, attorneys, school district personnel, citizens of Orlando, board members and political leaders. This role required extensive communication with all these groups.

**Florida Board of Education, Orlando, FL:** Executive administrative specialist responsible for providing complete administrative support to the senior executive director/project management team. Interfaced with and assisted as necessary 25+ senior directors and senior managers within the department. Served as office manager to secretarial staff, including providing oversight and leadership of eight administrative assistants.

Table D.2.2: Qualifications for Team Members

Name and Role	Years of Experience	Education	Credentials	Relevant Experience
<b>Brian Willford, AIA, NCARB, LEED AP BD+C</b> Architectural	15	Master of Architecture, Clemson University BS, Architecture, Georgia Institute of Technology	Registered Architect: GA, FL, RI, MD, KY, OK, SC, TN, NJ NCARB Certified LEED AP BD+C	Senior Architect and Plan Reviewer: DeKalb County School District SPLOST V Program Senior Architect: Naval Support Activity (NSA) Naples DODEA School Mechanical Replacement
<b>Leon King, PE</b> Electrical	22	BS, Electrical Engineering, Arkansas State University	Professional Engineer: GA, AL, TN, NC	Lead Senior Electrical Reviewer: DeKalb County School District SPLOST V Program Electrical Engineer-of-Record: Quick Start Training Facility, Pooler, GA Lead Electrical Engineer: CPS Energy Mission Critical Control and Data Center
<b>Angel Flores, PE, CxA, CEM, LEED AP</b> Mechanical	14	BS, Mechanical Engineering, Georgia Tech	Professional Engineer: GA, SC, NC, FL, AL, NJ Certified Commissioning Authority Certified Energy Manager LEED AP	Mechanical Inspector: Midtown Center, GA Mechanical Inspector: Piedmont Hospital, Atlanta, GA Mechanical Inspector: Clearview Regional Medical Facility Condition Assessment, Monroe, GA
<b>Burford Oglesby, Jr.</b> Plumbing	18	AA, Applied Science, ITT Technical Institute	American Association of Plumbing Engineers	Mechanical Plan Design Reviewer: DeKalb County School District SPLOST V Program Lead Plumbing Designer: US Army Center for Health Promotion & Preventive Medicine
<b>Jennifer Walker, PE</b> Fire Protection	17	MEng, Fire Protection Engineering, University of Maryland BS, Mechanical Engineering, Virginia Tech BS, Mathematics, Virginia Tech	Professional Fire Protection Engineer: FL	Fire Protection Design Reviewer: DeKalb County School District SPLOST V Program Fire Protection Engineer: P658 Construct NRMF, NSB Kings Bay, GA
<b>Randy Pressnell, PE</b> Structural	35	BS, Civil Engineering, University of Kentucky	Professional Engineer: GA, KY, FL, TN, SC, AZ, NC	Senior Structural Plan Design Reviewer: DeKalb County School District SPLOST V Program Structural Engineer of Record: Department of Veterans Affairs, Atlanta Veterans Administration Medical Center Structural Engineer: Piedmont College Pedestrian Bridge Elevator Building (Demonest, GA) Structural Engineer: Atlanta Street Car Project
<b>Connor Mok, PE</b> Civil	21	BSc, Civil Engineering, University of South Alabama	Professional Engineer: GA	Georgia Regional Transportation Authority South Xpress Operations Facility City of Brookhaven Brookhaven-Peachtree Livable Centres Initiative
<b>Daniel Castellon, PM, LEED AP BD+C</b> Project Controls Director	15	BSc, Civil Engineering, Pennsylvania State University	Project Management Professional LEED AP BD+C	Cost Estimating Lead: DeKalb County School District SPLOST V Program Project Controls Lead: John's Hopkins University Applied Physics Laboratory Facility
<b>Brenda Tedrick</b> Lead Estimator	8	BSc, Civil Engineering/Construction Management, Catholic University of America	Certified Estimating Professional (In Progress)	Cost Estimating: DeKalb County School District SPLOST V Program Cost Estimating Lead: John's Hopkins University Applied Physics Laboratory Facility, Laurel, MD
<b>Tammy Dow, PE, CWS</b> Value Engineering Lead	17	MSc, Civil Engineering, University of New Brunswick BSc, Civil Engineering, University of New Brunswick	Professional Engineer Certified Value Specialist	Value Engineering Lead: U.S. Department of Agriculture, Agricultural Research Service Children's Nutrition Research Center (CNRC) Renovations Project, Arlington, VA Value Engineering Lead: Spelman Hall Cyber Center Renovation Project Value Engineering Study, West Point, NY



# Section D.3

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## Management Plan

**D.3**

**Management Plan**

*A. The firm shall provide a detailed narrative of the management approach and plan that will be used for the Program.*

The SPLOST VI Program’s success ultimately begins with the relationship between the ACERM Program Management team and District leadership, staff and stakeholders. Our goal is to maintain collaborative partnership with the District that we have developed over the previous 10 years providing high quality program management services. We believe that all parties involved – your organization, the appropriate stakeholders, and other members of the team – are all important allies to deliver a successful SPLOST VI Program.

Our approach to managing this work will be rooted in our successful execution of the SPLOST IV and SPLOST V programs. As we have done for the past decade, the ACERM Program Management team will support and coordinate with DCSD’s various departments for a successful SPLOST VI program. This starts at the school/ facility level and extends to assisting Operations with material presented at Board of Education meetings. Our team has built relationships and trust within all District departments during the last two SPLOST programs and is committed to furthering these relationships to constantly improve the quality of the SPLOST program for District stakeholders, school staff and administration, students

and the community. We plan to organize and run a monthly SPLOST coordination meeting between all relevant departments so no department is left in the dark with upcoming work or coordination expectations.

Though the effective management strategies we utilized for SPLOST V still apply, we will implement lessons learned and customize our strategies to address the specific SPLOST VI scope and the directives embodied in the comprehensive master plan (CMP), which differs significantly from past approaches to the District’s capital improvement process. Per the CMP, “Previous construction/renovation programs had focused more on improvements to individual facilities and less on a comprehensive analysis of the system as a whole. The Board of Education wanted to establish strategic, system-wide goals as the basis for future construction expenditures, planned facilities improvements, and redistricting plans. Similarly, there was a need to establish community-wide consensus regarding issues of optimum facility use, special programs, school choice, the number and location of new schools, and school consolidation.”

As the driver for SPLOST VI, the CMP resulted in the development of specific options and recommendations for new facilities, additions to existing facilities, and/or consolidating existing facilities to meet the capacity and administrative needs of the District over 10 years. These options and recommendations consider the instructional

**A Partnership for Success: ACERM Program Management, A Joint Venture**

ACERM Program Management is a joint venture comprised of AECOM Technical Services, Inc. (AECOM) and Corporate Environmental Risk Management (CERM), a DeKalb County-based minority-owned business enterprise. This joint venture was formed to leverage the success and collaboration that our firms enjoyed as partners executing the SPLOST IV and V programs, and to take advantage of the combined strengths of each firm.

In addition to our partnership at DCSD, our firms have worked together in the past on capital improvement assignments for the Atlanta Public Schools; water and wastewater systems operations and maintenance services for the City of Atlanta, surrounding counties and the southeastern U.S.; and program and construction management services at the Hartsfield-Jackson Atlanta International Airport and for the Georgia Department of Transportation.

During assignment on this program, employees of the joint venture partners will remain employees of their respective firms but will work under the overall direction of the joint venture committee and joint venture program director.



needs of the District in facility capacity and instructional adequacy as well as the geographic distribution of students and existing District facilities.

A key element of our approach is maintaining the continuity of the experience, knowledge and relationships our staff has built over the last decade support the District, resulting in a team that you can count on, again:



**We know and understand the District and its facilities.**

Our proposed personnel were instrumental in the success of the SPLOST V program. In addition to bringing strong working relationships with District Administration, Operations, Maintenance, Technology, School Nutrition Services, Procurement and Finance leadership and staff, this team offers an understanding of how the District prefers to do business, and essentially ZERO learning curve.



**We bring lessons learned and best practices gained from experience.**

We will apply valuable lessons learned and best practices that have been gleaned from the prior SPLOST programs, as well as our collective team’s experience across the country on other major urban K-12 programs to improve upon the management approach, procedures and processes utilized on the SPLOST VI program.



**Responsiveness and being proactive are keys to our approach.**

We always listen to you and the stakeholders carefully, and promptly respond to any issues, questions, or comments that arise. We adjust our approach to accommodate your requests for changes, and we always take a proactive approach to implement the District’s goals and objectives. We routinely begin anticipating needs and developing potential solutions before being asked to do so, and, with our proven leadership, we will continue to complete program or project assignments and tasks quickly and cost effectively.



**We focus on customer service.**

We concentrate not only on the successful execution of the work, but also on the needs and concerns for your long-range strategic plan (the CMP) and ongoing educational mission. Our team has already begun to refine our SPLOST V processes and procedures to maximize effectiveness for the District. We understand who our “customers” are: DCSD students, parents, staff and taxpayers. We have strong relationships within the DeKalb/ Atlanta Metro design and construction community. In addition to productive working relationships with District leadership and staff, we bring strong ties to the architects/

engineers, contractors and builders, and design/ construction consultants in the Metro area. The District has enjoyed solid participation in the bid process even during challenging periods such as 2020-2021, in part due to the confidence the market has in the District and the trust in its current SPLOST program manager.

*B. The following issues should be addressed: i. Program management...xiii. Procurement coordination and management.*

**i. Program management and coordination**

**Program Management Plan**

Our program management plan (PMP) will define the program scope, schedule and budget, and provide the references necessary to guide the entire program delivery process. The PMP will support clear communication, risk management, efficient decision-making and, ultimately, on time and within budget delivery. The PMP will be a formal, District-approved document that defines how the program is organized, executed, monitored and controlled.

The PMP will include references to the division of responsibilities and management approvals, reporting and communications protocols, budget and schedule controls, design phase management and review, construction management and inspection responsibilities, document control processes, and other essential information. It will also clearly outline and define the program scope, schedule and budget by project, and propose criteria and processes to identify priorities for various program items. The PMP will help define project delivery strategies tailored to the local market that accelerate design and construction and provide cost, quality and coordination benefits.

In addition to our collaborative experience, ACERM Program Management’s two partners – AECOM and CERM – bring technical strengths that will be leveraged in the execution of our approach. AECOM will apply nationwide K-12 experience and data to comprehensively review the District’s Comprehensive Master Plan and provide feedback on cost and schedule. We will also utilize CERM’s deep roots in the DeKalb County community to add a level of nuance to our review that our competitors cannot match. In addition, AECOM’s internal quality processes and procedures have earned the internationally recognized ISO 9001 certification. These processes and procedures will be incorporated into our Program Procedure Manual (PPM) during mobilization.



In essence, the PMP will guide the launch of the SPLOST VI program delivery effort, and will reflect the fact that our team has effectively zero learning curve, providing maximum value to the District at the earliest possible opportunity.

**Program Procedure Manual (PPM)**

We will complete our full review of the existing Program Procedure Manual (PPM) to support quality and growth and drive 21st Century management and innovation. Additionally, we will incorporate best practices and lessons learned from the SPLOST V program into SPLOST VI. We expect to have an updated PPM for 2022-2017 to the District for review and comment within 30 days of notice-to-proceed.

In addition to listing all the tasks essential for SPLOST VI success, our refreshed PPM offers the following benefits:

**Reduced learning curve/training time for new employees:** When new hires enter the program, our PPM has been an invaluable resource to learning how things work. For instance, we can ask your new employee to prepare a pay application for a general contractor. The PPM will help the new project manager to organize and prepare the documents needed to complete a pay application. By referring to the PPM, our new employee will

know exactly which forms to use and how to communicate with architect and DCSD regarding the pay application. It's a great time-saver and a confidence booster for the new employee as they learn to interface with the various groups at DCSD.

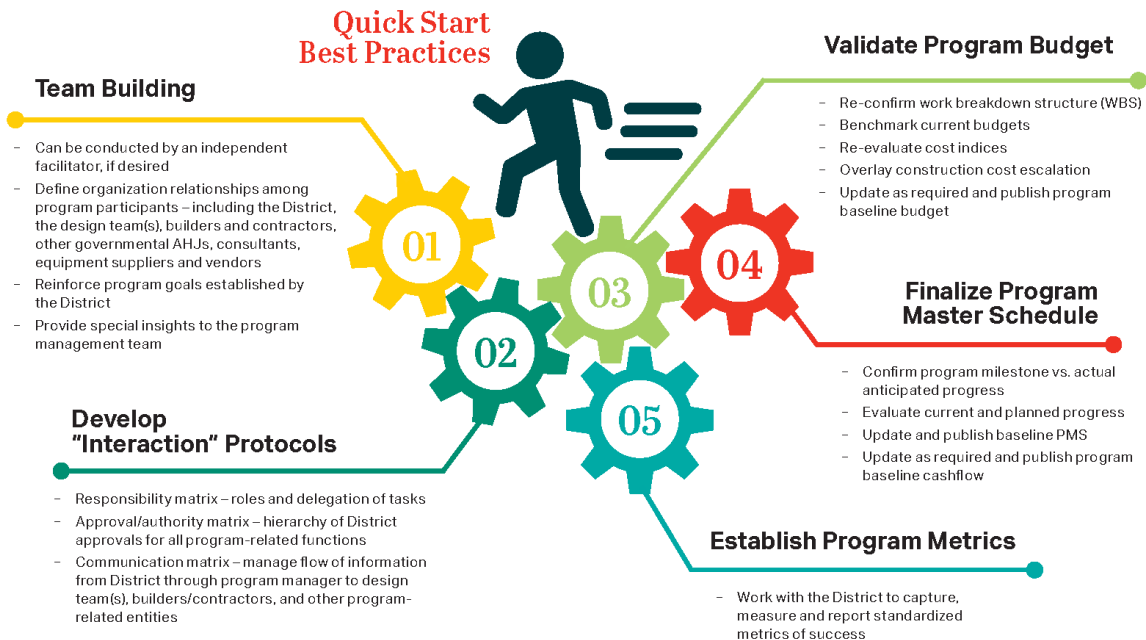
**Ensured business continuity:** When a key staff member is on leave or not in the office, work does not halt. By using the PPM as a guide, another employee can assume responsibility for urgent tasks and execute them correctly the first time.

**Standardized processes:** The PPM makes it easy to find out what policies and procedures are in place to manage repetitive situations/tasks.

**Efficient task delegation:** Our PPM includes an organization matrix of the business, as well as have a short job description and contact details for each staff member. At a glance, you can identify who is available to assist or advise you on various tasks. This also prevents micromanaging, as the lines of responsibility are clear.

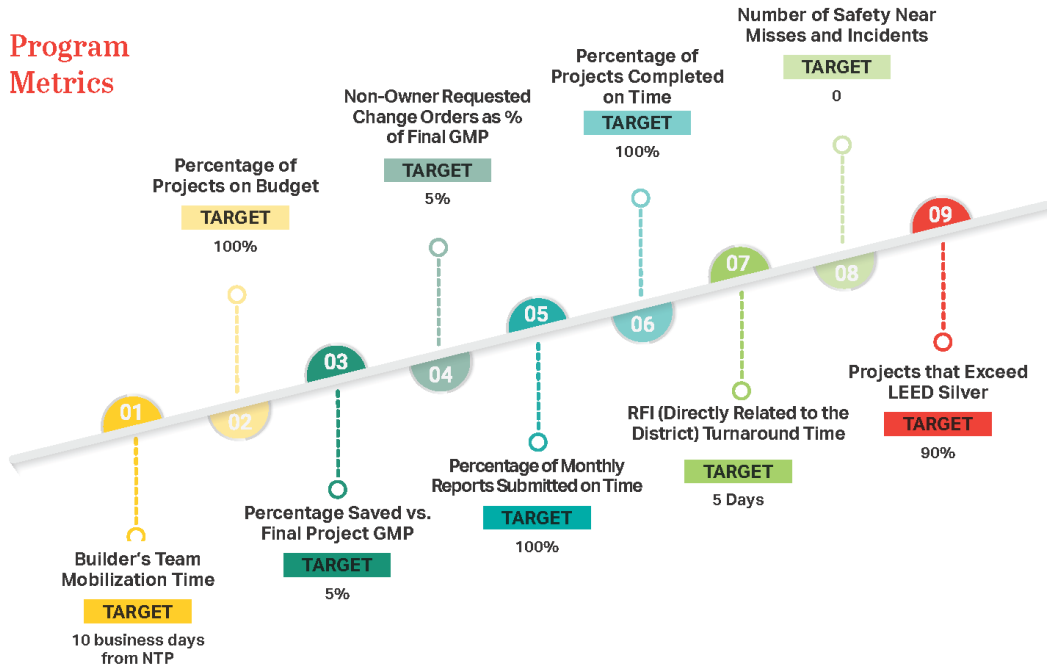
**Positive client interaction:** With a standard way of dealing with client queries, budget reallocations, change orders, RFIs, design documents, etc., our project managers can make sure that every client interaction is handled fairly and equally, enhancing their interactions with the program.

Immediately upon engagement by the District, our team will deploy its "Tiger Team" to work with the Design & Construction Department leadership to develop and finalize the PMP. Our start-up best practices include:



We believe that the key indicators of cost schedule and quality always remain; we will work with the District to capture, measure and report these along with other proposed standardized metrics of success, such as:

## Program Metrics



As always, the overarching goal of preparing and implementing the PPM is to provide program-driving standardized procedures to be implemented early in the life of the program so that overall design and construction quality are maximized, and that the program is delivered cost effectively and within the timelines specified by the Board of Education. Specially, the updated PPM will include:

- Program-level Responsibility Matrix
- DCSD Approval Process/Matrix
- Communications Matrix
- Reporting Requirements
- References to District Design Guidelines and Standards
- Cross-reference to DCSD Board of Education Policies & Procedures
- Procurement Procedures
- Design Phase Management Procedures
- Construction Phase Management Procedures
- Authority Having Jurisdiction (AHJ) Compliance Requirements (e.g. DeKalb County; GADOE)
- Program Management Information System (PMIS) Utilization
- Project Closeout and Turnover/Occupancy Procedures
- Warranty Phase Procedures

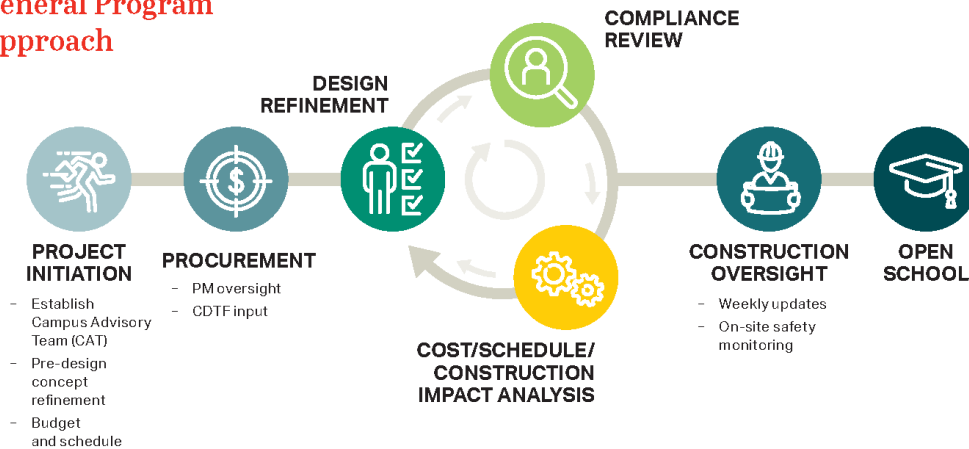
Like the PMP, we recognize that our PPM is a living document, with regular semi-annual updates and application of bulletins when required to implement a new or revised policy or procedure at any time. Input collected through the program management team's lessons learned initiative will help make the PPM a current, powerful tool for program success.

## ii. Planning and scheduling management

### Planning

We know that the District has already undergone an extensive pre-planning effort to establish the basis for the SPLOST IV program, embodied in the 2022 Comprehensive Master Plan (CMP). We also understand, similar to our experience on during SPLOST V, that the program manager will be expected to engage with District leadership and help establish an optimized CIP execution strategy. Based on our team's experience with the District on several other K-12 school districts, we will bring considerable insight to help develop program and project delivery plans that are aligned with the critical priorities and values driven by the CMP.

## General Program Approach



To achieve your mandate of successfully delivering the SPLOST VI CIP and SPLOST V (adjusted) CIP, our pre-design and planning professionals will perform an accelerated analysis of the priorities, challenges, and constraints in order to establish a project sequencing “algorithm” to optimize this workflow. Our objective will be to fully define a realistic best case work flow that factors in all priorities, the constraints, limitations, and mitigation strategies, and then apply sound program management practices to advance the projects at a consistent pace, with a consistent team, and a consistent level of effort. The results of this analysis will be a clearly defined program workflow, developed with full awareness of the constraints and critical milestones of each project, aligned in a sequence that can be consistently designed, bid, constructed, and managed by the planned available resources.

In addition to our keys to effective program planning (described on the following page), we employ several techniques in the planning stage of the program and each project to help the District consistently meet Board of Education mandates:

**Procurement Planning.** Expedited procurement and delivery is a tool for reducing the time from project conception to delivery of the constructed project. We are very familiar with the District’s various expedited procurement delivery methods (e.g. design/build, CM at Risk (CMAR), Design/Bid/Build) and has experience in successfully implementing these approaches as your SPLOST V program manager. We believe defining the selected contracting methodology/strategy is a collaborative effort between the District’s Procurement Department and our team. This evaluation focuses on scope delivery, project scheduling and contracting resources.

Much of the success on SPLOST IV and SPLOST V projects can be attributed to the fact that the District has been able to draw on some very reputable design and construction firms that operate with a can-do mindset and are committed to the District’s mission. Our team shares this mindset and is very dedicated to the program success. As such, part of our responsibility, in conjunction with DCSD, is to make sure qualified firms are selected. We do that by supporting the District’s rigorous RFP/RFQ process, along with impartial evaluation and scoring of submittals and qualifications.

Industry surveys have shown that more than 90 percent of problems in design and construction have poor communication as a root cause. For this reason, we place great emphasis on deliberate, clear, concise, accurate and inclusive communication, and define those expectations up-front in the Communications Matrix as part of the PMP and PPM. As your program manager, we are responsible for ongoing communication with the District and the project teams to verify that everyone understands the objectives and keeps “eyes on the prize” – completed functional facilities.

**Collaboration Planning.** Early stakeholder engagement is critical for establishing a common vision, for example, solidifying requirements from Curriculum & Instruction, School Nutrition Services, and the Division of Instructional & Information Technology. Continued and regular collaboration with stakeholders helps everyone to understand the goals and challenges and creates alignment around the program/project work plan.

Where monetary incentives such as bonus clauses for early completion cannot be provided, the value of ensuring that designers and builders are paid promptly (for example, within 30 days) and any amendments or change orders are processed in a timely manner becomes a major motivation for their participation in the program.

**Design Phase Planning.** Working alongside the District, our team routinely helps prepare consultant RFPs, support the evaluation/selection process, and assist with contract negotiations if requested, to make sure that the necessary resources are planned for in advance and in place to support the projects. We work with the consultants to develop a detailed design schedule for each project that complies with the program master schedule, monitor the progress of each designer in design progress meetings, and implement our proven plan to review each design submission and report results to the appropriate parties within DCSD to confirm the scope is as desired and in compliance with design guidelines and educational specifications.

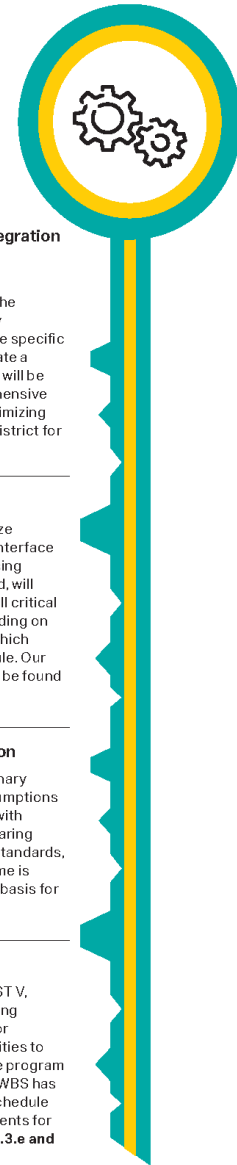
**Construction Phase Planning.** Thanks to our planning and pre-construction efforts, we will be well prepared to manage construction in an efficient and controlled sequence. To actively stay ahead of potential project issues, we will implement a robust project control system to help manage the many critical interfaces between project elements, and to provide real-time reporting to the District to facilitate informed decision making. By planning for and implementing smart phasing and logistics strategies, we will help meet the required schedules and mitigate impacts to student learning and safety.

## Scheduling

Effective schedule control starts with a computerized critical path method (CPM) construction schedule that clearly depicts the work activities needed to complete both the projects and the overall program. An accurate program master schedule and detailed project schedules provide a road map for the program team to manage the projects in a timely manner that complies with established program and contract milestones. Our team uses a variety of scheduling techniques to plan and monitor project activities, including the most accurate procedure for tracking project performance – tracking cost performance as a function of time (Earned Value Analysis). Our project managers are trained in schedule management and have the expertise to use the schedule as a tool to successfully deliver projects for the District.

**Program-level Scheduling.** Our goal is to keep the program on schedule and within budget while managing the objectives in a time- and cost-effective manner that doesn't compromise quality. Immediately after NTP, we will again analyze projects' scopes, phasing requirements, interface requirements and funding constraints. Using these and other issues identified in the preliminary review, we will work with the District to finalize the program master schedule.

## Keys to Effective Program Planning



### Program & Project Definition and Integration of CMP and Planning Documents

We will collect all the program's prepared documentation, such as the CMP; review the planning basis for execution and make any recommendations to fill in gaps or enhance specific areas of the delivery plan. We will also create a resource library where critical documents will be stored. The result of this task is a comprehensive review of the program, with a focus on optimizing the delivery sequence, presented to the District for input, review, and approval.

### Program Master Schedule

Immediately after NTP, our team will analyze projects' scopes, phasing requirements, interface requirements, and funding constraints. Using these items and any other issues identified, will work closely with the District to optimize all critical program and project milestone dates, building on the available information provided, from which we will establish a program master schedule. Our preliminary program master schedule can be found in Exhibits D.3.a, D.3.b, D.3.d and D.3.f.

### Program Budget Review and Validation

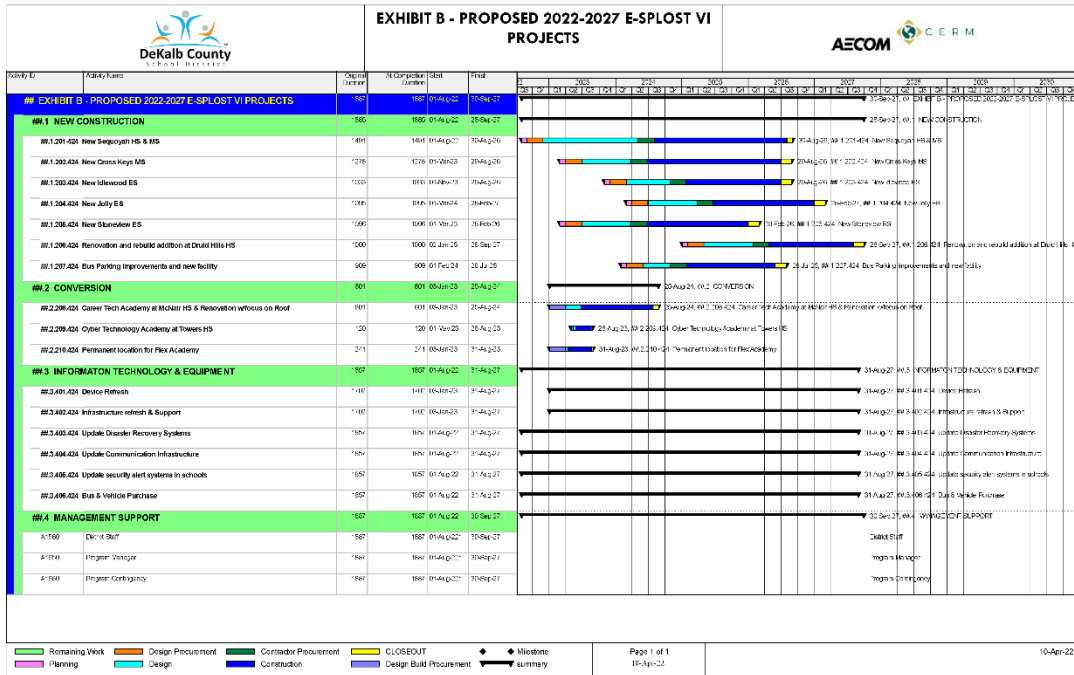
Our subject matter experts review preliminary project budgets and the basis for any assumptions for all defined projects. We then proceed with developing independent estimates, comparing them to previous estimates and industry standards, and reconciling any variations. The outcome is validated cost estimates that become the basis for a program budget.

### Work Breakdown Structure

We proposed a WBS that, similar to SPLOST V, comports to the District's financial reporting structure/chart of accounts. This allows for detailing levels of cost and schedule activities to plan and measure performance across the program and each project's life cycle. The existing WBS has already been integrated into the master schedule to develop preliminary cash flow requirements for the program, provided in Exhibits D.3.c, D.3.e and D.3.g.

We will work closely with the District to optimize all critical program and project milestone dates, again building on the available information provided by the District (for example, in RFP Exhibits B, C, and D). This includes confirming each project's start date, design phase duration, procurement phase duration, construction phase duration and project end date. Confirming these milestones serves as a means of establishing and tracking overall project status. Our preliminary Program Master Schedule can be found in Exhibits D.3.a, D.3.b, D.3.d and D.3.f on the following pages.

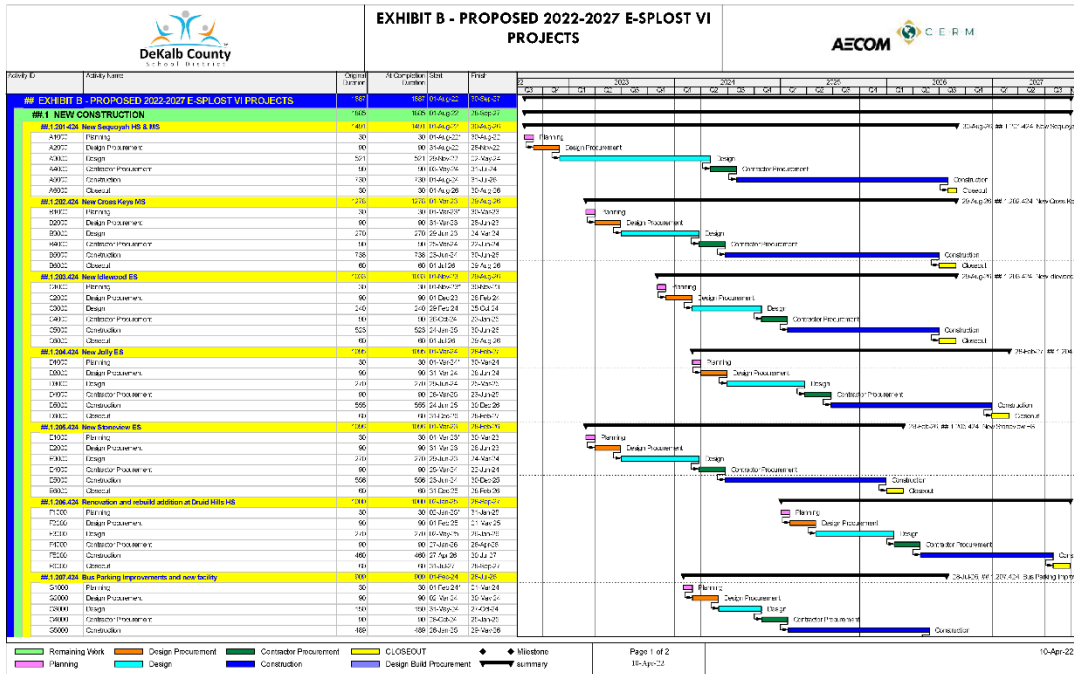
Exhibit D.3.a: Proposed 2022-2027 SPLOST Project List Rollup Schedule



ACERM Program Management, A Joint Venture

77

Exhibit D.3.b: Proposed 2022-2027 SPLOST Project List Full Schedule



ACERM Program Management, A Joint Venture

78



Exhibit D.3.d: Proposed S-SPLOST V Project List Adjustment Schedule

EXHIBIT C - Proposed E-SPLOST V Project List Adjustment Schedule				AECOM CER M											
Project Name	Project No.	Original Construction Start Date	Proposed Construction Start Date	Year											
				2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
<b>EXHIBIT C - Proposed E-SPLOST V Project List Adjustment Schedule</b>															
<b>REGION 1</b>															
1-114-422 Athletic Field Fencing	215-0148-020	2020-06-01	2020-06-01	[Gantt bar from 2024-06-01 to 2024-06-01]											
1-114-423 Baseball Field Improvements at David Hill HS and Redan HS	303-01-74-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-424 Ballistic for Resurfacing Existing Parking at Parking Addition Schools	187-01-48-074	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-425 Margaret Harris Comprehensive School - Sprinkler Installation B	148-01-06-07	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-426 Chenoa ES - Sprinkler Installation C	322-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-427 Hunter Hills ES - Sprinkler Installation C	322-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-428 Montgomery ES - Sprinkler Installation C	322-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-429 Vanderlyn ES - Sprinkler Installation C	322-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-430 Woodward ES - Sprinkler Installation C	322-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-431 Chenoa ES - Security Vestibules B	182-01-06-02A	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-432 Vanderlyn ES - Security Vestibules B	182-01-06-02A	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-433 New Dunwoody HS	215-01-48-020	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-434 New Dunwoody/Chamblee ES	215-01-48-020	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-435 Killebrew Magnet at Nancy Creek - HVAC Replacement, Fire Sprinklers	185-01-06-07	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-436 Division ES - Rectangular Vase to accommodate Division ES & Cary Magnet	411-01-06-05	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-437 Kinsley ES - HVAC Replacement, Fire Sprinkler Installation	331-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-438 Chenoa ES - HVAC Replacement	331-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
1-114-439 Carroll Drive ES - (2) Additional Parking Spaces	432-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
<b>REGION 2</b>															
2-114-420 Brockett ES - Sprinkler Installation B	331-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-421 Swanton ES - Sprinkler Installation B	184-01-06-07	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-422 Swanton ES - Security Vestibules B	184-01-06-07	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-423 Henderson MS - Security Vestibules B	171-01-06-02A	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-424 Oak Grove ES - Security Vestibules B	47-01-06-02A	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-425 David Hill MS - Security Vestibules, Plumbing Fixture Replacement	46-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-426 Oak Grove ES - Accessibility Improvements, Fire Sprinklers	48-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-427 Elder Vista ES - Roof Replacement, Security Vestibules, Accessibility Improvements	331-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
2-114-428 Laurel Ridge ES - HVAC and Window Replacement	348-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
<b>REGION 3</b>															
3-114-429 Stephenson MS - Security Vestibules A	432-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
3-114-430 Peach MS - Restroom & Plumbing Fixture Replacement, Fire Sprinklers	47-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
3-114-431 E. L. Miller ES - HVAC Replacement	246-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
3-114-432 Rock Chapel ES - HVAC Replacement	348-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
<b>REGION 4</b>															
4-114-420 Allgood ES - Sprinkler Installation B	354-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-421 Stone Mountain HS - Security Vestibules A	12-01-06-02A	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-422 AC Delco Early College Academy - Security Vestibules B	30-01-06-02A	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-423 AC Delco Early College Academy - Security Vestibules B	30-01-06-02A	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-424 Hambrick ES - Security Vestibules, Fire Sprinkler & One Special ED Restroom	732-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-425 Freedom MS - Security Vestibules	123-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-426 Clayton HS - Turf & Track Installation, Security Vestibules, Accessibility Improvements	462-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-427 Hambrick ES - (16) Additional Parking Spaces	427-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											
4-114-428 Jolly ES - (2) Additional Parking Spaces	427-01-06-02	2021-01-15	2021-01-15	[Gantt bar from 2024-01-15 to 2024-01-15]											

Exhibit D.3.e: Proposed S-SPLOST V Cost Distribution

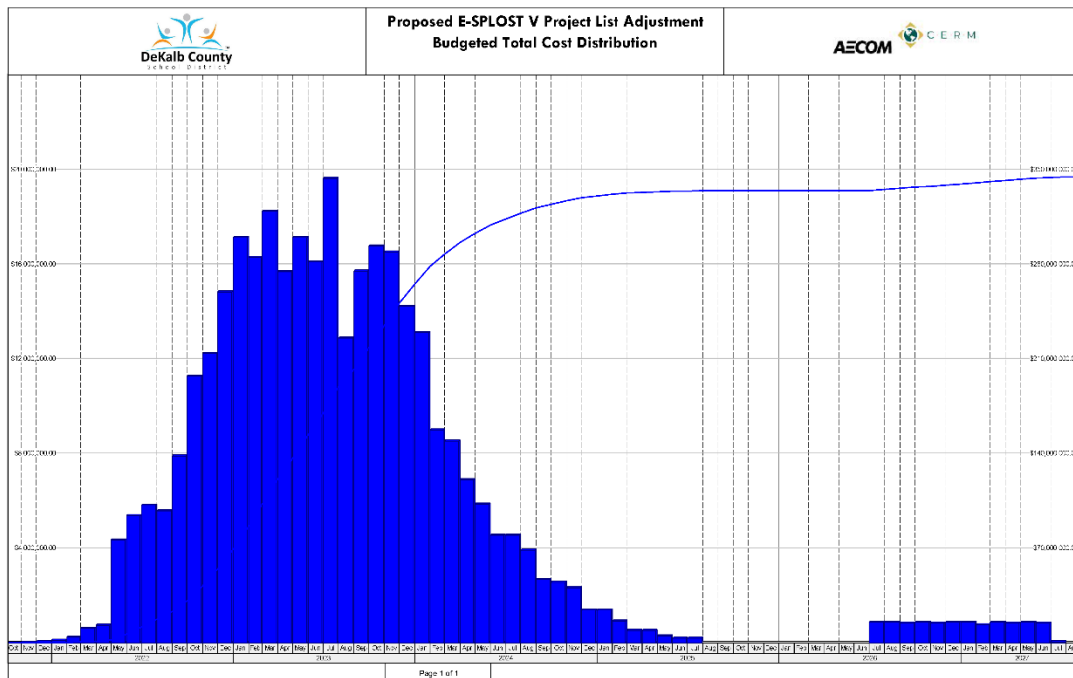
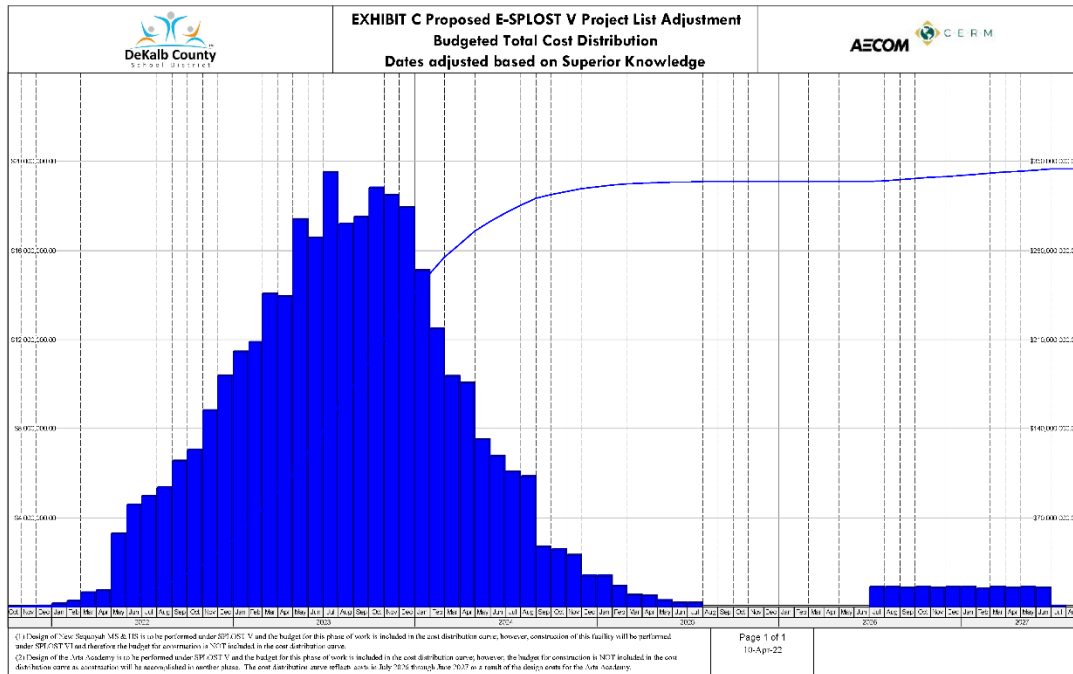


Exhibit D.3.f: Proposed SPLOST V Project List Adjustment Schedule based on ACERM Program Understanding

DeKalb County SCHOOL DISTRICT		EXHIBIT C - Proposed E-SPLOST V Project List Adjustment Schedule Dates adjusted based on Superior Knowledge		AECOM CER M	
Project Number	Project Name	Original Construction Start Date	Revised Construction Start Date	2022	2023
				Q1	Q2
<b>EXHIBIT C - Proposed E-SPLOST V Project List Adjustment Schedule</b>					
<b>*R REGION 0</b>					
*R.114-403	Athletic Field Fencing	11/14/2022	11/14/22		
*R.300-425	Baseball Field Improvements at DeKalb HS and Roman HS	03/01/24-22	03/01/24		
*R.300-425	Softball Field Improvements at DeKalb HS and Roman HS	03/01/24-22	03/01/24		
<b>*1 REGION 1</b>					
*1.105-423.01	Margaret Harris Comprehensive School - Sprinkler Installation B	01/11/2022	01/11/22		
*1.105-423.01	Chemist ES - Sprinkler Installation C	01/11/2022	01/11/22		
*1.105-423.01	Henderson HS ES - Sprinkler Installation C	01/11/2022	01/11/22		
*1.105-423.01	Montgomery ES - Sprinkler Installation C	01/11/2022	01/11/22		
*1.105-423.01	Vanderlyn ES - Sprinkler Installation C	01/11/2022	01/11/22		
*1.105-423.01	Woodmont ES - Sprinkler Installation C	01/11/2022	01/11/22		
*1.116-423.05	Chemist ES - Security Vestibules B	03/24/22	03/24/22		
*1.116-423.10	Vanderlyn ES - Security Vestibules B	03/24/22	03/24/22		
*1.124-423	New Grove ES ES	09/28/22	09/28/22		
*1.124-423	New Dunwoody/Charlize ES	07/1/22	07/01/22		
*1.153-425	Kilbridge Magnet at Nancy Creek - HVAC Replacement, Fire Sprinklers	01/11/2022	01/11/22		
*1.153-425	Deerfoot ES - Addition (addition to accommodate Deerfoot ES & Cary Reynolds ES)	01/11/2022	01/11/22		
*1.153-425	Kingsley ES - HVAC Replacement, Fire Sprinkler Installation	01/11/2022	01/11/22		
*1.170-425	Chemist ES - HVAC Replacement	03/01/22	03/01/22		
*1.181-423.04	Chapel Hill ES - (20) Additional Parking Spaces	03/01/22	03/01/22		
<b>*2 REGION 2</b>					
*2.110-422.02	Brookfield ES - Sprinkler Installation B	07/01/22	07/01/22		
*2.110-422.02	Evansdale ES - Sprinkler Installation B	01/11/2022	01/11/22		
*2.116-423.05	Bearden ES - Security Vestibules B	07/28/22	07/28/22		
*2.116-423.05	Henderson HS - Security Vestibules B	07/28/22	07/28/22		
*2.116-423.05	Oak Grove ES - Security Vestibules B	07/28/22	07/28/22		
*2.345-423	Crail Hill HS - Security Vestibule, Planting Future Replacement	04/11/2022	04/11/22		
*2.345-423	Midvale ES - Accessibility Improvements, Fire Sprinklers	07/01/22	07/01/22		
*2.367-425	Star Village ES - Roof Replacement, Security Vestibule, Accessibility Improvements	03/01/22	03/01/22		
*2.368-423	Laura Ridge ES - HVAC and Window Replacement	03/01/22	03/01/22		
<b>*3 REGION 3</b>					
*3.116-423.01	Stephens MS - Security Vestibules A	07/01/22	07/01/22		
*3.122-423	Rock Hill HS - Restroom & Planting Future Replacement, Fire Sprinklers	07/01/22	07/01/22		
*3.354-423	E. L. Miller ES - HVAC Replacement	04/01/22	04/01/22		
*3.366-423	Rock Chapel ES - HVAC Replacement	07/01/22	07/01/22		
<b>*4 REGION 4</b>					
*4.102-423.01	Alphos ES - Sprinkler Installation B	07/01/2022	07/01/22		
*4.116-423.05	Stone Mountain HS - Security Vestibules A	07/01/22	07/01/22		
*4.116-423.01	ACDeKalb Early College Academy - Security Vestibules B	07/01/22	07/01/22		
*4.116-423.02	ACDeKalb Andrew H. White - Security Vestibules B	07/01/22	07/01/22		
*4.122-422	Hartsoka ES - Security Vestibule, Fire Sprinkler & One Special ED Restroom	07/23/22	07/23/22		
*4.202-425	Freedom HS - Security Vestibule	03/01/22	03/01/22		
*4.272-423	Clanton HS - Cafeteria Installation, Security Vestibule, Accessibility Improvements	07/01/2022	07/01/22		
*4.381-423.04	Hambrook ES - (80) Additional Parking Spaces	07/01/22	07/01/22		
*4.381-423.04	Jolly ES - (20) Additional Parking Spaces	07/01/22	07/01/22		

ACERM Program Management, A Joint Venture

Exhibit D.3.g: Proposed SPLOST V Cost Distribution based on ACERM Program Understanding



ACERM Program Management, A Joint Venture

**Design Phase Scheduling.** During the pre-design, design, and procurement phase, we will keep the District's projects on schedule and within budget while managing the design process to meet the District objectives. Based on critical path method principles, our project-level schedules will identify and track critical milestones and their supporting activities, including cost estimating, constructability review sessions and design review/value engineering workshops. Commissioning and LEED certification and monitoring also begin during these early project phases.

During design, we will provide the District with:

- Project schedules. Formulation of the project schedule requires that critical project milestone dates be identified, including start date, design phase duration, procurement phase duration, construction phase duration and project end date. Identification of these milestones serves to track overall project status.
- Detailed Design Phase Schedule. After the major milestone dates are identified, we will pinpoint design phase delivery milestones. These milestones will serve as the basis for design phase service deliverables. A schedule is then developed that will include detailed design phase activities as well as pre-construction and

procurement activities. The details included will aid the project team in prioritizing the activities required to accomplish major milestones and will be used to track and manage the design professionals' status and progress.

- Pre-Bid Construction Schedule. Scheduling services during the pre-bid phase include establishing a concept project delivery schedule with project milestones, durations and phasing to validate that the project is achievable in accordance with program goals and objectives.

**Construction Phase Scheduling.** An accurate project baseline schedule is crucial to successful, on-time project delivery. Every project needs a time-scaled projection of how and when it will be accomplished. Within 30 days of the notice to proceed for any project, our team will develop a project schedule and will monitor and update the baseline schedule through the design and construction phases of each project. It will combine all activities related to funding requests, regulatory requirements and permits, budgeted cost, design, commissioning, procurement, delivery, approval, inspection, testing, manpower, construction, post construction, tenant/user relocations and occupancy.



Our team has provided scheduling services to K-12 school districts across the country. For every project, an accurate baseline schedule is crucial to successful, on-time program and project delivery.



- 1 DeKalb County Public Schools: We successfully bundled projects based on the regional geography of the District, shortening the SPLOST IV from 75 months to 60 months and saving the District millions of dollars.
- 2 Dallas Independent School District: AECOM collaborated with school principals to develop creative ways to accommodate construction activities in occupied buildings, saving over \$1.2 million.
- 3 Fort Worth Independent School District: AECOM helped the district develop a master schedule, budget and procurement strategy in preparation for its next capital improvement program.

During construction, we will monitor and update the schedule on monthly basis based on the contractor's monthly updates. We will analyze and recommend schedule "work-around" to help the contractors recover from changes and delays if needed, and coordinate with the builders to verify that all parties on the critical path are aware of their responsibilities, while keeping an eye on the progress of non-critical activities to keep them from becoming critical. We will also employ phasing and logistics schedules, three-week look-ahead schedules during construction, and occupancy and move schedules.

Specific scheduling efforts during construction include:

- **Baseline Schedule Review and Approval.** A comprehensive review of the initial baseline schedule is performed for compliance with the scheduling specification of the contract. In addition, we will review the proposed project approach outlined by the contractor to verify that the phasing requirements established in the contract are followed. When all parties concur that the schedule as submitted is acceptable, it will be formally accepted as the project baseline CPM schedule. This baseline schedule will serve as the benchmark plan to measure project progress, and, if required, by which any time extension requests and delay claims will be analyzed.
- **Short-Interval-Schedule Update / Review.** We will use the contractor's accepted schedule to monitor project status and manage the work. Using the information gained during regular site visits, the schedule will be updated weekly or more frequently as necessary to track the project status. These updates will be the basis for schedule status and work progress discussions with the contractor during the progress review (OAC) meetings.
- **Monthly Schedule Update / Review and Approval.** As a provision of the payment process the contractor will be required to submit an updated baseline schedule for review and approval on a monthly basis.
- **Time Impact Analyses.** Our team will maintain a record set of electronic schedule updates for the purpose of performing time impact analyses when required, and creating the project history.
- **Occupancy and Move Schedule.** Our project managers will coordinate with District personnel and stakeholders to develop and implement a final occupancy schedule.

### iii. Budgeting, estimating and cost tracking/control

We understand that accuracy in cost estimating is key for realistic funding with the most return on investment. Our team of estimators leverage their relevant experience in the construction industry and trades, and their understanding of design fees, furniture, fixtures & equipment expenses, and other soft costs to provide accurate estimates. Using this expertise and an extensive database of K-12 construction costs, we develop conceptual cost estimates at the earliest possible opportunity and make recommendations as the project progresses. As part of the estimating process, we consider risks, contingencies, area cost factors and escalation evaluations.

Our cost management team stays up-to-date with fluctuating unit prices for material and labor. We also conduct periodic market research with direct contact with the major suppliers and contractors to understand factors that drive current market unit rates. Our database of historical information also tracks trends and forecasts potential changes and accurate cost escalation. Our team's collective experience in K-12 construction local costs, compounded by a nationwide network of subject matter experts, allows us to develop independent cost estimates with high levels of accuracy.

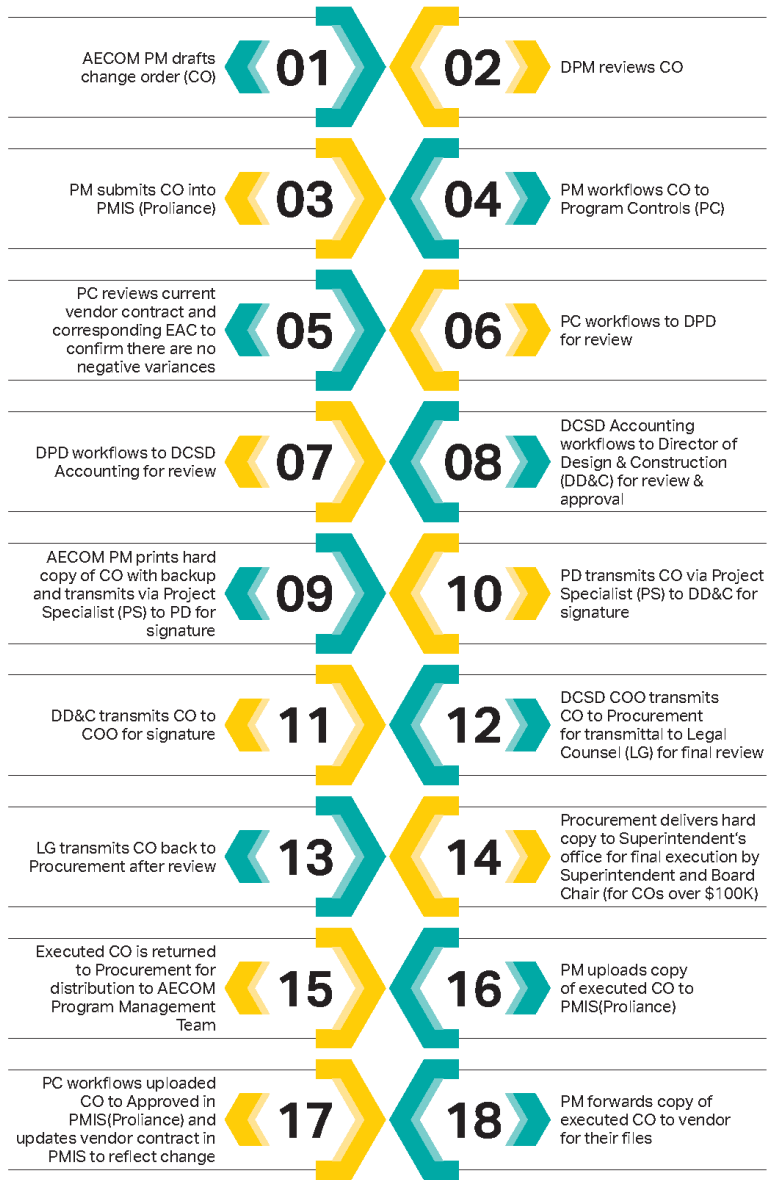
#### Excellence in Cost Estimating

We understand the importance of producing accurate quantity take-offs, but that's only a part of the value we bring to the estimating process. Our estimators and plan reviewers concurrently review the designs and discuss the best contracting strategies, taking into account when the project will be bid and constructed. We also identify opportunities to influence the project cost starting at the earliest opportunity in the design where the value is highest and the cost of change is lowest. Some examples of what our estimators consider include bulk or strategic purchasing opportunities to lower cost that can be readily identified and purchased, and the cost/benefit of extending the maintenance period on major systems.



We understand the District’s change order process and have the necessary workflows in place to streamline the process for the SPLOST VI Program

**DCSD CHANGE ORDER PROCESS/FLOW CHART**



For cost certainty, we leverage our proposed program management team and team of estimators (which include but are not limited to architectural, civil, mechanical and electrical), who use several different tools to develop and evaluate cost estimates, review the budgets proposed by the Comprehensive Master Plan, assist in creating a master program budget, and prepare a project closeout report with cost per unit information. These tools include:

- Final costs from completed projects
- Bid pricing from other current projects
- Real-time pricing from subcontractors with whom we have long-standing and successful working relationships within the region
- Historical costs from our estimating database

As part of our estimating process, we also consider risks, contingencies, area cost factors, and escalation evaluations. After budget establishment, our estimators also have experience in providing periodic reviews and recommendations on budget progress evaluation, in addition to continuing contingency analysis and escalation adjustments.

#### iv. Coordinating and planning of relocation activities

Our team has extensive experience in the moving and relocation of students and staff related to SPLOST projects. When the need arises, we conduct kick-off meetings with school staff and walk through the full process and timeline of the move. Every project/school is different, and thus the kick-off meeting will identify roles and responsibilities and any specific needs.

We manage the contractor responsible for the moving of materials for the life of the project and facilitate the school's needs. The success of our process is most notable in the special project to move Kittredge Magnet School from Nancy Creek to the Old Kittredge building in summer 2020. An accelerated and complex move was successfully completed while parts of the building were being renovated concurrently.

For new builds, the occupancy process is planned so that the relocation does not interfere with instruction, post-planning or pre-planning periods. This is typically accomplished by starting the process of packing after spring break and assisting school staff as needed with laborers to assist in packing. This allows the move to be completed after school is out but before post-planning is over. School staff then have the summer to set up the new school as desired.

DCSD Procurement will be included in distributions of the program schedule to assure the FF&E budget for a project is Board approved and the subsequent FF&E procurement is in line with a project's completion schedule. Our team will assist warehouse staff as needed on any SPLOST-related issues. This will include assisting in their asset management processes, whether it is providing data for new equipment or documenting asset disposal.

#### v. Project documentation and reporting

A basic tenet of our documentation and reporting efforts is to maintain program transparency. We will continue provide reports to District representatives and for stakeholder entities, providing the information that they require, as well as enhance our existing platforms for reporting, communicating, and tracking progress of projects and the overall program. We always intend for program information to be easy to access for District personnel, the Board of Education, and the public. In addition, we are currently analyzing the best method(s) to provide public access to information on the progress of projects and the entire program.

The need for this transparency and accountability has never been more important. Our program records need to be comprehensive, accurate and organized, so that they are readily accessible and can pass the test of an audit. Accordingly, we've enhanced our organizational structure to provide greater oversight and improved upon our procedures to meet or exceed the Department's and Office of the Chief Financial Officer's requirements for documentation and reporting. This includes the establishment of a system of key performance indicators that will be used to assist in proactively managing and reporting team and program performance.

#### Trust through Transparency

School districts trust our team when project controls and reporting are mission critical to the program's success. Case in point: Dallas Independent School District hired three program management firms to support its 2012 bond program design and construction management activities. Of those firms, AECOM prepared the program's annual report and technical design guidelines and coordinated the monthly reports for the program.



Our team is comfortable and familiar with updating stakeholders such as the Board of Education on the status of the program. The long-standing SPLOST Advisory Committee meetings also provide a template for any Board of Education information session that the Chief Operating Officer requests.

Internally, our program controls team is a key resource for providing accurate and timely data reporting and analysis regarding program status and progress to the overall program team and the District. Key personnel include the program controls manager, the program scheduler, the accounting/cost specialist, and, as always, project managers. The PMs work in collaboration with the controls team to make sure information and data is captured in a timely manner using the various reporting platforms in accordance with District requests.

We typically uses the following the systems/software for data analysis and reporting:

Software	Usage
Program Management Information System	To be determined by the District
Primavera Project Planner 6.0 (P6)	Schedule management
Customized SQL databases	Specialized budget, cost, and schedule reports (i.e. Cognos)
Excel, Power BI, and/or Tableau	Customized analyses and resulting graphics
Bluebeam and/or AutoCAD	Design drawing review/ commenting

The volume of data managed by our team on even a monthly basis is massive, and a great deal of skill is required to translate this data into meaningful, clear, accurate, and concise monthly reports. The monthly status report (MSR) is the “backbone” of our reporting efforts, providing the schedule, budget, cost and commitment status on a per facility and/or per project basis. The MSR includes:

- SPLOST Funding Summary
- SPLOST Commitments and Expenditures
- SPLOST Funding, Commitments, and Expenditures Cost Curves
- SPLOST Project Budget Totals by Phase
- SPLOST Regional Active Project Budgets
- Project CPR Summary - Negative Variance Amounts
- SPLOST Project Cost Performance Ratio (CPR) Report
- SPLOST Region Reports for Project Cost Performance
- Project SPM Summary - SPM currently indicating Red
- SPLOST Project Schedule Performance Measure (SPM) Report

- SPLOST Region Reports for Project Schedule Performance
- Closeout and Completed Project List
- SPLOST Funding - Planned vs. Actual
- SPLOST Funding, Commitments, and Expenditures

We perform quality assurance checks on each MSR before and after issuance to tailor the reporting to DCSD’s needs. SPLOST VI will allow our team and the District to continue to fine tune the reporting and messaging that is presented to stakeholders.

### Metric Base System

Our enhanced approach includes a system of key performance indicators (KPIs) that will be applied in conjunction with enhanced documentation and reporting. The system of KPIs will benefit the District by providing additional quantitative and qualitative performance monitoring with respect to the program and our team, as well as to the consultants, contractors, and vendors who work with the District. Additionally, this system will help to identify trends proactively and in a manner that will assist the District and our team in delivering an even higher level of performance while responsibly managing the public’s funds.

KPIs include leading and lagging indicators, and address several categories of performance that include safety, financial, process, risk management, and quality. Our proposed standardized metrics of success were provided previously in i. Program management and planning; please note that we are fully prepared to work with the District to customize the KPI metrics as desired. Additionally, this KPI measuring system will help to identify trends proactively and in a manner that will assist the District and our team in delivering an even higher level of performance while responsibly managing the public’s funds.

### A/E and GC Evaluation System

Post-construction activities include project and contract closeout, warranty management and post-occupancy evaluations. We have learned from experience that these activities should start early so that all required documentation is gathered and promptly transferred to the appropriate parties prior to project or program conclusion.

We fully understand that much of the success of the program and the specific projects rests on the performance of the various “partners” that make up the project teams, so we recognize that our involvement in the procurement processes for these partners is an important part of building the right team for the District. We will help make sure that the most qualified and most capable

consultants, professionals and builders/contractors in the marketplace will be attracted to your projects and ultimately engaged in the program. We also believe that it's of critical importance that they understand that the District, along with our team, will manage their contracts and projects with fairness and integrity.

The result of those efforts is recorded positively in what we consider a critical step in the overall process – performance evaluations of the various vendors that support the program. Sample formats of Vendor Performance Evaluations that we have utilized on prior, similar programs are found with our sample deliverables in Appendix B.

### vi. Design phase coordination and management, review approaches

The update of the Program Procedure Manual (PPM) will include a refresh on managing the contracts of the design professionals associated with SPLOST VI work. This will include but not be limited to scoping meetings, regular design meetings, periodic schedule updates, a review of the current design standards and any resulting conflicts. Our team will hold the design professionals accountable during the design phase to make sure that the District's needs are met in respect to design quality, schedule and budget.



For Palm Beach County School's Capital Improvement Program, AECOM collaborated with district staff to develop preliminary designs that allowed them to make decisions regarding site acquisition and site placement for specific projects. Our K-12 design professionals' pre-design support helped SDPBC eliminate the need to procure design services on these urgently needed projects. Providing this support in-house reduced the schedule duration by months.

We will continue to foster our existing relationships with District Facilities Maintenance, Facilities Planning and Design & Construction departments. These departments offer unrivaled knowledge of each facility and are critical to confirming the project scope of work prior to the start of schematic design.

Our team has established several best practices on the existing SPLOST program, and we propose to continue the following:

- Principal's "introductory meeting" and obtaining sign-off of scope validation documents
- Facilitating the design/peer review at various stages of design, and verify that A/E teams receive quality and timely review comments for incorporation into bid sets; this includes generating and sharing a list of commonly noted deficiencies (code and design guideline related) with design professionals
- Foster quality design documents by retaining and enhancing the already defined requirements for design stages in the A/E orientation package
- Early constructability reviews throughout project development, and documenting/sharing review comments program-wide to avoid the same issue on other projects; this process has helped prevent schedule delays and reduce costly changes during construction

In addition, we propose to incorporate the following enhancements to our approach:

- Use our scope-to-validation templates to maintain consistent documents produced by A/Es and confirm equity among campuses – our detailed tracking of approved scope will help identify trends requiring corrective action
- When necessary, undertake a value engineering analysis conducted alongside design professionals, reviewed by program managers and controlled by the District
- If cost increases appear worrisome, form a value engineering committee to review/approve the recommendations; this includes the participation of a District Design & Construction SPLOST leader, the project architect, and SPLOST project manager for consistency and validity of the decision-making process

Ultimately, as the liaison between the project team and the District, our project managers will provide timely recommendations and bring the right people together to reach decisions, verify schedules, address any delays and monitor cost to confirm the project is on budget and complies with the District's Design Guidelines and Educational Specification requirements.

## vii. Construction phase coordination and management

Our team will continue to schedule and lead notice-to-proceed meetings for every project with the awarded contractor. In addition to this, in SPLOST VI, we plan to re-start pre-construction meetings among all relevant DCSD departments. Our team will also coordinate and attend any pre-construction meetings required by the authority having jurisdiction, namely DeKalb County and various municipalities including Brookhaven, Dunwoody, and Tucker.

We plan to include in the revised Program Procedure Manual (PPM) a unified process to handle project data such as submittals, RFIs, test reports, change orders and pay applications. This would ideally be managed via the program management software that DCSD selects to use in the future, but can be initially managed in Oracle Unifier and then transitioned to the District's program of choice.

The PPM will also include updates to the contract administration, change order and payment request processes. We will apply our knowledge of the benefits and pitfalls of the existing processes to date to pinpoint and eliminate any inefficiencies and identify opportunities for improvement.

During all construction projects, we will lead owner, architect and contractor (OAC) coordination meetings to discuss school activities and schedule and cost. These meetings will be integrated in the District's chosen program management software.

Our team has the technical expertise and local knowledge to assist contractors in any schedule or cost recovery plans that may occur during the life of a project. Whether it is assisting with a value engineering option on cost or working with a third-party testing agency to develop a procedure to remediate unsuitable soils in a timely fashion, we have the tools to keep projects on schedule and under budget.

Our team will be in constant communication with the selected design professional during the life of a project to assist them in quality control and to verify that construction is adhering to the project's specifications and the District's requirements and needs. This includes reviewing and approving the project's substantial completion date and the associated punch list. Our team's current practice is to involve school staff by providing them with access to the building so they can develop their own punch list, which we then integrate into those of contractor's and design professional's rather than managing multiple parallel punch lists. This has the added benefit of showing school staff that their concerns are

being addressed, and encourages them to learn the building systems, which reinforces good practices after the contractor's workmanship warranty has expired.

The ACERM Program Management team will coordinate and document all training sessions for Facilities and school staff on all relevant new systems. These training sessions will be recorded and included in the closeout documentation for each project. This includes all warranty and operation and maintenance information. Separate copies will be delivered to the school and to the Operations office in physical and digital formats. Final payment will not be made unless all warranties and manuals are received.

During the contractor's workmanship warranty period, our team will stay in periodic contact with the end users and provide a template form to list and track any issues that need to be addressed. This is of great use during the warranty walk-throughs, both to expedite the process and to be proactive in correcting issues in real time rather than having a laundry list of items at the end of the warranty period.

Part of the lessons learned initiative that we would like to implement for SPLOST VI is a post-occupancy survey that will address more operational issues that the end user notices as they use the building. These comments can be reviewed by Facilities and used to hone their design standards to further enhance stakeholder's experiences in DCSD facilities.

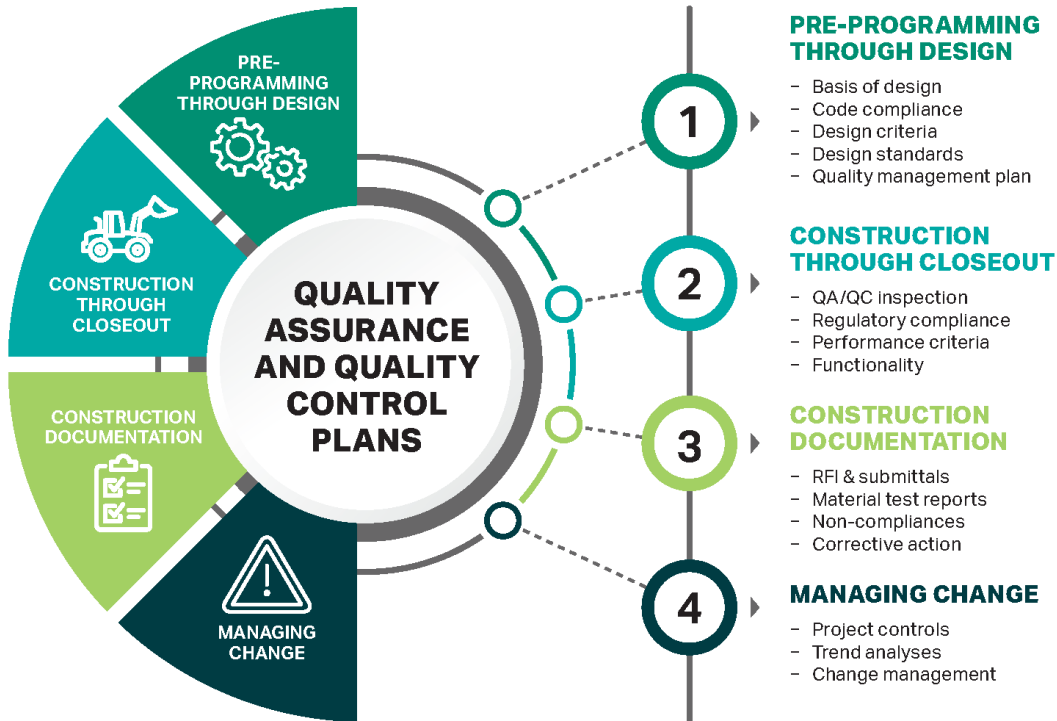
## viii. Program/Project quality assurance and control plan

To us, quality assurance & control means quality service, quality performance, quality people and quality attitudes. It means exceeding expectations, managing and minimizing risk, and meeting our commitments, both real and implied. Quality means doing things right the first time, and never accepting less than our best effort.

### Quality Assurance Plan

Achieving an exceptional level of quality on the SPLOST VI program will be natural result of minimizing risk. Because the scale and complexity of this program introduces risks in multiple areas and on multiple levels, we are enhancing our existing quality assurance & control plan to respond to anticipated program-level and project-level risks with equal effectiveness.

Based on any additional information we obtain from our initial team building meetings, we will work to enhance and customize the quality program as needed for inclusion



in our Program Procedure Manual (PPM), in the form of a quality assurance plan (QAP). We will use this plan to clearly define the methodologies our project teams will employ for QA resource allocation, training, monitoring and auditing. The resulting quality program is tailored to your specific requirements and objectives for the benefit of the entire program.

Though it will be part of the overall PPM, we expect the QAP can also be used as a stand-alone document. It will include a hierarchy of documents, policies, plans, procedures, work instructions and forms. We will use this hierarchy to provide management guidance and procedural controls as necessary to define quality requirements for each phase in order to minimize potential project risks and impacts. The plan will focus on the three following elements:

**1 Quality of Our Services**

One of the keys to avoiding design and construction missteps is to develop positive working relationship and establish clear communication with all participants. A key to building positive relationships is to set clear expectations and nurture those relationships through open communication. We strongly believe in the value of team building at the onset of the program and look forward to including partnering approaches in kick-off meetings to establish a positive basis for communication and respect among all parties.

ACERM Program Management, A Joint Venture

**2 Quality of Our Technical Work**

We have committed highly qualified technical resources and a structured approach to deliver technical quality, with subject matter experts overseeing specific and well-defined assignments. Our approach to delivering technical quality focuses on managing processes up front, often described as a “measure twice, cut once” approach.

**3 Quality of the Overall Program**

Our entire approach is structured to meet the District’s expectations and objectives. We will seek feedback from you on a regular basis to be sure we are aligned on the quality expectations for the overall program. We understand that much of this quality performance falls to the design professionals and the contractors, but we will focus every step of the way on helping them succeed, and help drive continuous process improvement.

### Quality Implementation

Based on the specific tasks and responsibilities clarified in the quality assurance plan, we will manage quality of the program and projects via the following core functions:

#### Quality Planning

Quality planning encompasses oversight of the designers' and contractors' quality control programs and performance of our team's QAP to make sure assigned work and tasks are completed in compliance with applicable standards. Our quality management process identifies, tracks, verifies and audits procurement, design, construction, commissioning and closeout metrics to confirm the final product meets the District's established levels of quality.

Before work begins, our team will use approved District documentation, such as Design Guidelines, to confirm quality standards and procedures for materials, products, methods of performance and levels of services. We also determine who is responsible for each step and look to quickly document and correct any identified deficiencies before they become critical project or program risks.

#### Quality Control

We will review materials, products, methods, performance and levels of services, then make sure contractors are following the quality procedures. To monitor QC, we:

- Conduct peer reviews of the designed buildings, systems and/or equipment to confirm compliance with applicable codes and functional requirements
- Review plans and specifications for constructability and clarity
- Confirm systems and equipment are specified and coordinated to meet required performance, operations and maintenance metrics
- Monitor contract compliance to confirm performance metrics are met through materials testing, inspections of completed work (on site and, if needed, at the fabricator's facilities) and verification of installation processes and work qualifications
- Conduct building and systems commissioning as required, compliance inspections, and preliminary and final punchlist resolution, and obtain all required testing reports confirming compliance

#### Quality Assurance

Our team's approach to monitoring QA involves reviewing QC documentation, materials, products, methods of performance, levels of service for completion, and adherence to quality standards specifications. Specifically, we:

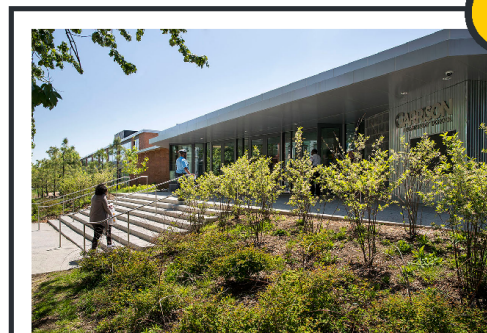
- Verify contract compliance has been monitored and established performance metrics have been met, with any identified deficiencies corrected and documented

- Verify the design teams have addressed peer review feedback, system coordination review comments, constructability review feedback, and any District-requested changes
- Review QC inspection and test results to confirm the work meets the required standards and all identified deficiencies have been corrected

We will verify each item raised during our document review process is addressed, resolved and meets your goals. At the 100% Design Development phase, we will review all the items included in the checklists and confirm issues have been addressed by the design team. We will confirm any expanded information is included as the actual building design process nears completion and as bidding documents are finalized.

During the Construction Documents phase, we will confirm constructability review comments have been addressed by the design team, and that any outside information is included in the final design documents for each phase.

Finally, during construction, our team will validate that the construction quality control process is ongoing and that any deficiencies documented during inspections, material tests, worker qualification reviews or installation methods reviews have been corrected and submitted for record. Any deviations identified during construction inspections or materials tests that cannot be corrected to the satisfaction of the inspecting agency must be reviewed by the design team and approved to allow the work to remain in place.



AECOM assessed the DC Public Schools QA/QC process in design and instituted the program's QA/QC Design Committee as the forum for program design quality decisions and guidelines. The committee focused on coordination with O&M operations and saved the district millions by implementing quality design standards on everything from FF&E to guidelines for interior finishes, lighting, windows, AV, MEP equipment, and vertical transportation.

Our team will maintain all files and documents to confirm quality assurance processes have been completed. A third-party reporting to either the District or our team should conduct periodic audits of previous results to verify identified deficiencies were addressed for full compliance within the established metrics.

### Risk Management

Though often overused, proactive is a sensible, realistic description of our approach to identifying risks, both foreseeable and unforeseeable, throughout the life of the Program. The SPLOST VI program involves multiple types of risks, and our simple five-step process will help assist the District in managing those various program and project issues:

- 1 Prepare a risk checklist or matrix that identifies anticipated and unanticipated project risks through strategic brainstorming sessions
- 2 Assign a probability factor and associated consequence factor for each risk identified
- 3 Perform quantitative analysis that assigns a "weighted risk factor" for each set of identified risks; risks can be color coded for varying risk levels
- 4 Conduct risk response planning, including assigning actions relative to each risk to reduce, mitigate, accept, transfer, share, or ignore the risk impacts
- 5 Monitor and track risk to evaluate changing conditions that may present new risks or eliminate those previously identified

We propose the formation of a risk management committee (RMC) that will assume responsibility for performing risk assessments on a regularly scheduled

basis. The RMC will be chaired by key staff of the District's SPLOST Management Team and included other District stakeholders as required. These continual risk assessments will be critical as the program moves through its various phases and working conditions.

The RMC will assess and evaluate new information that may influence assigned risk priorities and diligently monitor for new risk patterns or events. Changing work environments, new project participants, schedule impacts, and cost or funding patterns may create entirely new variables that must be considered relative to program and project status. The multiple projects, both new construction and conversions/renovations, and multiple stakeholders create a special factor that must be considered related to all identified risk. The weighting factors should be skewed to heavily to compensate for the potential stakeholder impact and this may result in a constantly changing risk dynamic.

The RMC will:

- **Draft a risk statement.** This should be established at project onset to help define acceptable levels of risk. This statement may correlate to each phase or area of risk.
- **Categorize risks.** Grouping risks into categories helps define responsibility and action. They could be grouped by project type or area, cost or schedule impacts, etc.
- **Update the risk matrix and issue reports.** Created at the beginning of the program, the risk matrix must be reviewed and updated periodically. It may need to be an item on the monthly meeting agenda. Keeping risk factors in front of the team will increase awareness and improve risk discussions and mitigation. Risk is often viewed in negative terms, but open dialogue can have positive benefits such as avoided events, reduced cost exposure, etc.



Our team will prepare a risk matrix that identifies potential program/project risks, then continually monitor and track their status.

RISK REGISTER										DRAFT		
Risk Item	Schedule Impact	Cost Impact	RMC Impact	Risk Response Strategy	Response/Action/Contingency Plan	Priority of Risk	Risk (Top 5)	Time Horizon (Near, Mid, Far)	Mitigation Strategy	ACTION (Resp/Dee Date)		
						High (1-6)	Medium (7-12)	Low (13-18)	High	Medium	Low	
Project coordination during design and permitting phases				Mitigation	Meet with A/E/C, contractor, client departments and other stakeholders to determine logistics and status of orders in varied phases of design/permitting. Determine issues, work with regulatory and design consultants to resolve, develop project schedule based on determined leadtimes, and maintain schedule.	High	High	Near	Fully define roles and responsibilities of all team members and confirm available resources to support the schedule.			
Project scoping				Mitigation	Review current project scopes in coordination with budget/feasibility assessment. Determine if Project Definition/Feasibility studies address overall scope.	High	High	Far	Incorporate life investigation activities into the schedule to allow sufficient time			
Procurement and training				Mitigation	Coordinate with District's existing 90% determine gaps, develop comprehensive proposal and processes, conducting training and rollouts.	High	High	Near	Coordinate life investigation activities into the schedule to allow sufficient time			
Adherence to funding and allocated budget				Mitigation	Client, program management design professional to hold a working session in reviewing approved budget and estimates. Project budget for effect annual start dates and include necessary validation. Coordinate with findings on scope.	High	High	Near	Start the design of FFE scope development very early in the design phase.			
Continuous pandemic				Mitigation	Review funding availability on necessary processes and plan for reserves for the District's overall capital plan. Additionally, monitor project material availability and resources, and develop contingency plan as needed.	High	High	Near	Start the design of A/E scope development very early in the design phase.			
Construction checks				Mitigation	Write the project scheduling specification to require all C/P/DCs to submit a bid/inspection schedule/letter card approved design the date of contract execution. All FFE life investigation activities for material changes to the schedule must be included in the scheduling strategy. Safety risks: The CM/DC will be required to submit a monthly permit application along with providing technical support. Any schedule change requires register, review and approval prior to approval of contractor's permit application.	High	High	Near	Start the design of Telecom scope development very early in the design phase.			
Client engagement and their decision making				Avoidance	Feasibility working sessions as needed with the A/E/C, contractors, client departments and other stakeholders. Optimize the overall program based on their. AS200 to address needs of stakeholders and integrate to be reviewed, requirement preferred for. Advisor orders to prevent backlog, continue to work closely with any additional permitting of A/E/C to identify risks with contractor the response and mitigation.	High	High	Near	Start the design of Security scope development very early in the design phase.			
					Client - Deliver resulting from time required to obtain security clearances for construction workers to access the campus.	Schedule	M	High	Start the design of Security scope development very early in the design phase.			

**ix. Software programs, web based applications, and other computer applications to be used or required for program management, scheduling and cost management tasks**

The District is currently employing two core systems in the execution of the SPLOST program: Munis, the accounting system of record, and Proliance, the project management information system (PMIS). The purpose of Munis is to report exactly where a project is financially, and the purpose of Proliance is to provide current and ongoing program and project budget and cost status, and provide a forecast of program cash flow and project final costs.

These systems currently contain overlapping information, including budgets and payments. Payments currently get started/entered into each system and over time, this has caused these two systems to become out of sync. The same issue exists with budgets. In short, no single system has all the data at any given moment.

We propose two possible solutions to this issue going forward:

**OPTION 1  
Integrate Munis and PMIS**

Integration must include payments, purchase orders, budgets, contracts, change orders and journal entries. The District is currently implementing the Contracts Module in Munis.

**OPTION 2  
Use Munis for all financial reporting**

Once the Contracts module has been implemented, Munis may be sufficient for reporting purposes. For this to work MUNIS must:

- Manage contracts, change orders and amendments
- Manage the estimate at completion (EAC)
- Be opened to a wider audience, which includes all project managers and program controls staff, as management of the EAC requires monthly review and adjustments


Under this option a PMIS would still be required for all other functions such as RFIs, submittals and scheduling. Reporting would be from a data warehouse that would contain both Munis and PMIS data.

Due to the robust management features of most PMIS systems, we recommend Option 1, as it provides you all the features in Munis and all the management features a modern PMIS offers. Proliance is at end of life, so the system must be phased out. We are converting many of the programs we are currently managing from Proliance to Oracle Unifier. We will work with the District to assess which PMIS system is best, and assist with migration to that platform. Whichever PMIS is selected, integration to Munis must be in place when the system is done to avoid the data getting out of sync.

Integrations of systems begins by identification of the key business processes. At a minimum, this process would include project and GL code, budgets, contracts, change orders, amendments, purchase orders, invoices and payments. For each of these processes we would develop a specification to include:

- Detailed Workflow: who starts, reviews and approves the process
- Key data fields for each to tie between systems: Identify which fields are to be integrated
- Trigger: What action starts the integration

Munis is a modular system, and each module has an application programming interface (API). APIs simplify the development of the integration in and out of a system. The integration to Munis therefore would be simplified. Most PMIS systems also have APIs to facilitate integrations. These include Unifier, e-Builder and Kahua. The PMIS system selected should have APIs for all modules.



AECOM has supported the selection, development, implementation, management and training on program management information systems for education clients across the country. Most recently, we implemented a PMIS and created detailed project controls and management processes to support the \$1.3 billion Broward County Public Schools Capital Improvement Program in Florida.

Our team members have developed integrations between the PMIS and accounting system on several large programs for clients such as:

- Palm Beach County Public Schools, FL
- Los Angeles Community College District, CA
- Tatweer Schools, Kingdom of Saudi Arabia
- Saadiyat Island Museums, United Arab Emirates
- Novartis, France

If the selected PMIS does not include a robust scheduling module, integration to Oracle Primavera P6 must also be considered in the implementation plan. We also bring experience with this process.

## x. Provide samples of all project deliverables

Our sample deliverables have been provided in Appendix B of this response. These deliverables were selected per those noted in the revised Appendix E - Master Agreement for Program Management Services and Appendix A - Owner's Criteria and Narrative Scope of Work.

## xi. Safety program and management

### Occupational Health and Safety Management System

Both of the firms comprising ACERM Program Management bring strong safety cultures and safety management systems (SMS) that make sure our organizations and employees achieve a high standard of safety. Safety is a critical priority to our people, projects, and reputation. Safety is built into the way we work and think. It's how we do our jobs.

The SMS contains integrated processes that provide a competent approach to deliver safe operations. It holistically organizes and prioritizes processes, resulting in systematic control of our safety commitments and responsibilities. The SMS contains controls categorize hazards and manage risks with a balanced emphasis on personal safety and process safety.

#### Processes for identifying and correcting HSE policy and procedure deficiencies.

Employees are requested to bring any deficiency to their supervisor's attention. Where reasonable, employees may immediately correct deficiencies, otherwise the supervisor takes responsibility for the corrective action. Inspections are conducted routinely. HSE audits are

conducted annually. HSE policy, program and procedures are reviewed and updated annually. An external HSE audit is conducted on an as needed basis.

#### Processes for identifying and correcting HSE hazards.

In addition to deficiency reporting, routine inspections, and audits, we implement robust site health and safety plans (HASPs), including a job hazard analysis program and site safety inspections. Job hazard analyses make sure relevant risks involved in performing a potentially hazardous tasks are identified and properly controlled. The purpose is to verify that potentially hazardous tasks are thoroughly planned, assessed, communicated, and carried out in a safe manner by competent personnel. We use lessons learned, unsafe condition, near miss, and incident reporting, as well as incident investigation in the process of identifying and correcting HSE hazards.

#### Medical surveillance and medical case management.

Employees whose role requires work in hazardous environments participate in medical screening, monitoring, and surveillance. Employees whose task requires wearing a respirator are cleared by a physician and fit tested while wearing the respirator. Employees involved in on-the-job injury are requested to see the company medical provider. Injuries are discussed to avoid someone unknowingly and unnecessarily creating medical treatment cases where normal, practical, customary decisions would result in maintaining first aid treatment.

### Inspection, Verification, Audit, and Assurance

The objective of the Inspection, Verification, Audit and Assurance Program is to deliver assurance that work is being conducted in accordance with the health and safety management system, aligned with industry best practices and regulatory requirements. The program reviews work being done to identify the health and safety conditions in work areas and determine the effectiveness of hazard management.

A safe job site and work area depend on three factors: employees, equipment, and environment. Employees must constantly be aware of possible job hazards. Short cuts in job safety shall be avoided and safe work practices followed. Equipment shall be operated safely, and protective devices associated with equipment kept in place and properly maintained. An unsafe environment is often created by forgetfulness or oversight.

Regular safety inspections eliminate hazards and promote the safety on work sites. Inspections focus employees on safety work practices and compliance with federal, state and local safety regulations and standards. We will review and evaluate this program on an annual basis, when

changes occur to regulations, and/or when operational changes occur that require revision of this document.

The safety officer is the program manager and has the ultimate responsibility for all facets of this program. The safety officer has full authority to make necessary decisions to ensure success of this program. The safety officer will review site-specific health and safety plans prior to approval to begin work and conduct audits of field operations to determine conformance, required corrective measures and systemic improvement opportunities. The safety officer will also review site verification inspections reports, conduct annual safety audits and track corrective actions to closure.

A safe jobsite or work area depends on three factors: employees, equipment, and environment. Employees must constantly be aware of all possible job hazards. Short cuts in job safety should always be avoided and safe work practices followed. Equipment shall be operated safely, and protective devices associated with the equipment must be kept in place and properly maintained. An unsafe environment is easily created by forgetfulness or oversight. Regular safety inspections eliminate hazards and determine the safety of work areas. Regular inspections are also useful in determining the safety of work practices and the degree of compliance with federal, state and local safety regulations and standards.

Our safety program consists of three types of inspections and audits:



#### **Continuous inspection – conducted by employees on the jobsite.**

Continuous inspections are conducted by employees and supervisors as part of their daily duties. This type of inspection activity and safety consciousness is a major contributor to workplace safety. Jobsite supervisors should ensure continuous safety inspections are conducted, employees are objective in their inspections and actions are taken to correct non-conformances.



#### **Quarterly verification inspection –supervisors verify quality of continuous inspection program.**

These inspections are conducted by supervisors, project managers or department managers. Verification inspections should verify jobsite inspections are being conducted and that the inspections are effectively controlling jobsite hazards. Verification inspection assess the jobsite and routine/continuous inspections to identify trends and corrective measures required to maintain a safe work environment.

Based on each quarterly verification inspection, a written verification inspection report will be prepared. These reports will be kept in the jobsite's centralized safety record-keeping system.



#### **Annual safety audit – HSE manager conducts annual audits to identify systemic failures.**

Annual audits will review prior inspections and verification inspections and include a comprehensive job site audit. Based on the audit, a report identifying deficiencies, weaknesses and recommended corrective actions will be prepared and sent to Director of Operations for appropriate action. Copies of the audit report will be sent to the jobsite supervisor and department manager. The jobsite supervisor or department manager is responsible for keeping leadership and the HSE manager updated on progress toward and closure of corrective actions.

In addition, an annual assurance report will be written based on annual audit reports and the organizations' safety performance. The aim of this report is to communicate successes, weakness, and failures of the safety management system to the executive team. The report will identify systemic problems and propose systemic solutions for review, approval for implementation.

### **HSE Competence and Training**

We monitor licenses and authorizations held by individual employees to perform regulated services and functions to make sure properly qualified and certified personnel are providing those services to clients. Health and safety competencies are defined, training is provided, and employees are tested and accredited (e.g. operating and performing authorities, gas testers, confined space). OSHA requires certain workers to be competent and others to be qualified.

Our competent and qualified employees can identify or recognize hazardous conditions. Training and experience are two ways that a person can become competent, but to be competent employees must demonstrate capabilities. A qualified person has additional training, experience, instruction that allows them to perform tasks that an unqualified person would not be able to do safely.

A good of example of the need for qualified employee is electrical work. Where a competent employee can identify electrical components and have a general knowledge of electrical hazards, qualified employees have additional knowledge, skills, and training to be able to do specialized electrical work tasks. In some cases, a degree or certification may be required as part of a qualification. In other cases, it may involve a combination of training, experience on the job training under a competent person.

Supervisors determine if an employee's work/job requires specific competencies and whether the employee needs training courses prior to work. Minimum training requirements for all personnel include:

- Health and Safety Program
- General workplace health and safety and specific hazards of employee assignments
- New job assignments
- New chemicals, processes, or equipment
- New or previously unrecognized hazards
- When required by regulatory statute

New employees attend a health and safety orientation. Additional training requirements are determined based on external (e.g. federal and state regulations or contracts) and internal requirements. Additionally, there may be circumstances under which individual or groups of employees may require re-training. At the time of initial assignment, supervisors provide site-specific training, including training on hazards in the work area and whenever tasks or work demonstrate additional training is necessary.

## xii. Plan review, permitting, inspections and occupancy certificates

ACERM Program Management is familiar with the challenges of working with DeKalb County and the various municipalities in charge of permitting and closing out projects. We will work to cultivate our relationships at the county level and continue to foster our existing relationships in cities such as Dunwoody, Brookhaven and Tucker to keep an open dialogue of upcoming projects and related challenges.

We have employed a particularly helpful strategy is to arrange a meeting between the design professionals and the various authorities having jurisdiction (AHJs) to discuss projects and get feedback *before* the plans are submitted for permit. This eliminates a round of plan review responses but also shows that DCSD is acting as a good neighbor to the various entities in DeKalb County.

Our team constantly reviews contractors' project teams to determine if their demeanor is conducive to a positive relationship with the authority(ies) having jurisdiction and determine if any potential personality issues will negatively impact the project during the inspection process. We will work hand-in-hand with the contractor and AHJ to obtain certificates of occupancy in a timely manner and provide copies to Operations and the respective schools.

When communication is open among DCSD, the contractor and the AHJ, this is a smooth process. In the event that mitigating factors create a challenge, our team will work in good faith to satisfy the AHJ as quickly as possible, explain the situation and the impacts to the

District, elevate the discussion if necessary and generate a plan to complete the necessary tasks to obtain the certificate of occupancy in the most expeditious manner possible.

## xiii. Procurement coordination and management

Our team currently works hand in hand with the District's procurement department and will continue this positive relationship into SPLOST VI. We will coordinate with the procurement manager to keep an updated bid list and schedule to keep all activities on track. Our project managers will attend pre-bid/proposal meetings, provide a scope description, assist in answering any questions by bidders and lead site visits.

We would be happy to continue to be included in the evaluation of bids. Our proposed personnel are familiar with the current process, meaning there will be no learning curve to our assistance.

During the bid period, the project team will monitor market interest toward successful bid openings and review addenda and cost estimates provided by the design team for budget reconciliation to support a recommendation of award. Our bid strategy also encourages the solicitation of value engineering opportunities from the bidders. All documented value engineering ideas are further developed during the contractor interview process. Before we produce our contract award recommendation, we confirm the contractor understands the project vision.

Our team will employ a procurement specialist to assist DCSD in processing contracts and monitoring that they are processed in a timely fashion. Using the knowledge from the previous two SPLOST programs, we are familiar with the various necessary permits for all areas of DeKalb County. This will be discussed with the design professionals at their notice-to-proceed meeting and tracked through the design phase to ensure that at the time of contractor award, a permit is ready to be picked up.



# Section D.4

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## Fee Structure



## **Fee Structure**

Please see the following pages for completed and signed Attachment I – Program Manager Price Proposal, which includes our lump sum price and breakdown of staff positions with hourly and monthly rates.

**Attachment I**  
**Program Management Services Price Proposal Form**

DeKalb County Board of Education  
 Sam A. Moss Service Center  
 1780 Montreal Road  
 Tucker, Georgia 30084

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Contractor,

ACERM Program Management, A Joint Venture \_\_\_\_\_,  
*{legal name of Contractor}*  
 One Midtown Plaza, 1360 Peachtree Street NE, Suite 500 \_\_\_\_\_  
 Atlanta, GA 30309 \_\_\_\_\_,  
*{address of Contractor}*  
 404-965-9600 \_\_\_\_\_,  
*{telephone number of Contractor}*  
 john.d.wright@aecom.com \_\_\_\_\_,  
*{email address}*

having carefully examined the proposed form of Master Agreement for Program Management Services (the "Agreement" or the "Contract") and the Owner's standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for Project: **Program Management Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Lump Sum Price, Schedule and other matters set forth below:

**A. The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Program Management Services.**

**E-SPLOST VI PROGRAM MANAGEMENT SERVICES**

1.	All Program Management Services Year 1:		\$	917,484.40
2.	All Program Management Services Year 2:		\$	1,290,852.52
3.	All Program Management Services Year 3:		\$	3,089,040.05
4.	All Program Management Services Year 4:		\$	3,018,970.31
5.	All Program Management Services Year 5:		\$	2,390,592.37
<b>Total E-SPLOST VI PROGRAM MANAGEMENT SERVICES</b>			<b>\$</b>	<b>10,706,939.65</b>

<b>E-SPLOST V PROGRAM MANAGEMENT SERVICES</b>			
1.	All Program Management Services Year 1:	\$	\$ 2,602,453.21
2.	All Program Management Services Year 2:	\$	\$ 1,876,278.78
<b>Total E-SPLOST V PROGRAM MANAGEMENT SERVICES</b>			<b>\$ 4,478,731.99</b>
(\$ <u>\$ 15,185,671.64</u> ), which sum shall constitute the combined total of			
<b>E-SPLOST VI and E-SPLOST V Program Management Services.</b>			

Fifteen Million One Hundred Eightyfive Thousand Six Hundred Seventy One and 64/100 dollars  
 [written in words]

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

<b>Rate for Staff</b>		
<b>Job Title</b>	<b>Name of Staff Member</b>	<b>Rate Per Month</b>
Program Director	Mel Butler, Jr.	\$ 35,263.62
Deputy Program Director	Brian Albanese	\$ 29,484.00
Senior Project Manager	Ryan Fernandez	\$ 21,639.42
Senior Project Manager	Atiba Nunnally	\$ 25,363.80
Project Manager	Michael Hall	\$ 23,046.66
Project Manager	Lamonte Artis	\$ 26,460.00
Project Manager	Carl Henry	\$ 19,553.94
Project Manager	Jorge Molina	\$ 25,174.80
Project Engineer	Bianca George	\$ 22,680.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 33,604.20
Program Controls Manager	David Wood	\$ 34,776.00
Project Accounting Specialist	Rajvee Rathod	\$ 12,285.00
Procurement Specialist	Jacqueline Knight	\$ 18,378.36
Design (Peer) Review	Angel Flores & Team	\$ 26,271.00
Quality Assurance Manager	Eno Aboagye-Atta	\$ 26,894.70
Administrative Assistant	Patti Boston	\$ 12,553.38
Clerical		\$ 10,584.00
Safety Coordinator	David Killingsworth	\$ 23,436.00
Program Scheduler/P6	Natalie Duquesnay	\$ 30,100.14

**E-SPLOST V PROGRAM MANAGEMENT SERVICES**

1. All Program Management Services Year 1: \$ \_\_\_\_\_
2. All Program Management Services Year 2: \$ \_\_\_\_\_
- Total E-SPLOST V PROGRAM MANAGEMENT SERVICES \$ \_\_\_\_\_**

(\$ \_\_\_\_\_), which sum shall constitute the combined total of E-SPLOST VI and E-SPLOST V Program Management Services.

\_\_\_\_\_ dollars  
 [written in words]

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

Job Title	Name of Staff Member	Rate Per Hour
Program Director	Mel Butler, Jr.	\$ 93.29
Deputy Program Director	Brian Albanese	\$ 78.00
Senior Project Manager	Ryan Fernandez	\$ 54.00
Senior Project Manager 2	Atiba Nunnally	\$ 67.10
Project Manager	Michael Hall	\$ 60.97
Project Manager	Lamonte Artis	\$ 70.00
Project Manager	Carl Henry	\$ 60.69
Project Manager	Jorge Molina	\$ 66.60
Project Engineer	Bianca George	\$ 60.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 88.90
Program Controls Manager	David Wood	\$ 92.00
Project Accounting Specialist	Rajvee Rathod	\$ 32.50
Procurement Specialist	Jacqueline Knight	\$ 48.62
Design (Peer) Review	Angel Flores & Team	\$ 69.50
Quality Assurance Manager	Eno Aboagye-Atta	\$ 71.15
Administrative Assistant	Patti Boston	\$ 33.21
Clerical		\$ 28.00
Safety Coordinator	David Killingsworth	\$ 62.00
Program Scheduler/P6	Natalie Duquesnay	\$ 79.64

**C. Alternates to your Fixed Contract Price**

The undersigned Contractor further agrees that if any of the following Alternates as described RFP documents are accepted, the following amounts shall be added to Fixed Price. **Note: If the cost of this service is included in your Fixed Price, please indicate by inserting N/A for Alternate 1.**

<b>Alternate No. 1: Capital Program Management software (CPM)</b>					
	Seven Hundred Thirty Three Thousand and Two Hundred	Dollars	(	\$	733,200.00 )
	<i>[written in words]</i>				
Please provide a detailed description of your proposed system:					
<u>Oracle Primavera Unifier. SaaS Licensing Option. Oracle Unifier Project Controls and Unifier Collaborator with Autovue 2D / 100 Users. 50 Collaborators (Autovue not required). Primavera Unifier Contractor Cloud Services to access the following modules or functionalities: Document Manager, Business Processes, Mailbox. Clarifications: No implementation or integration services included (per RFP). Please refer to Attachment I.C.1 for Detailed System Features Description</u>					

**D. Reimbursable Expenses**

The Owner will provide office space, office telephones, furniture, office supplies, and file cabinets for the Project Manager's Staff. All other costs of the Offeror's Office will be borne by the Offeror and are included in the rates quoted above. The Offeror will be reimbursed at cost and without mark-up for reasonable out of town travel expenses if requested by the Owner. The cost of printing, for drawings, specifications, and bid packages will be paid by the Owner.

**E. The undersigned Contractor hereby acknowledges receipt of the following Addenda:**  
*[insert the number and date of each Addendum; if none, insert "None"]*

Addendum No. 1, dated 3/16/22 and Addendum No. 2 dated 3/29/22

The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, Contractor represents and warrants that:

- (a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or

### **C. Alternates to your Fixed Contract Price**

#### Attachment I.C.1. - Detailed System Features Description

Primavera Unifier provides solutions for capital project and portfolio management, facilities management, and real estate portfolio management. Primavera Unifier's web-based platform optimizes and integrates critical business processes, data, and documents across the organization. Its intuitive user interface can be tailored to your business to increase adoption, minimize training, and deliver rapid time to value. Whether employing prebuilt templates out of the box or building new configurations from scratch, Primavera Unifier delivers the best combination of ease of use and flexibility. One aspect of the Unifier suite is Unifier Project Controls which is the most configurable asset lifecycle platform for managing project portfolios, controlling costs, and facilitating collaboration and communications across projects. Primavera Unifier enables owners to boost efficiency and transparency, limit risk, and improve decision-making across their capital project and program management teams. Manage costs with the power to handle the most complex cost control requirements, cash flow, and fund analyses to provide automation, governance, and visibility. Collaborate and capture documentation and decisions with configurable business workflows for a centralized location of all project records.

- Top-down and bottom-up visibility for planners and project managers
- Powerful cash flow capabilities across the portfolio lifecycle
- Multiple scenarios and data linked to projects during execution
- Budget, commitment, spend, variance, and forecast management
- Cash flow curve generation for projects, contracts, line items, and cost codes
- Summary cash flow forecasts
- Contract management and change controls
- Mobile application for task management
- Two-way integration with Primavera P6 Enterprise Project Portfolio Management
- Support for transaction currencies, project currencies, and future exchange rate estimates
- Configurable and out-of-the-box business workflows
- Templates for rapid setup and deployment
- Advanced document management
- Document traceability, alerts, and reports for control and compliance
- Detailed audit log

**C. Alternates to your Fixed Contract Price**

Attachment I.C.1. - Detailed System Features Description (Cont'd.)

- Prioritize investments to maximize return
- Ensure efficient use of available capital funds
- Configure and automate business processes to match corporate workflow needs
- Enforce business rules for budgeting, commits, funding and for compliance and routing of documents
- Manage a single project, an entire portfolio, or next year's plans
- Gain immediate visibility into problem areas
- Plan ahead for each contract, line item, or cost code
- Gain visibility into balances, disposition, and status of each funding source
- Reduce management time for securing funding and grants
- Fulfill governance and regulatory reporting and auditing requirements
- Utilize granular permissions control and detailed audit log

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presently under construction, to the extent that such documentation relates to the Services or Work for which this Proposal is submitted;

(c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,

(d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

\_\_\_\_\_  
[typed name of Contractor]

By: \_\_\_\_\_ [seal]  
[signature]

\_\_\_\_\_  
[typed name and title]

\_\_\_\_\_  
[address of Contractor]

(\_\_\_\_\_) \_\_\_\_\_  
[business telephone number]

\_\_\_\_\_  
[date of execution]

If the Contractor is a joint venture, please indicate by signing below.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

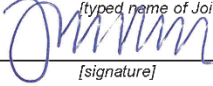
Respectfully submitted,

ACERM Program Management, A Joint Venture

*[typed name of Joint Venture]*

By: AECOM Technical Services, Inc.

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

John Wright, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

One Midtown Plaza, 1360 Peachtree St NE, Suite 500, Atlanta, GA 30309

*[address of Joint Venture partner]*

( 404 ) 965-9600

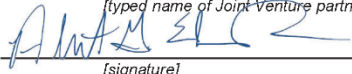
*[business telephone number]*

4/12/22

*[date of execution]*

By: Corporate Environmental Risk Management (CERM)

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

Al Edwards, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

1990 Lakeside Parkway, Suite 300, Tucker, GA 30084

*[address of Joint Venture partner]*

( 679 ) 999-0173

*[business telephone number]*

4/12/22

*[date of execution]*

**Attachment I**  
**Program Management Services Price Proposal Form**

DeKalb County Board of Education  
 Sam A. Moss Service Center  
 1780 Montreal Road  
 Tucker, Georgia 30084

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Contractor,

ACERM Program Management, A Joint Venture \_\_\_\_\_,  
*[legal name of Contractor]*  
 One Midtown Plaza, 1360 Peachtree St NE, Suite 500 \_\_\_\_\_  
 Atlanta, GA 30309 \_\_\_\_\_,  
*[address of Contractor]*  
 404-965-9600 \_\_\_\_\_,  
*[telephone number of Contractor]*  
 john.d.wright@aecom.com \_\_\_\_\_,  
*[email address]*

having carefully examined the proposed form of Master Agreement for Program Management Services (the "Agreement" or the "Contract") and the Owner's standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for Project: **Program Management Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Lump Sum Price, Schedule and other matters set forth below:

**A. The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Program Management Services.**

**E-SPIST VI PROGRAM MANAGEMENT SERVICES**

1.	All Program Management Services Year 1:		\$
2.	All Program Management Services Year 2:		\$
3.	All Program Management Services Year 3:		\$
4.	All Program Management Services Year 4:		\$
5.	All Program Management Services Year 5:		\$
6.	Program Management Services 15 Months:		\$ 1,721,871.34
<b>E-SPIST VI PROGRAM MANAGEMENT SERVICES</b>			<b>\$ 1,721,871.34</b>

**E-SPLOST V PROGRAM MANAGEMENT SERVICES**

1.	All Program Management Services Year 1:	\$	\$
2.	All Program Management Services Year 2:	\$	\$
<b>Total E-SPLOST V PROGRAM MANAGEMENT SERVICES</b>			<b>\$</b>
(\$ <u>\$ 1,721,871.34</u> ), which sum shall constitute the combined total of			
<b>15 Months E-SPLOST VI Program Management Services.</b>			

One Million Seven Hundred Twentyone Thousand Eight Hundred Seventy One and 34/100	Dollars
[written in words]	

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

Rate for Staff		
Job Title	Name of Staff Member	Rate Per Month
Program Director	Mel Butler, Jr.	\$ 35,263.62
Deputy Program Director	Brian Albanese	\$ 29,484.00
Senior Project Manager	Ryan Fernandez	\$ 21,639.42
Senior Project Manager	Atiba Nunnally	\$ 25,363.80
Project Manager	Michael Hall	\$ 23,046.66
Project Manager	Lamonte Artis	\$ 26,460.00
Project Manager	Carl Henry	\$ 19,553.94
Project Manager	Jorge Molina	\$ 25,174.80
Project Engineer	Bianca George	\$ 22,680.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 33,604.20
Program Controls Manager	David Wood	\$ 34,776.00
Project Accounting Specialist	Rajvee Rathod	\$ 12,285.00
Procurement Specialist	Jacqueline Knight	\$ 18,378.36
Design (Peer) Review	Angel Flores & Team	\$ 26,271.00
Quality Assurance Manager	Eno Aboagye-Atta	\$ 26,894.70
Administrative Assistant	Patti Boston	\$ 12,553.38
Clerical		\$ 10,584.00
Safety Coordinator	David Killingsworth	\$ 23,436.00
Program Scheduler/P6	Natalie Duquesnay	\$ 30,100.14

**E-SPLOST V PROGRAM MANAGEMENT SERVICES**

1. All Program Management Services Year 1: \$ \_\_\_\_\_
2. All Program Management Services Year 2: \$ \_\_\_\_\_
- Total E-SPLOST V PROGRAM MANAGEMENT SERVICES \$ \_\_\_\_\_**

(\$ \_\_\_\_\_), which sum shall constitute the combined total of E-SPLOST VI and E-SPLOST V Program Management Services.

\_\_\_\_\_ dollars  
 [written in words]

**B. Fee Structure**

The Offeror understands and agrees that it will be compensated for staff on a monthly basis. The Fee Structure set forth below identifies the cost for each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent **the Offeror's sole compensation and that it includes adequate amounts to cover the cost of personnel, home and field office overhead, and profit.** Offeror may alter the titles of the position listed below as needed. The proposed rate per month will be inserted the Contract Price in Exhibit A of the Master Agreement for Program Management Services. **The Offeror's proposed Staff and monthly cost of providing supplemental project management services is as follows:**

Job Title	Name of Staff Member	Rate Per Hour
Program Director	Mel Butler, Jr.	\$ 93.29
Deputy Program Director	Brian Albanese	\$ 78.00
Senior Project Manager	Ryan Fernandez	\$ 54.00
Senior Project Manager 2	Atiba Nunnally	\$ 67.10
Project Manager	Michael Hall	\$ 60.97
Project Manager	Lamonte Artis	\$ 70.00
Project Manager	Carl Henry	\$ 60.69
Project Manager	Jorge Molina	\$ 66.60
Project Engineer	Bianca George	\$ 60.00
Construction Cost Estimaing/V.E.	Daniel Castellon & Team	\$ 88.90
Program Controls Manager	David Wood	\$ 92.00
Project Accounting Specialist	Rajvee Rathod	\$ 32.50
Procurement Specialist	Jacqueline Knight	\$ 48.62
Design (Peer) Review	Angel Flores & Team	\$ 69.50
Quality Assurance Manager	Eno Aboagye-Atta	\$ 71.15
Administrative Assistant	Patti Boston	\$ 33.21
Clerical		\$ 28.00
Safety Coordinator	David Killingsworth	\$ 62.00
Program Scheduler/P6	Natalie Duquesnay	\$ 79.64

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**C. Alternates to your Fixed Contract Price**

The undersigned Contractor further agrees that if any of the following Alternates as described RFP documents are accepted, the following amounts shall be added to Fixed Price. **Note: If the cost of this service is included in your Fixed Price, please indicate by inserting N/A for Alternate 1.**

**Alternate No. 1:** Capital Program Management software (CPM).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
[written in words]

Please provide a detailed description of your proposed system: \_\_\_\_\_

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**D. Reimbursable Expenses**

The Owner will provide office space, office telephones, furniture, office supplies, and file cabinets for the Project Manager's Staff. All other costs of the Offeror's Office will be borne by the Offeror and are included in the rates quoted above. The Offeror will be reimbursed at cost and without mark-up for reasonable out of town travel expenses if requested by the Owner. The cost of printing, for drawings, specifications, and bid packages will be paid by the Owner.

**E. The undersigned Contractor hereby acknowledges receipt of the following Addenda:**  
**[insert the number and date of each Addendum; if none, insert "None"]**

Addendum No. 1, dated 3/16/22, and Addendum No. 2, dated 3/29/22

---

The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, Contractor represents and warrants that:

- (a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or

---

presently under construction, to the extent that such documentation relates to the Services or Work for which this Proposal is submitted;

(c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,

(d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

\_\_\_\_\_  
[typed name of Contractor]

By: \_\_\_\_\_ [seal]  
[signature]

\_\_\_\_\_  
[typed name and title]

\_\_\_\_\_  
[address of Contractor]

(\_\_\_\_\_) \_\_\_\_\_  
[business telephone number]

\_\_\_\_\_  
[date of execution]

If the Contractor is a joint venture, please indicate by signing below.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

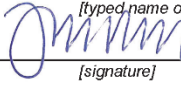
Respectfully submitted,

ACERM Program Management, A Joint Venture

*[typed name of Joint Venture]*

By: AECOM Technical Services, Inc.

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

John Wright, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

One Midtown Plaza, 1360 Peachtree St NE, Suite 500, Atlanta, GA 30309

*[address of Joint Venture partner]*

( 404 ) 965-9600

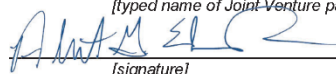
*[business telephone number]*

4/12/22

*[date of execution]*

By: Corporate Environmental Risk Management

*[typed name of Joint Venture partner]*

By:  [seal]

*[signature]*

Al Edwards, JV Executive Committee Member/Co-Principal-in-Charge

*[typed name and title]*

1990 Lakeside Parkway, Suite 300, Tucker, GA 30084

*[address of Joint Venture partner]*

( 678 ) 999-0173

*[business telephone number]*

4/12/22

*[date of execution]*





# Required Forms and Attachments

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The following pages contain completed required forms:

Required Form	Signed by
Attachment A: Program Manager Contractor's Checklist (2 pages) (includes acknowledgment of addenda)	ACERM Program Management Team
Attachment B1: Corporate Certificate (1 page)	AECOM CERM
Attachment C: Subcontractor Listing (1 page)	ACERM Program Management Team
Attachment D: Offeror's and Individual's Affidavit of Noncollusion (2 pages)	AECOM CERM
Attachment E: Conflict of Interest Disclosure Form (2 pages)	AECOM CERM
Attachment F: Consent to Release Information (1 page)	AECOM CERM
Attachment H: Suspension and Debarment Certification (1 page)	AECOM CERM
Attachment J: Immigration and Security Certification	AECOM CERM

Certificates of insurance for each firm are also provided following the forms. Attachment I – Program Manager Price Proposal was included in response to Section D.4: Fee Structure, and business licenses were provided in response to Section 2.2.



**Revised ATTACHMENT A: PROGRAM MANAGER CHECKLIST AND CERTIFICATION**

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 22-752-025 Program Management Services** containing a full set of documents:

**IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.**

<b>Owner's Standard Forms:</b>		<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
Attachment A	Program Manager Contractor's Checklist (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input checked="" type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Not Applicable	YES	<input checked="" type="checkbox"/>
Attachment H	Suspension and Debarment Certification (1 page)	YES	<input checked="" type="checkbox"/>
Attachment I	Program Manager Price Proposal (4 pages)	YES	<input checked="" type="checkbox"/>
Attachment J	Immigration and Security Certification (8 pages)	YES	<input checked="" type="checkbox"/>
Attachment K	No Submittal Response Form (1 page)	N/A	

<b>Other Requirements:</b>		<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
Sample Certificate of Insurance, per General Requirements Item G.		YES	<input checked="" type="checkbox"/>
Copy of Business License, per General Requirements Item T.		YES	<input checked="" type="checkbox"/>
Acknowledgement of ALL addenda (if any) on next page.		YES	<input checked="" type="checkbox"/>

<b>Owner's Appendices:</b>	
Appendix A:	Owner's Narrative and Scope of Work (6 pages)
Appendix B:	Not Applicable
Appendix C:	Not Applicable
Appendix D:	Not Applicable
Appendix E:	Master Agreement for Program Management Services (33 pages)
Appendix F:	Subcontractor Affidavit of Noncollusion (1 page)

<b>Owner's Exhibits:</b>	
Exhibit A	Proposal Evaluation Form (1 page)
Exhibit B	Proposed SPLOST VI 2022-2027 Project List (1 page)
Exhibit C	Remaining SPLOST V Project List (4 pages)
Exhibit D	SPLOST VI – Anticipated Cash Flow Analysis (5 pages)



Indicate **Addenda(s) Nos.** 1 and 2 received (**none unless indicated here**). The Program Manager is responsible for reading and understanding all sections of this RFP and affirms that the Program Manager shall be bound by all of the terms and conditions contained in this RFP.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Firm and its officers and employees have not entered into any agreement with any other Firm or prospective Firm or with any other person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFP.

Name of Program Manager: Mel Butler, Jr., CCM

Signature: 

Printed Name: John Wright

Title: Vice President Date: 4/11/2022

Sworn to and subscribed before me this 11<sup>TH</sup> day of APRIL, 2022.

Notary Public:  My commission expires: 6/5/23



**THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES.**

**ATTACHMENT B1: CORPORATE CERTIFICATE  
Proposals**

---

STATE OF California  
COUNTY OF Los Angeles

I, Armond Tatevossian, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that John Wright who signed said proposal on behalf of the offeror was then Vice President/Authorized Signatory of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of California.

  
\_\_\_\_\_  
[signature]

Armond Tatevossian  
\_\_\_\_\_  
[typed name]



Subscribed and sworn to  
before me this \_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_.

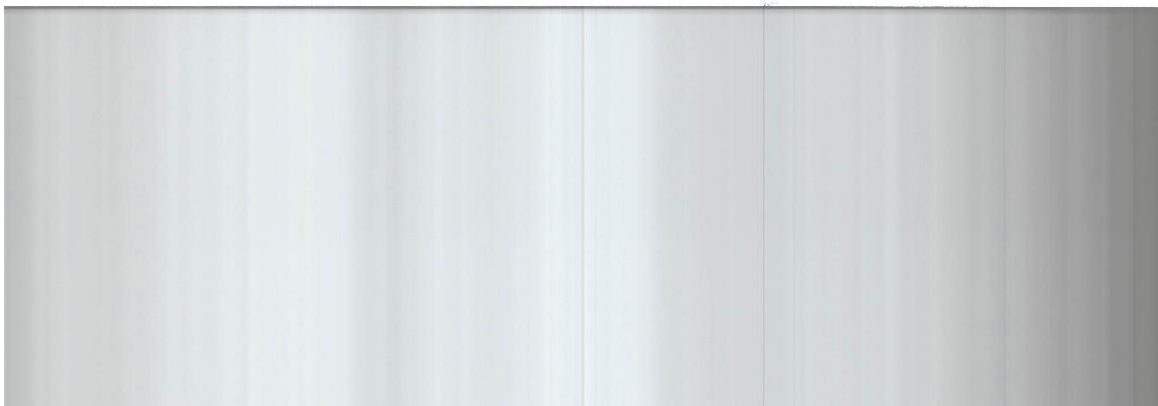
(SEAL)

*ats*  
(See attached)

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

My Commission Expires:  
\_\_\_/\_\_\_/\_\_\_

**RFP 22-752-025 – Program Management Services**



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

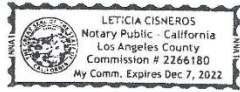
\_\_\_\_\_  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 18th day of March, 2022,  
 by Armond Tatevossian  
 (1) \_\_\_\_\_  
 (and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature [Handwritten Signature]  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

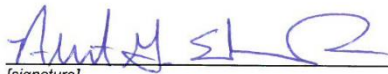
**Description of Attached Document** Attachment B1: Corporate Certificate Proposals  
**Title or Type of Document:** Re: RFP 22-752-025 - Program Management Services **Document Date:** None Provided  
**Number of Pages:** 1 **Signer(s) Other Than Named Above:** None

**ATTACHMENT B3: ENTITY CERTIFICATE  
Proposals**

---

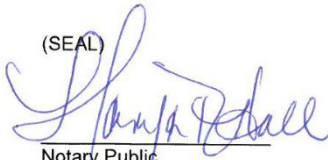
STATE OF GEORGIA  
COUNTY OF DEKALB

I, N/A, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that Albert G. Edwards who signed said proposal in behalf of the offeror was then CEO & President of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a LLC organized under the laws of the State of Georgia.

  
[signature]

Albert G. Edwards, CEO & President  
[typed name]

Subscribed and sworn to  
before me this 15 day of  
March, 2022.

(SEAL)  
  
Notary Public



My Commission Expires:  
8/14/25

**RFP 22-752-025 – Program Management Services**

**ATTACHMENT C: SUBCONTRACTOR LISTING**  
(Proposals)

TO: DEKALB COUNTY BOARD OF EDUCATION  
hereinafter called "Owner"


RFP No. 22-752-025  
Project No. N/A

Pursuant to proposal requirements for the Projects known as Program Management Services the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER
Program/project management support	R L Brown & Associates	250 E. Ponce De Leon Ave., 8th Floor Decatur, GA 30030
	Robert Brown	678-640-0196

*Use Additional Sheets If Necessary  
Provide Signature Identical To That  
Shown On The Proposal Form*

OFFEROR: ACERM Program Management, A Joint Venture  
*[typed proper name of Offeror]*

By:   
*[signature]*

John Wright, Vice President, AECOM  
*[name and title]*

**ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF Georgia

COUNTY OF DeKalb

COMES NOW,

AECOM Technical Services, Inc. ("Offeror"),  
*[name of Offeror]*

appearing by and through John Wright, it's Vice President  
*[insert name of individual with authority to bind Offeror]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant"), and \_\_\_\_\_ *in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education for Program Management Services RFP No. 22-752-025 (the "Project").

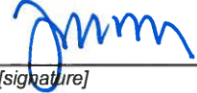
3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

AECOM Technical Services, Inc.  
[insert name of Offeror]

and John Wright  
[insert name of Individual And Representative Affiant]

By:  \_\_\_\_\_, both individually and on behalf of Offeror as its  
[signature]

Vice President  
[insert title]

Individual Affiants' signatures and names:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

Sworn to and subscribed before me this 11<sup>th</sup> day of APRIL, 2022

Notary Public:  My commission expires: 6/5/23



**ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF GEORGIA

COUNTY OF DEKALB

COMES NOW, Corporate Environmental Risk Management, LLC ("Offeror"),  
*[name of Offeror]*

appearing by and through Albert G. Edwards, it's CEO & President  
*[insert name of individual with authority to bind Offeror]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant"), and \_\_\_\_\_ *in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education for Program Management Services RFP No. 22-752-025 (the "Project").

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This 31<sup>st</sup> day of March, 2022

Corporate Environmental Risk Management, LLC  
[insert name of Offeror]

and Albert G. Edwards  
[insert name of Individual And Representative Affiant]

By: [Signature], both individually and on behalf of Offeror as its  
[signature]

CEO & President  
[insert title]

Individual Affiants' signatures and names:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

x N/A  
Name:

Sworn to and subscribed before me this 31<sup>st</sup> day of March, 2022.

Notary Public: [Signature] My commission expires: 8/17/2025

(SEAL)



**ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), John Wright am the (*Title*)  
Vice President and I am the duly authorized  
 representative of the firm of (*Firm Name*) AECOM Technical Services, Inc.  
 \_\_\_\_\_ (the "Firm") for purposes of this  
 Affidavit, whose address is (*Firm Address*) One Midtown Plaza, 1360 Peachtree St NE,  
Atlanta, GA 30360, and I possess the legal authority to make this Affidavit on  
 behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

*[Continued on next Page]*

4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: 

Printed Name: John Wright

Firm Name: AECOM Technical Services, Inc.

Date: 4/11/2022

Sworn to and described before me this 11<sup>TH</sup> day of APRIL, 2022

Personally known: \_\_\_\_\_

OR Produced Identification: Identification

Type of Identification: License

Notary Public – State of Georgia

My Commission Expires 06/05/2023

Affix Notary Seal Here: 





4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: Albert G. Edwards

Printed Name: Albert G. Edwards, CEO & President

Firm Name: Corporate Environmental Risk Management, LLC

Date: 3/25/22

Sworn to and described before me this 25<sup>th</sup> day of March, 2022

Personally known: Ltanya R. Hall Ltanya Hall

OR Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public – State of Georgia

My Commission Expires 8/14/2025

Affix Notary Seal Here:



**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 11 day of APRIL, 2022.

John Wright  
*[Printed name of person or entity consenting to release of information]*

By: 

Printed name: John Wright

Printed Title: Vice President

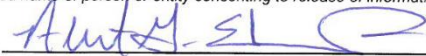
**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 25<sup>TH</sup> day of March, 2 022 .

Corporate Environmental Risk Management, LLC

*[Printed name of person or entity consenting to release of information]*

By: 

Printed name: Albert G. Edwards

Printed Title: CEO & President



**ATTACHMENT H**

**SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: AECOM Technical Services Inc. /  Date: 4/11/2022  
(Offeror Company Name/Certifying Official Signature)



**ATTACHMENT H**

**SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: Corporate Environmental Risk Management, LLC Date: 3/25/22  
**(Offeror Company Name/Certifying Official Signature)**

## ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) AM (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

*or*

(b) \_\_\_\_\_ (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

*or*

(c) \_\_\_\_\_ (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) AM (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) AM (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the

authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

- 5) JM (Initial here) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

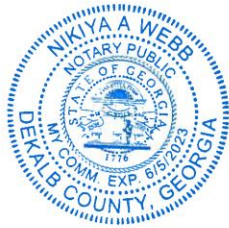
<u>JMM</u> Signature	<u>4/11/2022</u> Date
411650	1988
EEV/Basic Pilot Program User Identification Number	Date of Authorization

Firm Name: AECOM Technical Services, Inc.  
Street/Mailing Address: One Midtown Plaza, 1360 Peachtree Street NE  
City, State, Zip Code: Atlanta, GA 30360  
Telephone Number: 404-202-1537  
Email Address: john.wright@aecom.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

11<sup>TH</sup> DAY OF APRIL, 20 22  
Nikiya A Webb  
Notary Public

My Commission Expires: 6/5/2023



## ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) AS (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. **[Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];**

or

(b) \_\_\_\_\_ (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. **[Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];**

or

(c) \_\_\_\_\_ (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) AS (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) AS (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-22-23      07      2019		<b>CONTACT NAME:</b> Marsh Risk & Insurance Services <b>PHONE (A/C No, Ext):</b> 213-346-5000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> LosAngeles.CertRequest@marsh.com															
<b>INSURED</b> AECOM AECOM Technical Services, Inc. 1360 Peachtree Street, Suite 500 Atlanta, GA 30309		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Property &amp; Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co.</td> <td>27960</td> </tr> <tr> <td>INSURER D : SEE ACORD 101</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property & Casualty Insurance Co.	20699	INSURER C : Illinois Union Insurance Co.	27960	INSURER D : SEE ACORD 101	N/A	INSURER E :		INSURER F :	
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INSURER F :																	

**COVERAGES**      **CERTIFICATE NUMBER:** LOS-002188443-17      **REVISION NUMBER:** 22

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G72489974	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT-OWNED AUTOS ONLY		ISA H25564959	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		XEU G46880043 005	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	SEE ACORD 101	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 005 "CLAIMS MADE"	04/01/2022	04/01/2023	Per Claim/Agg 3,000,000 Defense Included

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: OPP #426196, Program Management Services for the DeKalb County Board of Education

The DeKalb County School District and The DeKalb County Board of Education are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Please note AECOM complies with the General Liability, Auto Liability and Umbrella limit requirements. Required Umbrella limits sit above the primary limits increasing the total limits. Umbrella limits are shown as the difference between the total limits and the maximum primary limits.

\*\*See Attached\*\*

<b>CERTIFICATE HOLDER</b> The DeKalb County School District and The DeKalb County Board of Education Attn: Sam. A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services <i>Marsh Risk &amp; Insurance Services</i>
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AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 1360 Peachtree Street, Suite 500 Atlanta, GA 30309	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM DESCRIPTION SECTION:

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C68926361	Indemnity Insurance Company of North America - NAIC # 43575	AOS, Including California
WLR C68926324	ACE American Insurance Company - NAIC # 22667	MA
SCF C68926440	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

If the insurer for the General Liability or Automobile Liability or Workers Compensation or Professional Liability policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

POLICY NUMBER: ISA H25564959

55  
Endorsement Number: 145

**COMMERCIAL AUTO  
CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> AECOM</p> <p><b>Endorsement Effective Date:</b></p>
--

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> The Ownership Entity(ies)of all projects under contract and their respective assignees, members, partners, shareholders, directors, officers, employees, construction consultants, and agents</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: HDO G72489974

Endorsement Number: 117

**COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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<b>PRODUCER</b> Insurance Office of America, Inc. 100 Galleria Parkway Suite 600 Atlanta GA 30339	<b>CONTACT NAME:</b> Lisa Frady <b>PHONE (A/C No, Ext):</b> 770-250-0161 <b>FAX (A/C No):</b> 678-919-1151 <b>E-MAIL ADDRESS:</b> lisa.frady@ioausa.com														
<b>INSURED</b> Corporate Environmental Risk Management, LLC 1990 Lakeside Parkway Suite 300 Tucker GA 30084	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Century Surety Company</td> <td>36951</td> </tr> <tr> <td>INSURER B: Star Insurance Company</td> <td>18023</td> </tr> <tr> <td>INSURER C: Union Insurance Company</td> <td>25844</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Century Surety Company	36951	INSURER B: Star Insurance Company	18023	INSURER C: Union Insurance Company	25844	INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES      CERTIFICATE NUMBER: 1162662855      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CCP1039867	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NONOWNED AUTOS ONLY	Y    Y	CAA4428547	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CCP1039868	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	WC0836847	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab. Pollution Liab.		CCP1039867	2/1/2022	2/1/2023	Each Claim 2,000,000 Each Occurrence 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: DeKalb County School District ESPLOST V Bond Program

Professional Liability Coverage is Claims-Made & the General Aggregate applies to it. Additional Insured applies with respect to General Liability and Contractors Pollution Liability for ongoing and completed operations when required by written contract per form #s EAI2010 12/18 and EAI2037 06/19. General Liability is primary and non-contributory when required by written contract per form #ENV0001 03/19. Additional Insured applies with respect to Auto Liability and is primary and non-contributory when required by written contract per form #AICA59 02/15. Waiver of Subrogation is in favor of the Additional Insureds with respect to General Liability per form #ENV0001 03/19, with respect to Auto Liability per form #AICA59 02/15 and with respect to Workers Compensation per form #WC000313 04/84. Excess Liability follows form. 30 days notice of cancellation with 10 days notice for non-payment of premium will be given in accordance with the policy provisions.

**CERTIFICATE HOLDER      CANCELLATION**

AECOM Technical Services Inc. Sam A. Moss Center 1780 Montreal Road Tucker GA 30084 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT "I"**  
**JOINT VENTURE AGREEMENT**

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**JOINT VENTURE AGREEMENT**

**BY AND BETWEEN**

**AECOM TECHNICAL SERVICES, INC., a California corporation**

**AND**

**CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC, a Georgia corporation**

**AS**

**ACERM Program Management**

**FOR**

**Program Management Services per DeKalb County School District  
RFP No. 22-752-025**

**FOR**

**The DeKalb County School District**

**April 12, 2022**

---

## JOINT VENTURE AGREEMENT

THIS AGREEMENT made and entered into this Twelfth day of April 2022 (the "Effective Date"), by and between AECOM Technical Services, Inc. ("AECOM"), a California corporation, with an office at 1360 Peachtree St., NE, Suite 500, Atlanta, GA 30309, and Corporate Environmental Risk Management, LLC ("CERM"), a Georgia corporation, with an office at 1990 Lakeside Parkway, Suite 300, Tucker, GA 30084, hereinafter referred to individually as a "Party" or collectively as the "Parties".

### Recitals

A. The Parties have agreed to enter into a joint venture for the purpose of submitting a proposal to provide certain services or other work to DeKalb County School District (the "Client") in response to RFP No. 22-752-025 issued by or on behalf of the Client (the "Solicitation").

B. The Parties desire to enter into this Agreement to fix and define between themselves their respective interests, rights and responsibilities for the purposes of preparing and submitting the Proposal (defined below), pursuing an award of the Contract, and if successful in obtaining an award of the Contract, in providing the services or other work required thereunder.

C. The Parties affirm and agree that they will participate in the preparation and submission of the Proposal and otherwise pursue the Contract exclusively with each other; that neither Party will submit a competitive proposal or otherwise seek the award of the Contract contemplated herein either alone or with others; and in reliance thereon they have entered into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### Agreement

#### Article 1: Definitions and Interpretation

1.1 For purposes of this Agreement, the following capitalized terms have the meanings set forth below.

1.1.1 "Agreement" means this document.

1.1.2 "Change in Control" has the meaning given to such term in Section 15.3.

1.1.3 "Change Order" means a change order or directive issued by the Client changing the Services to be furnished under a Task Order or in the compensation or period of return, or both, for the performance of such Services.

1.1.4 "Change Order Request" means a written proposal from the Joint Venture requesting the Client's issuance of a Change Order.

1.1.5 "Contract" means any contract (together with any amendments, supplements or modifications thereto) awarded to the Joint Venture by the Client pursuant to the Solicitation for the performance of the Services required in furtherance of the Project.

1.1.6 "Defaulting Party" has the meaning given to such term in Section 12.1.

- 
- 1.1.7 “FAR” means the Federal Acquisition Regulation and any supplements thereto governing the procurement activity of the Client.
- 1.1.8 “Indemnified Losses” has the meaning given to such term in Section 12.1.2.
- 1.1.9 “Indemnified Party” has the meaning given to such term in Section 12.1.2.
- 1.1.10 “Interest in the Joint Venture” has the meaning given to such term in Section 15.1.
- 1.1.11 “IRC” means the Internal Revenue Code of 1986 as amended as of the date of this Agreement.
- 1.1.12 “Joint Venture” means the teaming arrangement formed by the Parties under this Agreement, without actual partnership or incorporation, in order to prepare and submit the Proposal and otherwise pursue the Contract and, if successful in obtaining an award of the Contract, to cooperate with each in performing the Services required thereunder.
- 1.1.13 “Lead Member” has the meaning given to such term in Section 3.11.
- 1.1.14 “Management Committee” means the group formed pursuant to Article 4 as the governing body of the Joint Venture and having the powers and duties as provided herein.
- 1.1.15 “Management Fee” has the meaning given to such term in Section 3.9.
- 1.1.16 “Managing Business Party” means the Party responsible for managing the business operations and administering the fiscal and administrative tasks of the Joint Venture in accordance with the provisions of this Agreement.
- 1.1.17 “Participation Interest” has the meaning given such term in Article 5.
- 1.1.18 “PIC” has the meaning given to such term in Section 16.2.
- 1.1.19 “Permitted Transferee” has the meaning given to such term in Article 15.
- 1.1.20 “Program Manager” means the individual specifically designated pursuant to Article 3 and charged with responsibility to direct the Joint Venture’s performance under the Contract in accordance with the provisions of this Agreement.
- 1.1.21 “Project” means the scope of Services described in the Solicitation and/or as required to be performed under the Contract.
- 1.1.22 “Proposal” means the technical and cost proposal(s) and all related materials, and all supplements and modifications to the foregoing, submitted by the Joint Venture to the Client to secure the award of the Contract for the Project. The Proposal includes all efforts of the Parties and the Joint Venture in pursuit of the Contract, including any presentation or other interview.
- 1.1.23 “Services” means the services, work, or combination thereof, required to be performed under the Contract.
- 1.1.24 “Task Order” means a document executed by the Client and the Joint Venture pursuant to the Contract, including any amendments, supplements or modifications thereto, stating the scope of Services to be performed by the Joint Venture, compensation for

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such Services, the times and locations for performance of such Services, and other relevant information relating to the performance of Services under the Contract.

1.1.25 "Task Order Agreement" means the written agreement between the Joint Venture and the Party (or Parties) performing the Services under a given Task Order. A Task Order Agreement may be entered into on a stand-alone contractual basis between the Joint Venture and a Party or as an agreement ancillary to a master services subcontract or similar subcontract between the Joint Venture and such Party.

1.1.26 "Task Order Proposal" means the technical and cost proposal(s) and all related materials, and all supplements and modifications to the foregoing, submitted by the Joint Venture to the Client to perform specific Services under a Task Order to be issued by the Client.

1.1.27 "Transferee" has the meaning given to such term in Article 15.

1.1.28 "Transferor" has the meaning given to such term in Article 15.

1.1.29 "Work Share Percentage Goal" has the meaning given to such term in Section 3.11.

1.2 Terms importing the singular include the plural and vice versa where the context requires.

1.3 The headings used in this Agreement are included for ease of reference only and shall not affect the construction or interpretation hereof.

## **Article 2: Formation of the Joint Venture**

2.1 **Formation.** The Parties hereby agree to form the Joint Venture pursuant to the provisions hereof for the limited purpose and scope set forth in this Agreement.

2.2 **Purpose.** This Joint Venture is entered into solely for the purpose of preparing and submitting the Proposal and otherwise pursuing the Contract and, if the Contract is awarded to the Joint Venture, to perform the Services identified in the Solicitation. The Parties agree that the Joint Venture is a "contractor team arrangement" within the meaning of FAR 9.601 governed by, and formed for the limited and specific purpose set forth in, this Agreement, and that this teaming arrangement will not impose any obligation, restriction or liability on the Parties beyond the specific undertakings contained in this Agreement, nor will the Joint Venture bid or submit proposals on other projects or contracts except as may be specifically agreed by the Parties in writing. The Parties acknowledge and agree that the Joint Venture established hereunder shall not constitute either (a) a separate incorporated or unincorporated legal entity or (b) an agency or partnership of the Parties.

2.3 **Name.** The Joint Venture shall operate under the name "ACERM Program Management".

2.4 **Duration.** The Joint Venture will continue until dissolved in accordance with this Agreement. Subject to the foregoing, the Joint Venture will:

2.4.1 dissolve at either Party's election (i) should the Parties fail to agree as to the form, terms, or conditions of the Proposal by the date required under the Solicitation for the submission thereof, (ii) if the Project is cancelled prior to award of the Contract, or (iii) if the Contract is awarded to a contractor other than the Joint Venture, but only after any challenge to the award of the Contract duly authorized by the Parties hereunder is timely filed on behalf of the Joint Venture, by administrative protest or litigation (or appeal of a decision on such protest or litigation), and concluded on a non-appealable basis without an award of the Contract to the Joint Venture, or

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2.4.2 if awarded the Contract, be dissolved upon the last to occur of completion of all Services required to be performed under the Contract, receipt of full payment of all sums for which the Joint Venture is entitled under the Contract, the settlement of all disputes between the Parties relating to the Project and Contract, the distribution of all amounts owing by the Joint Venture to the Parties, the final accounting between the Parties with respect to this Agreement and the Joint Venture, and the expiration of all warranties and all other obligations arising in connection with the Contract.

2.5 **Termination of Contract.** In the event the Contract is terminated, the Joint Venture shall be dissolved and conclude its affairs in an orderly manner at the earliest practicable date, subject to the requirements of Section 2.4 above. However, should the Services be only suspended, the Joint Venture shall remain in effect during the period of such suspension.

*With respects to contracts with the U.S. Government, FAR 4.102, Contractor's signature, provides as follows:*

*(a) Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words ", an individual doing business as \_\_\_\_\_" [insert name of firm].*

*(b) Partnerships. A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.*

*(c) Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.*

*(d) Joint venturers. A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this section for each type of participant. When a corporation is participating, the contracting officer shall verify that the corporation is authorized to participate in the joint venture.*

*(e) Agents. When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) of this section, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.*

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  AECOM – ACME MATOC II JV, by Jane M. Doe, Senior Contracts Manager, AECOM Technical Services, Inc.  (See attached signature page for additional names and signatures required by FAR 4.102)	
17. SIGNATURE  <i>Jane M. Doe</i>	18. OFFER DATE

And, further, that the required additional signature page be formatted in a manner similar to that shown below:

STANDARD FORM 33 (REV. 6/2014)  
ATTACHMENT – ADDITIONAL REQUIRED SIGNATURES

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  AECOM – ACME MATOC II JV, by [Insert name, title, and company name of authorized signatory for other member or members of the joint venture]	
17. SIGNATURE  [Insert signature of authorized signatory for other member or members of the joint venture]	18. OFFER DATE

[END OF PAGE]

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2.6 **Execution of Contract.** The Parties agree that, if the Joint Venture is awarded the Contract, they shall sign and/or cause a duly authorized representative or representatives of the Joint Venture to sign the Contract in the name and behalf of the Joint Venture (in such manner as may be required by applicable law) promptly upon its being tendered for signature in a form approved by the Management Committee.

2.6.1 AECOM's authorized representative for Contract execution is:

Michael Jelen, Senior Vice President

2.6.2 AECOM's alternate representative is:

John Wright, Vice President

2.6.3 CERM's authorized representative for Contract execution is:

Albert Edwards.

2.6.4 CERM's alternate representative is:

Terrell Gibbs.

2.7 **Scope of Services.** The Services to be performed by the Joint Venture will generally be of the type and nature described in Exhibit A and allocated between the Parties as described in Exhibit A; provided, however, in all events the Parties shall perform the Project as required under the Contract and this Agreement.

### **Article 3: Operation of the Joint Venture**

3.1 **Registration.** If required by applicable law or regulation, the Joint Venture shall be registered and licensed as a business in the jurisdiction where the Joint Venture's principal office is located.

3.2 **Principal Office.** The principal office and business address of the Joint Venture will be 1360 Peachtree St., NE, Suite 500, Atlanta, GA 30309. Services may be performed in the Client's offices, the Joint Venture's office, the respective offices of the Parties, or at such other locations as the Parties may agree upon.

3.2.1 **Point of Contact.** The Joint Venture shall request that all correspondence from the Client regarding the Solicitation, the Proposal, the Contract or any Task Order shall be sent to the Program Manager at the principal business address of the Joint Venture, and, upon receipt, the Program Manager shall provide a copy to each of the Parties.

3.3 **Initial Proposal Effort.** Each Party will participate in preparing the Proposal required by the Solicitation under the direction of the Program Manager. Each Party shall bear its own labor and travel costs associated with this effort. If approved in advance by each Party, third party direct costs and reasonable expenses for services such as video imaging, photography, document development, technical writing and editing, graphics, printing, and reproduction, as well as any specialty subcontractor services, will be shared between the Parties in proportion to each Party's Participation Interest as specified in Section 5.1.

3.4 **Program Manager.** Subject to the authority of the Management Committee and any limitations set forth herein, the Program Manager is the individual charged with responsibility to direct and manage the Joint Venture's performance under the Contract and the day-to-day business of the Joint Venture in accordance with the terms of this Agreement. Subject to Client's approval (if required), John Wright

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of AECOM shall serve as the Program Manager during the term of the Contract. If this individual, as determined by the Client (if Client's approval of the Program Manager is required) or by the majority vote of the Management Committee, is unable or otherwise becomes unavailable to satisfactorily perform the duties of the Program Manager, the Management Committee shall designate an employee of AECOM to serve as the successor Program Manager, subject to Client's approval (if required).

3.5 Duties. In addition to the other duties set forth herein, the Program Manager is to:

- 3.5.1 Serve as the primary interface between the Joint Venture and the Client, including in respect of Task Order Proposals;
- 3.5.2 Submit Change Orders to the Client;
- 3.5.3 Report monthly, or as requested, to the Management Committee;
- 3.5.4 Oversee the Services of the Joint Venture;
- 3.5.5 Prepare and maintain Project schedules;
- 3.5.6 Consult and confer with the Deputy Program Manager; and
- 3.5.7 Perform such additional duties as may be directed by the Management Committee.

3.6 Deputy Program Manager. Subject to the authority of the Management Committee and any limitations set forth herein, the Deputy Program Manager shall support and assist the Program Manager in the performance of the Program Manager's duties as set forth above. Subject to Client's approval (if required), Brian Albanese of CERM shall serve as the Deputy Program Manager during the term of the Contract. If this individual, as determined by the Client (if Client's approval of the Deputy Program Manager is required) or the majority vote of the Management Committee, is unable or otherwise becomes unavailable to satisfactorily perform the duties of the Deputy Program Manager, the Management Committee shall designate an employee of CERM to serve as the successor Deputy Program Manager, subject to Client's approval (if required).

3.7 Contract Manager. The Contract Manager shall support the Program Manager and Deputy Program Manager in the preparation of Task Order Proposals and Change Orders, and, if the Client is the United States Government, in CPARS oversight, in addition to supporting the Program Manager and Deputy Program Manager in the performance of their respective duties set forth herein, including issuing Task Order assignments to each Party and keeping a log of such Task Order assignments, together with performing all requisite small business management and reporting (if applicable). Keith Reese-Kelley of CERM, the Managing Business Party, will serve as the Contract Manager during the term of the Contract. If this individual, as determined by the majority vote of the Management Committee, is unable or otherwise becomes unavailable to satisfactorily perform the duties of the Contract Manager, the Management Committee shall designate an employee of the Managing Business Party to serve as the successor Contract Manager.

3.8 Administrative Manager. The Administrative Manager will support the Program Manager and Deputy Program Manager in connection with Joint Venture invoicing, status reports and project reviews, in addition to supporting the Program Manager and Deputy Program Manager in performing their administrative duties set forth herein, including payment of the Parties' respective invoices, preparation of monthly financial statements, and the conduct of annual audits. Lucius Williams of CERM, the Managing Business Party, will serve as the Administrative Manager during the term of the Contract. If this individual, as determined by the majority vote of the Management Committee, is unable or otherwise becomes unavailable to satisfactorily perform the duties of the Administrative Manager, the Management Committee shall designate an employee of the Managing Business Party to serve as the successor Administrative Manager.

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3.9 **Management Fee.** The Managing Business Party shall cause the Contract Manager and Administrative Manager to provide day-to-day managerial and administrative support to the Joint Venture as contemplated herein. The Managing Business Party's cost of furnishing these services to the Joint Venture via these individuals shall be reimbursed by the Joint Venture to the Managing Business Party by payment of a management fee (the "Management Fee") to the Managing Business Party equal to [3.0%] of all amounts invoiced by the Joint Venture to the Client under the Contract. In order to fund the Management Fee, the Parties have selected the method indicated below. Except as otherwise provided in Articles 8 and 11 hereof, the Management Fee shall constitute the sole compensation and reimbursement of expenses to the Managing Business Party in connection with the performance of its duties and responsibilities in its capacity as Managing Business Party.

Select one of the following methods:

Method A, Deductions from Payments Due: By way of example, assume the Joint Venture invoices the Client for \$10,000, which amount is comprised of the total of Member A's \$3,000 invoice to the Joint Venture and Member B's \$7,000 invoice to the Joint Venture, and the Client pays the \$10,000 in full. The management fee would be [3.0%] of \$10,000, or \$300. The amount to be deducted from Member A's payment from the Joint Venture would be \$300 times (\$3,000 divided by \$10,000), or \$90, whereas the amount to be deducted from Member B's payment from the Joint Venture would be \$300 times (\$7,000 divided by \$10,000), or \$210.

Method B, Working Capital Call: At the end of each quarter, the Managing Business Party shall total up all invoices submitted to the Client during the quarter, multiply that amount by [3.0%], and then advise the Program Manager and the Management Committee of the need for a call for working capital from the members in the total amount so determined. Each member shall be responsible for providing its proportional share of the required working capital in accordance with its respective Participation Interests as set forth in Article 5.

3.10 **Lead Member.** Task Order Proposals. The Management Committee, in consultation with the Program Manager and the Deputy Program Manager, shall, on a Task Order by Task Order basis, designate a Party to serve as the lead party for each Task Order ("Lead Member").

3.11 **Work Share.** In designating the Lead Member, the Management Committee shall consider each Party's relevant experience and capabilities, as well as the ability of each Party to respond to the specific factors that will be evaluated under the award criteria for the Task Order. The Management Committee shall, to the extent practical and reasonable, endeavor to allocate the Services to be performed under the Task Orders, taken as a whole, such that the net revenue received by each Party under the Contract (measured on an aggregate basis across all Task Orders and after subtraction of each Party's allowable subcontractor costs and reimbursable expenses) will be proportionate to and consistent with the Parties' respective Participation Interests set forth in Section 5.1 (the "Work Share Percentage Goal"). The Parties recognize, however, that it may be impossible, impractical, or not in the best interests of the Joint Venture to achieve the Work Share Percentage Goal on any particular Task Order, but the Parties and the Joint Venture shall exercise their best commercially reasonable efforts to achieve the Work Share Percentage Goal in respect of all of the Task Orders on an aggregate basis.

3.12 **Review and Adjustment.** The Management Committee shall review Task Order assignments on a quarterly basis and modify the process for allocating Services under Task Orders as may be necessary to fulfill the intent of this Agreement to achieve the Work Share Percentage Goal insofar as

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commercially practical.

3.13 Task Order Proposals. The preparation of a Task Order Proposal for the performance of Services under a particular Task Order shall be performed by both Parties working collaboratively under the direction of the Lead Member. The Lead Member, in consultation with the Program Manager and Deputy Program Manager, shall allocate the Services between the Parties so as to best utilize available resources of the Parties and to provide for a reasonable allocation of Services intended to be consistent with the provisions of 3.11 above. Subject to the ultimate authority of the Management Committee, the Program Manager shall resolve any disagreement between the Parties with respect to a Task Order Proposal and, subject to Section 4.6 below, shall submit to the Client and negotiate therewith each Task Order Proposal.

3.14 Change Order Requests. The Lead Member will be primarily responsible for developing any Change Order Requests. Subject to the ultimate authority of the Management Committee, the Program Manager, in consultation with the Deputy Program Manager, shall resolve any disagreements between the Parties with respect to a Change Order Request and, subject to Section 4.6 below, shall submit to the Client and negotiate therewith each Change Order Request.

3.15 Costs. Unless otherwise agreed in writing by the Parties, all costs and expenses incurred by a Party in the preparation and submission of a Task Order Proposal or Change Order Request or otherwise in pursuit of a Task Order or change order shall be borne by such Party, except to the extent chargeable to the Client under the Contract or authorized in advance by the Management Committee pursuant to a written promise of reimbursement from the Client.

3.16 Task Order Agreements. The Services to be performed by a Party (and its subcontractors, if any) under a Task Order shall be set forth in a Task Order Agreement between the Joint Venture and such Party. Subject to final approval by the Management Committee, the Task Order Agreement shall be prepared by the Program Manager and shall set forth a description of the Services, funding limits, basis of compensation, compensation schedule, period of performance, and any other specific requirements applicable to the performance of the applicable Task Order, as same may be subsequently modified by any change order approved by the Client.

3.17 Funding and Reimbursement. A Party will perform the Services under a Task Order Agreement within the funding limits (lump sum amount, not-to exceed, or other funding limit) established in the Task Order Agreement. Each Party shall be solely liable for any cost overruns, losses or liabilities incurred in connection with the performance of the Services allocated to that Party under a Task Order Agreement except to the extent expressly made reimbursable under such Task Order Agreement. Similarly, each Party will be entitled to retain any profits resulting from the performance of Services assigned to such Party under a Task Order Agreement.

3.18 Timely Information. Each Party shall keep the Program Manager and Deputy Program Manager, and the Program Manager shall keep the Management Committee, reasonably and timely informed with respect to the performance of such Party's Services under any Task Order Agreement. In the event of a dispute with the Client concerning a particular assignment under a Task Order, the Party responsible for performance of such assignment shall immediately notify the Program Manager and Deputy Program Manager.

3.19 Task Order Manager. The Lead Member shall designate a Task Order Manager, who shall:

- 3.19.1 Prepare Task Order execution plans and procedures for review and approval by the Program Manager and Deputy Program Manager;
- 3.19.2 Establish and monitor Task Order progress schedules; and
- 3.19.3 Establish and maintain Task Order documentation files.

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3.20 Task Order Invoices. Each Party shall prepare and submit to the Program Manager its invoices for Services performed by such Party under each applicable Task Order.

3.21 Limitation of Liability. The Parties acknowledge that each of the Program Manager, Deputy Program Manager, Contract Manager and Administrative Manager is an employee of one of the Parties and shall not be liable to the Joint Venture or the other Party by reason of his or her actions as in such capacity, except where such manager's action constitutes gross negligence, actual fraud or intentional misconduct.

#### **Article 4: Joint Venture Organization**

4.1 Managing Business Party. AECOM/CERM will be the Managing Business Party. As the Managing Business Party, AECOM shall appoint one of its representatives on the Management Committee to serve as the Chairperson of the Management Committee commencing on the effective date of this Agreement.

4.2 Management Committee Representatives. The Management Committee will be comprised of two (2) representatives appointed by each Party. In addition to its primary representatives, each Party shall also name an alternate representative, who shall act in the capacity of either of the Party's primary representatives should one of the Party's primary representatives be unable to participate in a meeting of the Management Committee or otherwise fulfill his or her duties as described herein. If not identified below, each Party's primary and alternate representatives shall be designated within thirty (30) days of the date of this Agreement by written notice to the other Party. A Party may change either or both of its primary representatives or its alternate representative effective on the date set forth in a written notice to the other Party. Each Party's designated primary and alternate representatives shall have full power and authority to act for and on behalf of the Party so appointing them with respects to all matters coming before the Management Committee.

4.2.1 AECOM's primary representatives are:

- a) Michael Jelen; and
- b) John Wright

4.2.2 AECOM's alternate representative is:

Pedro Capestany.

4.2.3 CERM's primary representatives are:

- a) Albert Edwards; and
- b) Rodney Givens.

4.2.4 CERM's alternate representative is:

Terrell Gibbs.

4.3 Meetings. Regular meetings of the Management Committee shall be held according to a schedule agreed upon by the Parties' representatives and special meetings shall be held upon the written call of any representative, but in all events shall be adjourned unless each Party is represented at the meeting by two representatives (primary and/or alternate) in attendance, either in person or by video or audio connection. Proxies are not permitted. If a Party's two representatives are not present in person or by video or audio connection, the meeting shall stand adjourned and shall be re-scheduled

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to the next earliest date acceptable to both Parties. While the Management Committee will always attempt to meet in person, video or telephonic attendance shall be allowed. Within one week of each Management Committee meeting, written minutes of the items discussed, and actions taken at the meeting shall be prepared by the Managing Business Party and distributed by the Chairperson of the Management Committee.

4.3.1 Quorum Satisfaction. With respect to the foregoing quorum requirement, at all times, the Parties will (and will cause their respective designated representatives to) conduct themselves and cooperate with one another reasonably and in good faith. No Party shall subvert, or cause their respective designated representative(s) to subvert, the quorum requirement (for example) by refusing or failing to attend or otherwise to participate in a meeting for the purpose of preventing a matter from being discussed and acted upon by the Management Committee.

4.4 Voting. Each one of a Party's two representatives in attendance shall have one vote on matters coming before the Management Committee. All actions of the Management Committee shall require a majority vote of the votes cast at a properly held meeting. If the Management Committee is deadlocked on a matter requiring a Management Committee vote, or if the Management Committee is unable to conduct a meeting because of the refusal or failure of either Party's representative(s) to attend a scheduled or called meeting, either Party may submit the issue(s) at hand to the PICs as provided for in Article 16. If, in the Program Manager's good faith judgment, immediate action is required in order to meet the Joint Venture's obligations under the Contract, the Program Manager may act on behalf of the Joint Venture without waiting for the resolution of the deadlock or dispute, without prejudice to either Party's rights to seek recovery of any amount to which it is entitled under this Agreement or any Task Order Agreement. If any Party is in default (as defined in Article 12) under this Agreement, unless and until such default is cured, the Defaulting Party's representatives shall not be entitled to vote upon any matters coming before the Management Committee, and such representatives shall not be considered in the determination of whether sufficient representation is present to conduct a meeting, the computation of eligible votes, or the determination of a majority vote by the Management Committee (which shall be determined without regard to the Defaulting Party's representation).

4.4.1 Notwithstanding any other provision of this Agreement, if there is a tie vote of the Management Committee members resulting in a deadlock, then the Chairperson will have an additional vote on such matter.

4.5 Coordination with Program Manager. The Management Committee shall meet with the Program Manager and the Deputy Program Manager (and other Project staff as invited by the Chairperson) quarterly or more frequently if deemed necessary.

4.6 Limitations on Program Manager. Notwithstanding any provision herein to the contrary, neither the Program Manager, nor any other manager or staff member of the Joint Venture, nor either Party shall have the authority, directly or indirectly, without approval by majority vote of the Management Committee as confirmed in writing by the Chairperson, to take any of the following actions in the name and behalf of the Joint Venture:

- 4.6.1 Submit a Task Order Proposal to the Client over the written objection of either Party;
- 4.6.2 Submit a Change Order Request to the Client over the written objection of either Party;
- 4.6.3 Enter into on behalf of the Joint Venture any third-party contractual arrangements or cause the Joint Venture to assume, incur, or become liable for any other obligations;
- 4.6.4 Make any financial investment in any other person or entity; make loans or guarantees; borrow any monies or otherwise pledge the credit of the Joint Venture; encumber any

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assets; or otherwise extend or pledge credit to others;

- 4.6.5 Confess any judgment against the Joint Venture or compromise any debt due the Joint Venture except upon receipt of full payment;
- 4.6.6 Make any election for the Joint Venture under the then-current Internal Revenue Code, as amended, or any other applicable income tax legislation from time to time in force;
- 4.6.7 Commence any claim against the Client with respect to amounts due under the Contract;
- 4.6.8 Commence any arbitration or litigation; appeal any judgment or decision; or settle any litigation, action or claim to which the Joint Venture is a party;
- 4.6.9 Cause to be organized or acquired in whole or in part by the Joint Venture any corporation, limited liability company or other entity to carry out any activities of the Joint Venture;
- 4.6.10 Cause or permit the Joint Venture to engage in any activity outside the ordinary course of the Joint Venture's preparation and submission of the Proposal, pursuit of the Contract, and, if successful, negotiation of the Contract, the Joint Venture's performance of the Contract and Task Orders issued thereunder, and the Joint Venture's preparation, submission and negotiation of Task Order Proposals and Change Order Requests; or
- 4.6.11 Exercise any of the reserved powers vested in the Management Committee pursuant to Section 4.9.

4.7 Written Consent. In case it is necessary to settle a matter prior to the next scheduled or specially called meeting of the Management Committee, the Parties' representatives may agree on a decision or action of the Management Committee in accordance with the provisions of Section 4.3. Such decision or action shall be included in the minutes of the Management Committee.

4.8 Liability Protection. The Parties' representatives on the Management Committee shall be deemed to be acting on behalf of their respective Parties and no representative shall be liable to the Joint Venture or the other Party by reason of his or her actions as a member of the Management Committee, except where such representative's action constitutes gross negligence, actual fraud, or intentional misconduct.

4.9 Reserved Powers. The Management Committee may take action on behalf of the Joint Venture as it deems necessary to cause the Joint Venture to fulfill its purpose in accordance with applicable laws and regulations. In this regard, the Management Committee may delegate, in writing, such of its responsibilities and duties as it deems appropriate to the Program Manager or the Managing Business Party, as applicable, except that the Management Committee must act, and only the Management Committee may act, on the following matters of major consequence:

- 4.9.1 The timing and amount of contributions of working capital to be required from the Parties;
- 4.9.2 The timing and amount of distributions to the Parties;
- 4.9.3 The timing, amount and funding of any cash reserves to be established by the Joint Venture;
- 4.9.4 Voluntary liquidation of the Joint Venture other than as set forth in Section 2.4;

- 4.9.5 Entry into contracts or other obligations in excess of \$10,000 by or on behalf of the Joint Venture, including without limitation the Contract or any Task Order Agreement;
- 4.9.6 Designation of a successor Program Manager or Deputy Program Manager; or
- 4.9.7 The Joint Venture's transaction of any business not otherwise authorized herein with either of the Parties (or any of their respective affiliates).

4.10 Non-Integrated Workforce. The Joint Venture shall not have employees. The Parties shall employ all personnel, at their own expense, necessary to perform their respective Services. A Party, at its own expense, may also engage consultants and other service providers on an independent contractor basis to meet its staffing requirements.

**Article 5: Interests of the Parties**

5.1 Participation Interests. Except to the extent that this Agreement expressly provides to the contrary, the interests of the Parties in the Joint Venture, including the Parties' respective interests in the Project and the Contract, any and all property, equipment, and other assets acquired by the Joint Venture, and any and all monies received in connection with the Contract (other than revenue from the performance of Services by a particular Party), and the Parties' respective responsibilities for any losses or liabilities incurred by the Joint Venture, shall be shared and allocated between them proportionately in accordance with the Parties' respective Participation Interests as set forth below.

**Participation Interest**

AECOM	60 %
CERM	40 %

5.2 Profits and Losses. For the avoidance of doubt, a Party's profits and losses arising out of the performance of Services for which it is responsible under this Agreement and/or any Task Order Agreement will not be considered profits and losses of the Joint Venture.

**Article 6: Execution of Indemnity Agreements**

6.1 Bonds. Each of the Parties agrees to execute (and/or cause their respective parent or affiliated companies to execute) all applications and indemnity agreements required by the Joint Venture's sureties in respect of any bond or bonds required in connection with the Proposal and/or the Contract. Failure of a Party to execute or deliver any documentation necessary to comply with this Article 6 shall constitute a default in accordance with Article 12 and entitle the non-defaulting Party to appropriate relief as provided therein.

6.2 Cost of Bonds. Each Party providing Services under a Task Order shall be responsible for obtaining any required bonds covering the Services performed by that Party. Bond premiums shall be the responsibility of the performing Party and the costs of any bonds shall be included in such Party's pricing for its Services under the applicable Task Order Agreement. Bonds furnished by a Party shall be consistent with the requirements of the Contract.

6.3 Parent Company Guarantee. [REDACTED] shall provide a parent company guarantee in favor of the Joint Venture and AECOM in a form substantially similar to that attached hereto as Exhibit B.

**Article 7: Working Capital**

7.1 Capital Calls. All necessary working capital, when and as required for the capitalization of the

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Joint Venture, the preparation of the Proposal and pursuit of the Contract, the performance of Services, prosecution of the Contract, or administration and operation of the Joint Venture, as recommended by the Program Manager and approved by the Management Committee, shall be contributed to the Joint Venture by the Parties within any time period prescribed by the Management Committee, in individual amounts proportionate to their respective Participation Interests. Each of the Parties recognizes that the failure of either Party to contribute its full proportionate share of working capital will have serious adverse consequences for the Joint Venture and imposes an unfair burden upon the other Party. As to such required working capital contributions, each of the Parties waives any rights of set-off it might otherwise possess and agrees to make the working capital contributions without set-off or deduction of any type. If any Party borrows funds to meet its obligation hereunder, such borrowing shall be the sole and separate obligation of the Party and shall not be the debt or obligation of the Joint Venture. No Party or its representatives shall have the power to pledge the credit of the Joint Venture or the other Party.

7.2 Payment and Non-payment of Capital Calls. When capital contributions recommended by the Program Manager are approved by the Management Committee, the Management Committee shall give written notice thereof, with the manner of computation, to each Party. If, within thirty (30) days of receipt of such notice, either Party fails or is unable to provide its required capital contribution, such non-contributing Party shall be in default of this Agreement. In the event the non-contributing Party fails to cure its default within seven (7) days after receipt of written notice of default from the Management Committee, the Participation Interest of such Defaulting Party shall be decreased to equal the percentage of the Joint Venture's capital actually contributed by such Defaulting Party out of the total amount of the capital contributed by the Parties, and the Participation Interest of the Party that has contributed more than its proportionate share of such capital shall be increased proportionately.

#### **Article 8: Books and Records, Accounting and Bank Accounts**

8.1 Books and Records. The Parties acknowledge and agree that AECOM will be the Managing Business Party and will provide the accounting and financial administrative services required to operate the Joint Venture. The Managing Business Party, on behalf of the Joint Venture, shall keep proper books, records and accounts in which full, true and correct entries shall be made of the Joint Venture's transactions, on an accrual basis, in accordance with generally accepted accounting principles, showing all costs, expenditures, sales, receipts, assets, liabilities, and profits and losses of the Joint Venture, and all other records required to appropriately reflect the conduct of the Joint Venture's affairs. Each of the Parties will be entitled to have its representatives on the Management Committee examine and make copies (at such Party's own expense) of any of the books or records of the Joint Venture at any reasonable time on reasonable prior notice. The books and records of the Joint Venture are to be retained by the Managing Business Party after dissolution of the Joint Venture for such period or periods as may be required by law or the Contract, whichever is greater. Without limitation of any cost or expense reimbursement approved by the Management Committee pursuant to Section 11.11 hereof, the Managing Business Party's costs associated with accounting and record keeping for the Joint Venture (including federal reporting under Section 9.6 and tax matters under Section 17.6) will be reimbursed by the Joint Venture's payment of the Management Fee as contemplated in Section 3.9.

8.2 Administrative Budget. The Management Committee may approve an administrative budget for the payment of the Managing Business Party's administrative expenses not covered by the Management Fee. Such approved and budgeted administrative expenses shall be funded by the Parties in proportion to their respective Participation Interests by deductions from payments on their approved invoices to the Joint Venture for Services rendered under Task Order Agreements, calculated in each case by multiplying each Party's Participation Interest by the amount of such approved administrative expenses. The Joint Venture's payment of any such administrative expenses to the Managing Business Party shall be made to the Parties before the determination of any distributions to be made under Section 11.12, 11.13 or 17.1, or Article 18.

8.3 Fiscal Year. The fiscal year of the Joint Venture shall commence on October 1 and end on

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September 30.

8.4 [Audit] [Review]. If required by the Management Committee or the Client, the Managing Business Party shall employ a certified public accounting firm acceptable to the Management Committee, at the expense of the Joint Venture (to be paid via the Management Fee, or if the Management Committee determines that such expense is not covered by the Management Fee pursuant to Section 11.11, to be funded by the Parties in proportion to their respective Participation Interests by deductions from the payments made on their invoices to the Joint Venture for Services rendered under Task Order Agreements, calculated in each case by multiplying each Party's Participation Interest by the amount of the auditing expense), to conduct [an audit] [a review] of the Joint Venture's books, records and financial statements (including the balance sheet and statements of income and cash flows and disclosures required under generally accepted accounting principles) of the Joint Venture for each fiscal year to which the requirement is applicable, and report to the Parties within ninety (90) days after the expiration of such fiscal year its opinion on such financial statements. Further, each Party may at its option and sole expense perform an annual audit of the Joint Venture books and records.

8.5 Reports. The Managing Business Party shall deliver to each Party:

8.5.1 Within fifteen (15) days after each calendar month, (i) a balance sheet and statement of income of the Joint Venture for such calendar month, (ii) an accounts receivable (AR) aging report, and (iii) an accounts payable (AP) aging report;

8.5.2 At least two (2) weeks prior to each scheduled Management Committee meeting, a summary of the monthly financial information for each month since the monthly reports presented at the most recent Management Committee meeting, and projections for the next three (3) quarters; and

8.5.3 With reasonable promptness, all such other information, reports, and projections as from time to time may reasonably be requested by either Party.

8.6 Bank Accounts. A separate bank account shall be established by the Management Committee in the name of the Joint Venture. Except as set forth in Sections 8.7 and 8.8, the bank account shall require the approval and signature of a Management Committee representative of each Party for any and all disbursement or withdrawals. All payments due the Joint Venture for performance of the Contract shall be deposited in this account and all expenses incurred under the Contract shall be paid from this account. All capital contributions shall be deposited in this account. No petty cash accounts for the Joint Venture are authorized. The Managing Business Party shall cause such Administrative Manager to reconcile the bank account monthly.

8.7 Disbursements from Bank Accounts. All withdrawals from the Joint Venture account shall be made against written invoices, receipts, vouchers, or other acceptable documentation. Except as set forth in Section 8.8, all checks, drafts, or other orders of the payment of money shall require the signature or consent of two (2) persons, each representing one of the Parties or (ii) via documented approval of an authorized representative of each Party for withdrawal by electronic means. Except as set forth in Section 8.8, all notes or other evidence of indebtedness issued in the name of the Joint Venture shall require the signature or consent of two (2) persons, each representing one of the Parties. Each Party shall designate an individual or individuals authorized on its behalf to provide such signatures or consent.

8.8 Closing of Joint Venture Bank Account after Default. In case of a default by a Defaulting Party described in Section 12.1, the then-existing Joint Venture account may be closed by the non-defaulting Party and a new account opened in the name of the Joint Venture, but under the sole direction and control of the non-defaulting Party. Funds from the prior Joint Venture account shall be transferred to the new account and the prior account shall be closed. The Joint Venture's bank may rely upon any

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written declaration of default delivered by the non-defaulting Party in closing the existing Joint Venture account and transferring the funds therefrom to the new bank account. In such an event of default, the Defaulting Party will have no access to, or administrative rights with respect to, the new bank account, unless and until it cures its default to the reasonable satisfaction of the non-defaulting Party, as confirmed in a writing delivered to the Joint Venture's bank.

8.9 Loans. Without the prior written consent of both Parties, neither the Joint Venture, the Management Committee, nor either Party shall:

8.9.1 directly or indirectly, borrow money or become otherwise obligated upon, or liable for, any monies borrowed in the name or behalf of the Joint Venture; or

8.9.2 guarantee or act as surety for any obligation or liability (whether for borrowed money or otherwise), for any other person or entity.

8.10 Accounting Decisions. Subject to Section 8.1, all decisions for the Joint Venture as to accounting matters shall be made by the Management Committee after consultation with the accounting or tax experts from each Party.

8.11 Final Accounting. Upon receipt of final payment under the Contract, and settlement of all outstanding obligations and liabilities on the part of the Joint Venture in connection with the Contract, the Management Committee shall arrange for a final accounting to be prepared showing the total net profit earned, or loss incurred, by the Joint Venture. Unless otherwise agreed by the Parties, such final accounting shall be [audited] [reviewed] by a firm of certified public accountants engaged by the Management Committee.

#### **Article 9: Additional Obligations of the Parties**

9.1 Lower-Tier Subcontracts. Each Party may, with respect to Services for which it is responsible under a Task Order Agreement, in its discretion and at its sole risk and expense, enter into lower-tier subcontracts with third parties. The Parties shall develop a standard subcontract form to be used by the Parties, or, in the alternative, the Parties may utilize their own standard form of subcontract. If either chooses to utilize its own subcontract form, then such subcontract form shall be approved by the Management Committee. Neither Party shall make the Joint Venture a party-in-interest under any such lower-tier subcontract or offer to provide a Joint Venture guaranty for such lower-tier subcontract, or otherwise purport to obligate the Joint Venture in any manner with respect to such lower-tier subcontract without the prior written consent of the Management Committee. However, any and all subcontracts shall name the Joint Venture and the other Party as an express, intended third-party beneficiary. Each Party shall be liable to the Joint Venture and the other Party for the acts and omissions of its subcontractors in the performance of their respective lower-tier subcontracts.

9.2 Subcontracting Goals. The Joint Venture shall, in good faith, endeavor to achieve any small business subcontracting goals set forth within the Solicitation or the Contract (if any). Each Party shall, in good faith, endeavor to achieve the small business subcontracting goals as determined by the Management Committee, which shall be implemented in proportion to each Party's Work Share Percentage Goal under the Contract. In furtherance of that goal, each Party shall track and report small business subcontracting data to the Program Manager in such manner as the Program Manager shall reasonably direct.

9.3 Party's Resources. Each Party shall use good faith efforts to provide and make available its expertise, technical resources, and information to the Joint Venture to effectuate the intent herein and in furtherance of satisfying the Joint Venture's obligations to the Client under the Contract.

9.4 Performance of Services. Each Party shall perform its Services under each applicable Task Order Agreement in compliance with the requirements of the Contract and the applicable Task Order,

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including any performance or delivery schedule thereunder. If the Client issues a notice of default with respect to any Services, the Party responsible for the performance of such Services shall promptly (1) notify the non-defaulting Party in writing of such notice; and (2) take all measures necessary to cure the default. If such default is not cured within any cure period set forth in Section 12.2 hereof, then the responsible Party shall be in default of this Agreement and considered a Defaulting Party hereunder.

9.5 Contracting and Procurement. The Managing Business Party, in consultation with the Program Manager and the Deputy Program Manager, shall administer and manage all contracting, procurement, and financial activities for the Joint Venture and periodically update the Management Committee on the status of such activities. For the avoidance of doubt, the foregoing activities relate solely to the contracting, procurement, and financial activities of the Joint Venture and no such activities as may be undertaken by the Parties in performance of the Services for which they are responsible under a Task Order Agreement.

9.6 Reporting Requirements. The Managing Business Party shall administer and manage all required state, local, and federal government reporting activities for the Joint Venture, including the requirements under the FAR, the Small Business Administration (SBA), American Recovery and Reinvestment Act (ARRA), Contractor Manpower Reporting (CMR), and Federal Funding Accountability & Transparency Act (FFATA) reporting requirements, or equivalent state requirements. Each Party shall be responsible for providing any required reporting information to the Managing Business Party in a timely manner to allow the timely submission of the combined data from each Party to the appropriate federal agency and/or electronic reporting system, or equivalent state agency and/or reporting system.

#### **Article 10: Provision of Materials, Equipment, Supplies and Services**

10.1 Procurement of Materials. All materials, equipment, supplies, and services required in connection with the Contract shall be provided by the Parties pursuant to Task Order Agreements issued by the Joint Venture, and the Joint Venture will not acquire any materials, equipment, supplies, or services directly unless so authorized by the Management Committee. In the event the Joint Venture shall procure any such materials, equipment, supplies, or services, such procurement shall be conducted in accordance with any procurement guidelines, directives, and procedures issued or approved by the Management Committee. In addition, and to the extent applicable, any procurement activities by the Parties, the Joint Venture, or both shall be conducted in accordance with applicable laws and regulations, as implemented through the Contract.

10.2 Equipment and Temporary Facilities. If either Party provides equipment or temporary facilities in support of the Joint Venture's performance of the Contract and/or any Task Order Agreement, such Party shall insure or self-insure such equipment or temporary facilities and the cost of such insurance or self-insurance shall be included in the fee or rate for such equipment or facilities quoted and charged by such Party to the Joint Venture under the applicable Task Order Agreement. The Joint Venture and the other Party shall be identified as additional insureds on any such insurance when appropriate, as determined by the Management Committee.

10.3 Instruments of Service.

10.3.1 All technical documents prepared or furnished solely by one of the Parties for the Joint Venture's benefit in connection with Services performed under the Contract are instruments of service in respect of the Project. The Joint Venture may use all such documents to meet its obligations under the Contract; provided, however, the preparing Party will otherwise retain all ownership and intellectual property interests in such documents (including the copyrights) whether or not the Project is completed. The other Party shall not reuse or reproduce such documents for its own benefit or in connection with any services, work, or both, performed by the other Party outside the scope of this Agreement or the Contract without the written consent of the preparing

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Party. Notwithstanding the foregoing: (a) the preparing Party shall transfer, assign, or take other actions with respect to the ownership and intellectual property interests in such documents as may be necessary for compliance with the requirements of the Contract and (b) if the preparing Party becomes a Defaulting Party pursuant to Article 12 or a selling Party pursuant to Article 15, the other Party may continue to use such documents in order to complete the requirements of the Contract after taking into account any lack of completion, preliminary nature, or other limitations of such documents.

10.3.2 All documents jointly prepared by the Parties for the Joint Venture's benefit in connection with Services performed under the Contract (including jointly or collaboratively prepared drawings and specifications) are instruments of service in respect of the Project. Such jointly prepared documents shall be Joint Venture property. The Joint Venture shall transfer, assign, or take other actions with respect to the ownership and intellectual property interests in such documents as may be necessary for compliance with the requirements of the Contract. The Joint Venture may use all such documents to meet its obligations under the Contract. If a Party becomes a Defaulting Party pursuant to Article 12 or a selling Party pursuant to Article 15, the other Party may continue to use such documents in order to complete the requirements of the Contract, after taking into account any lack of completion, preliminary nature, or other limitations of such documents.

#### **Article 11: Compensation**

11.1 Invoice Schedule. In accordance with the billing period(s) provided in the Contract, unless otherwise approved by the Program Manager, each Party shall prepare and submit invoices to the Joint Venture by the tenth (10th) day of each calendar month, for Services performed during the prior calendar month.

11.2 Invoice Form. Each Party shall submit invoices in the manner required under the Contract and as reasonably directed by the Program Manager for Services performed by that Party under a Task Order Agreement. Each invoice shall be subject to the terms of the Contract and any applicable Task Order Agreement executed by the respective Party.

11.3 Cost Overruns. A Party will be expected to perform its Services in respect of a Task Order within the funding limits established in the applicable Task Order Agreement and shall not be reimbursed for costs in excess thereof unless first authorized by the Management Committee. Except as otherwise provided in the Contract, the applicable Task Order or any Change Orders issued by the Client, each Party shall be solely liable for any cost overruns, losses, or liabilities incurred in connection with the performance of the Services assigned to such Party under the applicable Task Order Agreement. Should the Joint Venture and the Client agree to any change in the Services to be provided, the Joint Venture shall, within thirty (30) days of the date of such change (or such lesser period as may be required by the Contract), assert its claim for an adjustment in the Contract price. Each Party shall be responsible for its own costs to the extent that such costs are rejected by the Client for noncompliance with the change requirements.

11.4 Invoicing the Client. After receipt of the Parties' invoices for any calendar month, the Program Manager, on behalf of the Joint Venture, shall in turn (with the Administrative Manager's assistance) prepare and submit invoices to the Client in accordance with the provisions of the Contract and the applicable Task Order. Unless expressly agreed to by the Parties and permitted pursuant to the terms of the Contract, the Joint Venture shall not add any profit, fee, or other amounts to the invoices submitted by the Parties.

11.5 Payments. Subject to the provisions of Section 8.8, the Joint Venture shall, upon receipt of payment from the Client, deposit same in the Joint Venture bank account and within five (5) business

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days issue payments against such account to each Party for the amount(s) invoiced by each Party to the Joint Venture and actually paid by the Client, less any deductions or withholdings authorized by this Agreement (including deductions for funding the Management Fee) and directed by the Management Committee. In the event the Client pays less than the full amount invoiced by either Party, such shortfall shall be allocated to the Party responsible for performing the specific Services for which payment was withheld or, in the absence of information reasonably sufficient to determine the basis for such shortfall, the shortfall shall be allocated between the Parties in proportion to their respective shares of the applicable Joint Venture invoice. Receipt of payment from the Client for Services performed by either Party shall be a condition precedent to the Joint Venture's obligation to make payment to such Party for such Services. No Party shall unreasonably restrain or refuse to authorize withdrawal of funds for payment of proper invoices relating to performance of the Services.

11.6 Party Expenses. Expenses incurred by the Parties in performing Services under a Task Order Agreement shall not be considered Joint Venture expenses and, to the extent allowed under the Contract, may be included by the Parties in their respective invoices to the Joint Venture for Services provided. Unless stated otherwise in this Agreement or authorized in writing by the Management Committee, personnel expenses of the Parties shall not be considered a Joint Venture expense.

11.7 Taxes, Duties, etc. Except as otherwise provided in the Contract or applicable Task Order, each Party shall have full and sole responsibility for the payment of any taxes, duties, fees, or assessments of any nature whatsoever levied upon it individually in connection with its Services under a Task Order Agreement, including any personal income taxes levied or imposed on any of its employees or personnel or any of its subcontractor's employees or personnel.

11.8 Cost of Personnel. All personnel involved in the performance of the Services are employed by and shall remain in the employ of their respective Party. Each Party shall advance and pay all payroll costs and expenses incurred by reason of their respective personnel working in connection with the performance of the Services and each Party agrees to indemnify and hold the Joint Venture and the other Party harmless from any claims and liabilities arising out of the responsibilities of that employing Party in respect of its employees or the employees of its affiliates under all applicable laws, including labor and tax laws.

11.9 Office Expenses. If a Party, with the prior written approval of the Management Committee, provides and maintains a Joint Venture office and any of the other Party's personnel are located at such office for purposes of providing Services hereunder, the host Party shall issue a monthly invoice directly to the visiting Party for the cost of office space, furnishings, equipment and supplies utilized by visiting Party's personnel during the time they are engaged in the performance of Services for the Joint Venture at such Joint Venture office. The cost of office space, furnishings, equipment and supplies utilized by visiting Party's personnel shall be determined by agreement of the Parties.

11.10 Office Expense Reimbursement. The basis for the calculation of invoices under Section 11.9 shall be determined by agreement of the Parties. Such invoices will not constitute a billing to, or on behalf of, the Joint Venture, but rather a billing directly between the Parties. The visiting Party shall pay such invoices within thirty (30) days of receipt of such invoice.

11.11 Accounting Expenses. To the extent that (a) the Joint Venture is not reimbursed for such costs or expenses incurred under the Contract, (b) the Management Committee determines that such costs or expenses are not covered by the Management Fee, and (c) such costs and expenses are approved by the Management Committee for reimbursement, the Managing Business Party shall be reimbursed by the Parties (by deductions from payments on their respective invoices for Services rendered under Task Order Agreements, calculated in each case by multiplying each Party's Participation Interest by the amount of such costs and expenses) the costs and expenses incurred by the Managing Business Party in providing accounting, tax, and financial services to the Joint Venture and for maintaining the records of the Joint Venture, not to exceed any ceiling amount established by the Management Committee in approving such costs and expenses for reimbursement. Such costs and expenses may

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include taxes, legal and consulting fees, record keeping expenses, and any other necessary direct or indirect costs approved by the Management Committee and not reimbursed in whole or in part under the Contract. The payment of all such approved costs and expenses shall be made before any distributions are made by the Joint Venture to either Party under Section 11.12, 11.13 or 17.1 or Article 18.

11.12 Excess Capital. If and when the Management Committee determines that the Joint Venture's capital exceed(s) the amount required for the operation of the Joint Venture and the funding of any reserves established by the Management Committee, such excess capital shall be applied first to reimburse costs or expenses for which a Party is entitled to reimbursement hereunder and, then, to the return of excess capital advanced by the Parties (as advanced by capital contributions, deductions from invoice payments or otherwise) through distributions to the Parties in accordance with the Parties' respective Participation Interests until all excess capital has been repaid to the Parties.

11.13 Profit Distributions. The Management Committee shall, on a quarterly basis, review the Joint Venture's progress under the Contract and the Joint Venture's financial condition to determine whether the Joint Venture's profits, if any, should be distributed. If the Management Committee determines that the Joint Venture's reserves are adequate to meet the Joint Venture's needs, it may direct the Managing Business Party to distribute all or any portion of such profits to the Parties in proportion to their respective Participation Interests. For the avoidance of doubt, payments to a Party for Services provided pursuant to a Task Order Agreement shall not be considered distributions of Joint Venture capital or profits.

11.14 Reserves. The Program Manager may recommend, and the Management Committee may establish, cash reserves to be funded by capital contributions or by deductions from the payments on the Parties' invoices for Services rendered under Task Order Agreements, in each case in individual amounts proportionate to the Parties' respective Participation Interests, to be retained by the Joint Venture from time to time in order to assure adequate funding for all Joint Venture obligations.

#### **Article 12: Default and Insolvency**

12.1 Default and Insolvency. If a Party (i) is in default hereunder beyond any applicable cure period set forth in Section 12.2 below (including a default under Section 6.1 (indemnity agreements), Section 7.2 (capital contributions), or Section 9.4 (performance of Services)); (ii) is in default, without any right to notice or an opportunity to cure, under Article 15 (assignment or change in control), Section 24.4 (bribery), Section 24.8 (termination) or Section 24.9 (notification); (iii) ceases to operate its business; (iv) institutes an insolvency proceeding under applicable law; (v) permits the entry of any order for relief under Chapter 7 of the Bankruptcy Code; or (vi) permits the entry of an order for relief under Chapter 11 of the Bankruptcy Code, the non-defaulting and non-insolvent Party (hereinafter in each case, the "non-defaulting Party") may declare in writing that such defaulting Party (under (i) or (ii) above) is a "Defaulting Party" or such insolvent Party (under (iii) through (vi) above) is an "Insolvent Party" hereunder, as the case may be, in which case from and after the date of the non-defaulting Party's written declaration of such default or insolvency:

12.1.1 All acts, consents and decisions of the Joint Venture with respect to the performance of the Contract and all matters concerning the business, management and affairs of the Joint Venture shall thereafter be determined solely by the representatives of the non-defaulting Party on the Management Committee without considering the vote or requiring any consent of the representatives of the Defaulting Party or Insolvent Party.

12.1.2 A Defaulting Party shall be charged with, and shall be liable for, and shall indemnify, defend and hold harmless the non-defaulting Party (the "Indemnified Party") from and against any and all losses, liabilities, damages, demands, suits, acts, judgments, settlements, penalties, costs or expenses (including without limitation reasonable attorneys' fees) that may be incurred or suffered by such Indemnified Party and/or the

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Joint Venture in respect of the Contract or any Task Order arising out of or resulting from the default of the Defaulting Party thereunder ("Indemnified Losses"). Indemnified Losses shall include, without limitation, (a) penalties or liquidated damages assessed under the Contract, (b) lost profits, and (c) consequential damages resulting from the termination of the Contract for default.

12.1.3 Subject to any approval rights of the Client, the non-defaulting Party will have the right (but not the obligation) to take over and complete the Services of any Defaulting Party or Insolvent Party. Without limiting the generality of the foregoing, the non-defaulting Party may, for the purpose of completing the Services of the Defaulting Party or Insolvent Party, enter upon the Defaulting Party's or Insolvent Party's work site(s) and take possession of all materials, equipment, tools, appliances and supplies and other items thereon, which have been purchased, used or provided by the Defaulting Party or Insolvent Party for the performance of the Services, all of which the Defaulting Party or Insolvent Party is hereby irrevocably deemed to transfer, assign and set over to the non-defaulting Party for such purpose, and further, the non-defaulting Party may employ any person or persons then or formerly employed by the Defaulting Party or Insolvent Party to complete the Services under the Contract and provide all of the required labor, services, materials, equipment and other items. For use only in the event of a default or insolvency, each Party is hereby granted an irrevocable right of entry upon the Defaulting Party's or Insolvent Party's work site(s) for the above purposes. The non-defaulting Party may complete the Services in whatever fashion it deems most efficient and will have the right to use the existing work product (including instruments of service) of the Defaulting Party or Insolvent Party for purposes of completing the Services of the Defaulting Party or Insolvent Party in connection with the Project, the Contract and/or any applicable Task Order. In such event, the non-defaulting Party will be entitled to receive any and all payments, including fees and reimbursements of costs, which would otherwise be due for such Services under the Contract and apply the proceeds thereof (i) to cover all expenses incurred by the non-defaulting Party in taking over and completing (by use of its own forces, subcontracting or otherwise) such Services, (ii) to earn a profit in respect of such Services, and (iii) to establish a contingency fund to cover any and all warranties or other obligations assumed by the non-defaulting Party with respect to such Services or any other uncured defect or deficiency for which the non-defaulting Party assumes responsibility. The Defaulting Party and/or Insolvent Party shall indemnify, defend and hold harmless the non-defaulting Party from and against all Indemnified Losses incurred or suffered by the non-defaulting Party in the performance of Services taken over by the non-defaulting Party.

12.1.4 The non-defaulting Party will have the right to establish a new Joint Venture bank account in accordance with Section 8.8.

12.2 Cure Rights. If a Party is (i) in default under clause (i) of Section 12.1, (ii) in default of the requirements of the Contract in respect of the performance of its Services, including failure to progress in the performance of the Services within the timeframe(s) specified in the Contract or the applicable Task Order; (iii) in default of the Contract's safety requirements; or (iv) in default of the Contract's technical requirements in any material respect, and in any such event described in (i), (ii), (iii) or (iv), fails to cure such default within seven (7) days after receipt of written notice of default from the non-defaulting Party, then the non-defaulting Party will have the rights and remedies afforded it under Subsections 12.1.1 through 12.1.4.

12.3 General Remedies. In the event of a default of a Party's obligations under this Agreement beyond any applicable cure period, in addition to the remedies set forth in Section 12.1 above, the non-defaulting Party will be entitled to exercise all applicable remedies available to it, whether at law, in

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equity or otherwise, including without limitation: recovery of Indemnified Losses, recovery of Joint Venture losses sustained by such non-defaulting Party in excess of its allocable share hereunder; an action to obtain specific performance and/or injunctive relief; and the right to invoke the buy-sell provisions under Section 15.5 below.

**Article 13: Losses and Liabilities**

13.1 Special Allocation of Liabilities. As between the Parties, any losses or liability (whether to the Client or any third party) that the Joint Venture may incur arising from or relating to the Contract or the performance of Services under the Contract shall be allocated as between the Parties in proportion to the respective Participation Interests of the Parties, except as set forth below:

- 13.1.1 Losses or liability caused by the gross negligence, intentional misconduct, or fraud by a Party (including its officers, employees, agents, representatives, and consultants and subcontractors at any tier), shall be entirely borne, assumed, indemnified and reimbursed by such Party.
- 13.1.2 In the event of a default by a Party under this Agreement, losses or liability sustained by the Joint Venture, the non-defaulting Party, or both, as a result of such default shall be entirely borne, assumed, indemnified and reimbursed solely by the Defaulting Party.
- 13.1.3 In the event of a breach by a Party in the performance of its obligations under a Task Order Agreement, losses or liability sustained by the Joint Venture, the non-breaching Party, or both, as a result of such breach shall be entirely borne, assumed, indemnified and reimbursed by the breaching Party.
- 13.1.4 Losses or liability caused by the acts or omissions of a Party (including its officers, employees, agents, representatives, consultants and subcontractors at any tier) in the performance of Services performed exclusively by such Party and its subcontractors and consultants under any Task Order Agreement, shall be entirely borne, assumed, indemnified and reimbursed by that Party.
- 13.1.5 Losses or liability resulting from claims made by an employee of a Party against the Joint Venture or the other Party arising out of the employee-employer relationship, including the payment of salary, wages, employment benefits and payroll taxes, will be entirely borne, assumed, indemnified and reimbursed by the Party by whom such person is or was employed.
- 13.1.6 Losses or liability resulting from third-party claims brought against the Joint Venture or either Party arising out of or relating to Services performed jointly by the Parties (including their respective officers, employees, agents, representatives, consultants and subcontractors at any tier) shall be allocated between the Parties in accordance with each Party's respective, relative degree of fault or responsibility, as determined by agreement of the Parties or, failing such agreement, by the dispute resolution procedures set forth in Article 16.

13.2 General Allocation of Liability. With respect to the liabilities allocated in Subsections 13.1.1 through 13.1.5 above, such Party to whom any such loss or liability is allocated shall defend, indemnify, and hold harmless the Joint Venture and the other Party from such loss or liability (or claims thereof), and reasonable attorneys' fees incurred in connection therewith. With respect to the losses and liabilities allocated in Subsection 13.1.6 above, each Party agrees to indemnify and hold harmless the other Party from any and all such losses or liability (or claims thereof), and reasonable attorneys' fees incurred in connection therewith, that are in excess of such other Party's share thereof based on its relative degree of fault or responsibility, as determined in accordance with Section 13.1.6.

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13.3 Indemnity. With respect to any losses or liabilities (or claims thereof) not covered by Subsections 13.1.1 through 13.1.6, each Party agrees to indemnify and hold harmless the other Party from any and all such losses and liabilities (or claims thereof), and reasonable attorneys' fees incurred in connection therewith arising from or related to the Contract or the performance of the Services under the Contract, or this Agreement that are in excess of such other Party's proportionate share thereof based on its Participation Interest, irrespective of the contributory fault, negligence, or strict liability of the indemnified Party.

13.4 Provisional Responsibility. If a dispute arises between the Parties as to the allocation of losses or liability, or both, that each Party is obligated to bear hereunder, the Parties shall provisionally bear such loss or liability in proportion to their respective Participation Interests until the dispute is resolved in accordance with Article 16, at which time the Parties shall adjust their respective payments or recoveries in accordance with the final determination made thereunder.

**Article 14: Insurance**

14.1 Required Coverages. Each Party shall be responsible for maintaining the following operational insurance coverage:

- 14.1.1 Workers' Compensation for statutory limits in compliance with the applicable state and federal laws;
- 14.1.2 Employer's Liability with a limit of \$2,000,000;
- 14.1.3 Commercial General Liability, including Products and Completed Operations, Contractual Liability, and Broad Form Property and Personal Injury Liability, with a combined single limit of \$2,000,000 per occurrence and in the aggregate;
- 14.1.4 Automobile Liability Insurance with a combined single limit of \$2,000,000 for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by a Party in the performance of Services under the Contract or this Agreement;
- 14.1.5 Professional Liability Insurance in the amount of \$3,000,000 per claim and in the aggregate;
- 14.1.6 Umbrella Liability in excess of (14.1.2), (14.1.3) and (14.1.4) above, with an aggregate limit of \$2,000,000 (Note: limit requirements can be satisfied by any combination of Primary and Excess coverage); and
- 14.1.7 Contractor's Pollution Liability shall be required if the Services involve invasive services (including drilling or digging) or the handling, transportation, remediation, or disposal of hazardous substances. Contractor's Pollution Liability coverage shall include limits of \$5,000,000 per claim and in the aggregate and insure against all liability with respect to bodily injury, death, or property loss or damage, in connection with or arising out of performance of the Services, including coverage for the cost of clean-up and subsequent damage to the environment resulting from spills and spill clean-up efforts. If the Services include asbestos abatement, Asbestos Liability must be included.
- 14.1.8 Any insurance written on a "claims made" basis shall (a) have a retroactive date of no later than the earlier of the date of this Agreement or the earliest commencement of the Party's Services in relation to the Project and (b) be maintained for at least six (6) years after the latest completion of the Services or Work, or termination of the Contract, whichever is later.

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14.1.9 Each Party shall endorse its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance policies to provide that the Joint Venture is an additional insured under said policies for that Party's interest in the Joint Venture. The other Party and, if required by the Contract, the Client, shall also be included as an additional insured. Each Party's Professional Liability insurance policy shall, if necessary, be endorsed to include the liability of the insured arising out of the insured's interest in the Joint Venture.

14.2 Additional Coverage. The policies and limits specified above represent the minimum coverage to be carried by each of the Parties hereunder. Notwithstanding the foregoing, if the Contract requires the Joint Venture and/or the Parties to maintain additional coverage and/or increased limits, the Parties shall be required to procure such additional insurance in accordance with the terms of the Contract.

14.3 Waiver of Subrogation. Each Party hereby waives and shall obtain from all of its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance carriers a waiver of any rights of subrogation against the other Party and its directors, agents, employees, and assignees, with respect to risks associated with the Services provided pursuant to the Contract.

14.4 Cost Responsibility. Unless noted otherwise or with the written approval of the Management Committee, the cost of any insurance required herein (including any deductibles and self-insured-retention amounts) shall be the responsibility of the Party procuring such coverage.

14.5 Directors and Officers Coverage. The Management Committee, in its discretion, shall be responsible for obtaining insurance for the Joint Venture for management risks such as Directors & Officers Liability, Fiduciary Liability, and any other insurance coverage deemed appropriate by the Management Committee, the cost of which shall be an expense of the Joint Venture.

14.6 Binding upon Subcontractors. Absent written approval from the Management Committee, all lower-tier subcontractors, whether retained directly by the Joint Venture or by a Party to the Joint Venture, shall be required to comply with the provisions of this Article.

**Article 15: Assignment or Change in Control**

15.1 No Assignment. Each Party is entering into this Agreement in reliance upon the other Party being and remaining a party to this Agreement and a member of the Joint Venture. Except as otherwise permitted in this Agreement, neither Party shall, directly or indirectly, assign, sell, transfer, dispose of, pledge or hypothecate all or any part of its rights, interest or obligations hereunder or its rights or interest in the Joint Venture or in any of the assets of the Joint Venture (including the Contract) (collectively, a Party's "Interest in the Joint Venture"), except with the prior written consent of the other Party, and, if required by the Contract, with the prior written consent of the Client. For purposes of this Article 15, a Change in Control of a Party shall be considered an assignment of such Party's Interest in the Joint Venture. Accordingly, any Change in Control of a Party or a purported assignment by a Party of its Interest in the Joint Venture without the other Party's prior written consent will constitute a default by such Party hereunder and render it a Defaulting Party hereunder.

15.2 Permitted Assignments. Notwithstanding the foregoing, a Party (the "Transferor") may, from time to time, assign all of its interest in the Joint Venture (either directly or through a Change in Control) to a person or entity (the "Transferee") controlling, controlled by or under common control with the Transferor (a "Permitted Transferee") (and for this purpose, "control" means the direct or indirect ownership of voting ownership interests sufficient to elect or control the election of a majority of an entity's governing body), but only if at the time of the transfer:

15.2.1 there has otherwise been no Change in Control of the Transferor or Transferee

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subsequent to the date of this Agreement;

- 15.2.2 the Permitted Transferee agrees in a writing delivered to the other Party and the Joint Venture that it will be bound in all respects by the Transferor's obligations and liabilities under this Agreement; and
- 15.2.3 the Transferor guarantees in a writing delivered to and satisfactory to the other Party, acting reasonably, the full and timely performance by the Transferee of all of the Transferor's obligations and liabilities under this Agreement; provided, however, in the event the Transferor is dissolved or otherwise ceases to exist, own business assets or conduct business in any material respect as a result of or in connection with the assignment of the Transferor's interest in the Joint Venture, then, at the request of the non-transferring Party, the Transferee must provide a parent company guaranty in favor of the Joint Venture and the non-transferring Party from a parent entity and in a form acceptable to the non-transferring Party, acting reasonably.

Effective with the delivery of such written undertakings, a Permitted Transferee will succeed to all of the Transferor's Interest in the Joint Venture.

15.3 Change of Control. A "Change of Control" occurs when either of the following occurs:

- 15.3.1 Change in Ownership. Any person or entity, or any group of persons and/or entities, acting in concert, acquires or agrees to acquire, directly or indirectly, either (i) voting ownership interests of a Party that will provide the acquirer(s) with sufficient voting rights to elect or control the election of a majority of the Party's governing body or (ii) in the case of a Party that has a class of securities registered under section 12 of the Securities Exchange Act of 1934, as amended, or that is subject to the periodic reporting requirements at that Act by virtue of section 15(d) of that act, more than 50% of the Party's ownership interest having general voting rights to elect a majority of the directors or corresponding governing body.
- 15.3.2 Board Approved Acquisition. The Party's governing body recommends approval of an offer to acquire voting ownership interests of the Party that will provide the acquirer(s) with sufficient voting rights to elect or control the election of a majority of such Party's governing body.

15.4 Consequence of Assignment. Subject to the provisions of Section 15.5, a Change of Control or purported assignment of any Interest in the Joint Venture will not dissolve the Joint Venture or, unless such transaction constitutes a permitted assignment under Section 15.1 or 15.2, enable the Transferee to exercise any voting or management rights of the Transferor, including any right for its representatives to participate in or vote at meetings of the Management Committee. After any such Change in Control or assignment of an Interest in the Joint Venture, all decisions by the Management Committee will be by a majority vote of the representatives of only the non-transferring Party if such transaction was not a permitted assignment under Section 15.1 or 15.2, and in all events the Transferor and Transferee will be jointly and severally responsible for the Transferor's share of required capital contributions, the Transferor's other obligations and liabilities under this Agreement, the performance of the Services assigned to the Transferor under outstanding Task Order Agreements, and the Transferor's other obligations and liabilities under the Contract.

15.5 Within [ninety (90)] days after any of the events of default or insolvency specified in Section 12.1 (including any purported assignment of an Interest in the Joint Venture or a Change in Control (in either case, other than to Permitted Transferee) for which the consent required in Section 15.1 has not been given, the non-defaulting Party may give written notice to the Defaulting Party or Insolvent Party, as applicable, stating that the non-defaulting Party has elected to either (a) purchase the Defaulting

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Party's or Insolvent Party's entire Interest in the Joint Venture for a purchase price equal to (i) 90% of its Fair Market Value (as determined in Section 15.6 below) less (ii) the sum of Indemnified Losses owing by the Defaulting Party or Insolvent Party to the non-defaulting Party (without prejudice to the non-defaulting Party's right to seek recovery of the balance of such Indemnified Losses should the amount of Indemnified Losses exceed the Fair Market Value of such Interest in the Joint Venture) or (b) sell its entire Interest in the Joint Venture to the Defaulting Party or Insolvent Party for a purchase price equal to (i) 100% of its Fair Market Value, as determined prior to the application of any discount for lack of control or marketability of such Interest in the Joint Venture or similar discount factors otherwise applied by an appraiser, plus (ii) the sum of all Indemnified Losses owing by the Defaulting Party or Insolvent Party to the non-defaulting Party. The Defaulting Party or Insolvent Party shall be bound by the election of the non-defaulting Party, and shall deliver all documents reasonably requested by the non-defaulting Party (including assignments of contract rights and instruments of service) in order to (A) consummate the purchase or sale transaction elected by the non-defaulting Party and (B) enable the purchasing Party to complete the Services required under the Contract. The non-defaulting Party's election to purchase or sell shall not be subject to the assumption of any liabilities of the selling Party or any conditions other than any required consent of the Client or other approval by the government; provided, however, the purchasing Party shall exercise commercially reasonable efforts to complete the selling Party's Services required under outstanding Task Order Agreements. The closing of the purchase and sale will take place on the [thirtieth (30th)] day following the date on which the Defaulting Party or Insolvent Party receives the non-defaulting Party's election to purchase or sell, or, if that day is not a business day, on the next following business day. The closing will be extended to the extent necessary for either Party to secure any required Client consent or other governmental approval to a date five (5) business days following such approval or consent so long as that Party is using its best commercially reasonable efforts to pursue the approval or consent and every [thirty (30)] days during the extension delivers to the other Party a certificate that approval or consent is being so pursued. The closing shall proceed notwithstanding any dispute between the Parties concerning the existence or amount of Indemnified Losses, with all monies placed in escrow at closing pending the resolution of the dispute pursuant to Article 16. Upon consummation of the closing, the selling Party shall cease to own or hold any Interest in the Joint Venture.

15.6 Determination of Fair Market Value. Each Party will (i) select a nationally or regionally recognized appraiser with experience in valuing business interests similar to that of the Parties' Interests in the Joint Venture and (ii) give notice to the other Party of its appraiser's name and address. If either Party fails to appoint an appraiser and give notice to the other Party in accordance with this Section, the appraiser that was appointed by the other Party will determine the Fair Market Value of the Interest in the Joint Venture to be purchased hereunder. The appraisers will determine the Fair Market Value of such Interest in the Joint Venture in accordance with the following:

- 15.6.1 Each Party will cause its appraiser to deliver to the other Party within sixty (60) days of its selection its appraisal report and determination of the Fair Market Value of the Interest in the Joint Venture. In performing its appraisal of such Interest in the Joint Venture, each appraiser may apply any customary and appropriate discounts for lack of marketability, lack of control or similar factors. In that all profits derived from the performance of Services under the Contract are earned by, and the sole property of, the Party that performs such Services, the appraisers shall not consider any such profits in the determination of the Fair Market Value of the Interest in the Joint Venture.
- 15.6.2 If the lower appraisal is at least 90% of the higher appraisal, then the Fair Market Value of the Interest of the Joint Venture will be the average of the two appraisals.
  - (i) If the lower appraisal is less than 90% of the higher appraisal and if neither Party objects within thirty (30) days after its receipt of the appraisal from the other Party, then the Fair Market Value of the Interest in the Joint Venture will be the average of the two appraisals.

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- (ii) If the lower appraisal is less than 90% of the higher appraisal and if either Party objects within thirty (30) days after its receipt of the appraisal from the other Party, then the Parties will cause the two appraisers to appoint a third nationally or regionally recognized appraiser with experience in valuing business interests similar to that of the Interests in the Joint Venture. If the two appraisers cannot agree upon a third appraiser within ten (10) days following receipt by the appraisers of notice requesting that they appoint the third appraiser, then either of the Parties may apply to have the third appraiser selected by [the American Arbitration Association] from its panel of appraisers, unless otherwise agreed between the Parties. Within 60 days after the appointment of the third appraiser, the third appraiser will deliver to each Party an appraisal report that sets out the appraiser's determination of the Fair Market Value of the Interest in the Joint Venture, together with an analysis of how it determined that Fair Market Value.
  - (iii) If a third appraiser is appointed, the Fair Market Value of the Interest in the Joint Venture will be the value determined by the one of the first two appraisers whose value determination was closest to that determined by the third appraiser. However, if the third appraiser's determination is within 10% of the average of the first two appraisals, whether higher or lower, then the average of the first two appraisals will be the value that is used.
  - (iv) Subject only to signing a confidentiality agreement that is in form and substance customary at that time for appraisers, each appraiser will be granted unrestricted access to the books and records of the Joint Venture and the employees of the Parties having information about the Joint Venture.
  - (v) Each Party will pay the fees and expenses of the appraiser it appoints. The Party whose appraiser's valuation was not used will pay the cost of any third appraiser; *provided, however*, that if the average of the first two appraisals is used pursuant to Section 15.6.2(iii), then the Parties will bear equally the fees and expenses of the third appraiser.

15.7 No Collateral. Neither Party will, without the written consent of the other Party, assign, transfer or sublet any claims, causes of action or rights against the other Party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement or the Contract as security, collateral or the source of payment for any notes or liabilities to any third party; or any control of any claims or causes of action arising from or under this Agreement or the Contract, in each case without the written consent of the other Party.

15.8 Survival. The provisions of this Article will survive the completion of the Contract or termination of this Agreement for any reason and will remain enforceable between the Parties.

#### **Article 16: Disputes**

16.1 Internal Discussion. The Parties shall attempt in an amicable manner to adjust and settle any disagreement that may arise between them under or in connection with this Agreement, including any deadlock over business matters or any dispute over legal matters.

16.2 Principals-in-Charge. In the event any business deadlock or legal dispute between the Parties is not resolved by the Management Committee, either Party may submit such deadlock or dispute to the designated Principals-in-Charge (PICs) from each Party. Submittal of the deadlock or dispute shall be accompanied by designation of the submitting Party's PIC. Upon receipt of the submittal, the receiving Party shall designate its PIC within ten (10) days thereafter, and the Parties' respective PICs

ACERM Program Management  
Joint Venture Agreement Dated April 12, 2022

27

ACCOM Master Non-Integrated Joint Venture Agreement (v.03.16.2021)

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shall convene within thirty (30) days of the submittal at such location as the PICs may agree. The PICs shall hear such deadlock or dispute at a time, place, and under such procedural rules as they may specify, and shall act only by unanimous consent. It is the intention of the Parties that the PICs shall resolve disputes without the need for arbitration or litigation. However, nothing herein shall be deemed to require any Party to exhaust this procedure prior to exercising whatever rights or remedies it might have under this Agreement or at law or equity. The Parties recognize the possibility of deadlock between the PICs, but intend that through this mechanism, disputes may be discussed and resolved without the need of arbitration or litigation.

16.3 Mediation. If the dispute or deadlock is not resolved in accordance with Section 16.2 within thirty (30) days following submission of the dispute or deadlock to the PICs, the Parties shall submit their dispute to mediation at a mutually agreed upon date with the mediator. The Parties shall mutually agree to one mediator. In the event they cannot mutually agree to such a mediator, the mediator shall be selected under the [Commercial Mediation Procedures of the American Arbitration Association], unless otherwise agreed between the Parties.

16.4 Arbitration. If mediation is unsuccessful in resolving a dispute between the Parties over their respective legal rights, claims, liabilities or obligations arising out of or relating to this Agreement, the Joint Venture or the Project within sixty (60) days after submission of the legal dispute to mediation, then the Parties shall submit such legal dispute to binding arbitration to be conducted in the State of Georgia by a sole arbitrator selected by agreement of the Parties. In the event the Parties cannot agree on such arbitrator within thirty (30) days following either Party's demand for arbitration, an arbitrator shall be selected in accordance with the [Commercial Arbitration Rules of the American Arbitration Association], unless otherwise agreed between the Parties. The arbitrator thus selected shall thereafter proceed to ascertain the facts relating to such dispute and to make a determination thereof; the determination of the arbitrator shall be final, binding and conclusive upon the Parties and enforceable at law in a court having jurisdiction over the Party against whom enforcement of the arbitrator's decision is sought to be enforced. Judgment on the arbitrator's award may be entered in any such court of competent jurisdiction.

16.5 Contract Dispute Procedures. Notwithstanding the foregoing, if and to the extent that a legal dispute between the Parties relates to a claim or controversy to which the Client is a party (such that in the interest of judicial economy and to avoid the possibility of inconsistent judgments, a single dispute resolution proceeding is warranted), then the Parties agree that the dispute resolution provisions in the Contract, if any, shall apply and take precedence over the provisions of this Article 16 if and to the extent such dispute resolution procedures are available and capable of being administered in connection with such dispute.

16.6 Continued Performance. The Parties shall not allow any dispute to affect or threaten the progress and completion of the Services. Each Party shall remain responsible for the performance of its obligations under this Agreement and the Contract and shall continue to perform and prosecute the Services as directed by the Program Manager during any dispute resolution process notwithstanding any such dispute between the Parties.

16.7 Equitable or Interim Relief. Notwithstanding any provision herein to the contrary, each of the Parties may apply to a federal or state court of competent jurisdiction in Georgia for injunctive relief, a decree of specific performance or other equitable or interim remedies pending the outcome of negotiations, mediation or arbitration. The Parties hereby irrevocably submit to the jurisdiction and venue of such courts. Such equitable remedies shall also be available from such a court of competent jurisdiction in Georgia in order to enforce the arbitrator's award.

#### **Article 17: Distributions and Tax Allocations**

17.1 Discretionary Distributions. Subject to the terms and conditions of this Agreement, including Articles 11 and 12, distributions may be made to the Parties during the term of this Agreement at such

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times, in such amounts, and subject to such conditions as the Management Committee may from time to time determine.

17.2 Repayment of Advances. Should the Joint Venture make any advances or loans to either Party, then the Joint Venture shall withhold from distributions to be made pursuant to Article 11, Article 12 or Section 17.1, amounts designated by the Joint Venture to be applied in repayment of such advances or loans, together with interest, until such advances or loans are repaid in full, notwithstanding the fact that such advances or loans may not then be due and payable according to the terms of any instrument evidencing such advance or loan.

17.3 Distributions. No distribution shall be made pursuant to this Agreement if the making of such distribution would create an event of default under any loan agreement, any mortgage, or other security instrument to which the Joint Venture is subject, or otherwise materially adversely affect the ability of the Joint Venture to perform its obligations under the Contract, any other agreement to which the Joint Venture is subject, or both. Any distribution pursuant to this Article, to the extent not permitted by the previous sentence, shall be deferred until such time as it will not create an event of default or materially adversely affect the ability of the Joint Venture to perform its obligations. If any such distribution can at any time only be made in part, it shall be made to the Parties in proportion to the amounts that would have been paid to them but for this Article 17.

17.4 Tax Allocations. All gross income, gains, losses, deductions, and credits of the Joint Venture, as determined for US federal income tax purposes, shall be allocated for such purposes between the Parties in accordance with their Participation Interests.

17.5 Designation of Partnership Representative.

17.5.1 Designation. [AECOM] is designated as the Partnership Representative within the meaning of IRC §6223(a) and shall act in any similar capacity under applicable state, local, or foreign law (in such capacity and hereinafter, the "Partnership Representative").

17.5.2 Elections. Except as otherwise expressly provided to the contrary in this Agreement, all tax elections, including federal, state, local, and foreign tax elections, shall be made by the Partnership Representative in its sole discretion. To the extent applicable, the Partnership Representative shall make the small partnership election as described in IRC §6221(b) as in effect for taxable years beginning after December 31, 2017.

17.5.3 Expenses of Partnership Representative; Indemnification. The Partnership Representative shall be reimbursed for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages, incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Parties attributable to this Agreement, except where such individual's action constitutes gross negligence, actual fraud or intentional misconduct. The payment of any and all such then-existing expenses shall be made before any distributions are made to each Party. Neither the Partnership Representative nor any Party shall have any obligation to provide funds for such purpose.

17.6 Requirement to Prepare and File Tax Return. The Partnership Representative shall cause the preparation and timely filing of all tax and information returns required to be filed pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Joint Venture does business. Copies of the returns, or pertinent information from the returns, shall be furnished to the Parties no later than two (2) months before the extended due date of the Joint Venture's federal income tax return. The Partnership Representative will direct that any tax imposed upon the Joint Venture be paid by the Joint Venture to federal, state, city or other municipalities as required by law.

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Capital Structure of Joint Venture. The initial Capital Contribution of each Party shall be as follows:

**Capital Contributions**

AECOM	\$7,500.00
CERM	\$5,000.00

The initial capital contribution required from each Party shall be paid to the Joint Venture on a date and in the manner specified by the Management Committee.

17.7 Amounts Withheld. All amounts withheld pursuant to the Internal Revenue Code or any provision of any state, local, or foreign tax law with respect to any payment, distribution, or allocation to the Parties shall be treated as amounts paid or distributed, as the case may be, to the Parties. The Joint Venture is authorized to withhold from payments and distributions, or with respect to allocations to the Parties, and to pay over to any federal, state, local, or foreign government, any amounts required to be so withheld pursuant to the Internal Revenue Code or any provisions of any other federal, state, local, or foreign law, and shall allocate any such amounts to the Parties with respect to which such amount was withheld and shall offset amounts otherwise distributable to such Party.

**Article 18: Completion of Project, Division of Profit**

Upon completion of the Project, after reimbursing, providing for and paying all costs disbursed or incurred for its performance, and all other costs and charges required by the Contract and ordinarily and usually charged as costs in performance of such a contract, including payment of all claims not covered by insurance, or by providing proper reserves for any such claims, which shall have either been brought against the Joint Venture, the Parties, or both of them, or may be reasonably anticipated, and after providing adequate reserves for any other contingency, if any, that shall be determined by the Management Committee to be reasonably necessary; and after repaying all sums advanced by the Parties for working capital, any undistributed profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided between the Parties in accordance with their proportionate shares as determined under Articles 5, 7, and 12. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed.

**Article 19: Successors and Assigns**

Subject to the foregoing provisions herein contained, this Agreement shall inure to the benefit of, and be binding upon the Parties, their successors, trustees, permitted assigns, receivers, and legal representatives, but shall not inure to the benefit of any other person, firm or corporation.

**Article 20: Confidentiality; Entire Agreement**

20.1 Subject to any applicable requirements of the Contract, (1) information relating to this Agreement or the Contract which is gathered, exchanged, or otherwise obtained by the Parties during the term of this Agreement shall be maintained in confidence and shall not be utilized except for purposes in furtherance of this Agreement and the exercise of rights, obligations, duties, and privileges set forth herein; and (2) such information will not be disclosed to any third parties or to a Party's own personnel except where there is good faith need to know; provided however, that no Party shall be liable for any utilization or disclosure if the information falls into any of the following categories:

20.1.1 Information which at the time of disclosure is or thereafter becomes within the public domain other than by reason of the disclosing Party's breach of this Agreement.

20.1.2 Information that prior to disclosure hereunder was already in the recipient's possession

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and was not the subject of any confidentiality obligation of the disclosing Party.

20.1.3 Information which, subsequent to disclosure hereunder, is obtained by the disclosing Party from a third party lawfully in possession of such information and which information is not subject to a confidentiality obligation.

20.1.4 Information that was used or disclosed by the receiving Party in accordance with the prior written authorization of the disclosing Party.

20.1.5 Information independently developed by the receiving Party without the use of the disclosing Party's proprietary or confidential information or any breach hereof.

20.2 For the purposes of this Agreement, specific information disclosed shall not be deemed to be in the public domain or in the prior possession of the disclosing Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of the Party.

20.3 Nothing herein shall be construed as giving a Party any right, title, interest in, or ownership of information, or any portion thereof, that is now or is hereafter covered by any patent or license. The Parties' rights in respect thereof shall be subject to all rights of the patent owner and/or licensor.

20.4 A receiving Party shall not be restricted in releasing information in response to a subpoena, court order, or similar legal process, but shall, if not prohibited under a subpoena, court order, or similar legal process, promptly notify the disclosing Party of the request or order for information before responding to same and provide the disclosing Party with a copy thereof so that the disclosing Party may take such action as it deems appropriate to protect its information. If the receiving Party or any of its officers, employees, or agents is legally compelled, whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process, or law or regulation, to disclose any of the disclosing Party's proprietary or confidential information, the receiving Party shall promptly notify the disclosing Party of such requirement so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions hereof, in whole or in part, or both. The receiving Party shall use reasonable efforts, at the disclosing Party's expense, to obtain or assist the disclosing Party in obtaining any such protective order. The receiving Party acknowledges and agrees, however, that any such information that is disclosed pursuant to applicable law or court order continues to be subject to this Agreement for all other purposes, and disclosure to the appropriate entities provided by law or court order does not constitute public disclosure of such information.

20.5 Except as otherwise provided herein or in the Contract, engineering documents, drawings, and specifications prepared solely by or on behalf of a Party as part of the Services shall be the property of the Party preparing same. A Party shall retain all right, title, and interest in its standard drawings and details, designs, specifications, databases, computer software and any other proprietary property ("Party Data"). To the extent the work product contains or requires the use of Party Data by the other Party, the owning Party hereby grants to the other Party a non-exclusive, non-transferrable and royalty free license to use such Party Data solely for the purposes for which the work product was developed under the Contract.

20.6 The confidentiality obligations provided in this Article 20 shall survive the termination or expiration of this Agreement and remain binding upon the Parties for two (2) years following the termination of this Agreement or completion of the Contract, whichever is later.

20.7 No news release, including photographs and films, public announcement, denial, or confirmation shall be made by a Party concerning the subject matter of this Agreement without first obtaining the consent of the other Party and, if applicable, the Client.

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**Article 21: Applicable Law [and Venue Selection]**

This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without reference to its conflict of laws principles. Excluding disputes subject to Section 16.5, any dispute arising out of, or concerning, this Agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Georgia. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts.

**Article 22: Miscellaneous**

22.1 Records; Generally. Each Party agrees to keep accurate and complete cost, correspondence, and other records related to this Agreement. Each Party further agrees to make such records available to the other Party upon ten (10) days' written notice.

22.2 Other Business Activities. During the term of this Joint Venture, each of the Parties may, and shall be free to, participate and engage in any other business activities, subject to any applicable organizational and personal conflict of interest rules or regulations.

22.3 Notice. Any notice required or permitted to be given under this Agreement shall be deemed served if sent by registered mail, personal delivery, or other means whereby receipt is acknowledged to the following addresses or such other addresses as the Parties may designate:

For AECOM: 1360 Peachtree St., NE  
Suite 500  
Atlanta, GA 30309  
Attention: John Wright  
Telephone: 404-202-1537

For CERM: 1990 Lakeside Parkway  
Suite 300  
Tucker, GA 30084  
Attention: Albert Edwards  
Telephone: 678-999-0173

22.4 No Third-Party Beneficiary. Nothing in this Agreement shall be deemed to create any right in anyone not a party and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of anyone not a party.

22.5 Amendments. All amendments to this Operating Agreement shall be in writing and executed by each Party to this Agreement.

22.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

22.7 Recruitment of Employees. The Parties agree that they will not initiate efforts aimed at hiring or actually hire the other Party's personnel who are actively engaged in activities on behalf of the Joint Venture or otherwise covered by this Agreement without prior consent of the other Party. Should an employee of one Party become an employee of the other Party, that individual shall be barred from working on the Contract or other activities of the Joint Venture covered by this Agreement for a period of twelve (12) months. The Management Committee may waive all or part of the 12-month restrictive period at its discretion. This section shall not restrict the right of either Party to solicit generally in the media or other sources for required personnel nor prevent the hiring of an employee of one Party who independently seeks employment with the other Party without personal solicitation by the other Party. Notwithstanding the foregoing, this Section 22.6 shall not apply in the event the non-defaulting Party

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takes over the Defaulting Party's or Insolvent Party's Services pursuant to Section 12.1.3.

22.8 Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to the other Party, as of the Effective Date, as follows:

- 22.8.1 It is a duly organized and validly existing entity in good standing under the laws of the state in which it is incorporated or formed; it is duly qualified to do business in each jurisdiction in which the nature of the business transacted by it requires such qualifications; it has all corporate powers as may be required to conduct its business and carry out the transactions contemplated hereby;
- 22.8.2 The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable in accordance with its terms;
- 22.8.3 It has, and at all times during the term hereof shall maintain, all governmental authorizations necessary to perform its obligations under this Agreement and the Contract; and
- 22.8.4 There is no action, suit, proceeding, claim, or dispute pending or, to its knowledge, threatened against or affecting it or its assets before any governmental body that is reasonably expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement or the Contract.

22.9 Marketing Efforts. The Parties acknowledge that marketing efforts related to the Contract need to be coordinated by and between the Parties. The Program Manager will be responsible for coordinating any such efforts. All marketing efforts directly associated with the Contract or this Agreement shall be coordinated through the Program Manager, who will decide whether a proposed client visit or other marketing effort is necessary or appropriate.

22.10 Survival. The provisions of this Agreement which by their nature are intended to survive the termination or dissolution of the Joint Venture, including indemnities, any expressed limitations of or releases from liability, and restrictions against recruiting another Party's employees, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination or dissolution.

22.11 Enforcement. Each Party shall have the right to enforce the provisions of this Agreement against a Defaulting Party, such enforcement to be undertaken either in the name of such Party or in the name of the Joint Venture.

### **Article 23: Compliance**

23.1 EEO/AA Obligations. Each of the Parties is an equal opportunity employer and federal contractor or subcontractor. As applicable, the Parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. Section 60-300.5 and 60-741.5 require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to their physical or mental disability and protected veteran status.

23.2 Management Systems. Each Party shall use its own management systems to conduct and record its business for the Joint Venture. Such systems shall, at a minimum, include the following components: financial management, accounting, procurement, property control, estimating, and

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contract administration. All management systems must comply with any applicable Contract requirements.

**Article 24: Anti-Bribery and Anti-Corruption Laws**

24.1 Illegal Conduct. No Party shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that:

24.1.1 is illegal under applicable law or regulation; or

24.1.2 would have the effect of causing the Joint Venture or the Parties or their respective subsidiaries or affiliates to be in violation of the applicable laws or regulations, including the U.S. Foreign Corrupt Practices Act or the UK Bribery Act, as applicable.

24.2 Illegal Offers. In connection with this Agreement, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to:

24.2.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of any government (including any department, agency, or instrumentality thereof), state-owned enterprise, international organization, or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the territories in which work will be performed hereunder;

24.2.2 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official in order to:

24.2.2.1 influence any official act or decision, or;

24.2.2.2 induce an Official to do or omit to do any act in violation of his or her lawful duty, or;

24.2.2.3 induce an Official to use his or her influence to affect or influence a decision or act of any government, instrumentality, or international organization, or;

24.2.2.4 assist the joint venture or the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;

24.2.2.5 obtain or secure an unfair or improper advantage for the joint venture or the Parties in any respect.

24.3 Contributions. In connection with this Agreement, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the joint venture or the Parties or in connection with the purpose of this Agreement or the contract with the Client.

24.4 Bribery. In connection with this Agreement, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, no Party shall give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

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24.5 **Sales Restrictions.** No Party shall retain or engage a consultant to carry out sales or marketing obligations in connection with the Solicitation without obtaining the Management Committee's prior written consent. The Management Committee shall have the right, in accordance with this Agreement, to reject a request to engage or retain any such consultant.

24.6 **No Officials Employed.** The Parties hereby covenant that neither they nor any of their respective officers, directors, agents or representatives or employees assigned to the Project are employees of the Client or any governing body having jurisdiction over the Project. The Parties further covenant that no Official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, from this JV Agreement. The Parties agree to notify the Joint Venture Management Committee immediately of any changes to this covenant.

24.7 **No Illegal Payment.** In no case shall either Party be obligated to take any action or make any payment to the other Party or anyone else that would cause the Joint Venture or the Parties to suffer a penalty or contravene applicable laws or regulations, including the laws of the territories in which work will be performed and those of the United States.

24.8 **Termination.** Notwithstanding any other provisions of this Agreement, if a Party breaches any of the covenants contained in this Article 24, such breaching Party shall be deemed a Defaulting Party and the other Party shall have the right to immediately terminate this Agreement for default, without penalty. In such instance, the Defaulting Party shall indemnify and hold harmless the non-defaulting Party and the Joint Venture from and against any Indemnified Losses resulting from such breach of this Article 24.

24.9 **Notification.** Each Party agrees to promptly notify the Management Committee and the other Party in the event it becomes aware of or discloses any potential violation of Anti-Bribery Laws in connection with this Agreement. In addition, a Party will be in default of this Agreement if such Party is (i) found to have violated Anti-Bribery Laws by a governmental body empowered to make such a finding, or (ii) the subject of a governmental investigation involving violations of Anti-Bribery Laws in connection with this Agreement and the other Party (who is not a target of such investigation), in its reasonable discretion, believes that the on-going investigation materially impairs the ability of the Joint Venture to provide the Services and/or complete the Contract.

**Article 25: Exhibits**

25.1 **Exhibit A, Scope of Services**

25.2 **RFP Appendix A: Owner's Criteria and Narrative Scope of Work**

*[SIGNATURES ON THE FOLLOWING PAGE]*

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives, in duplicate counterparts, each having the same effect, as of the date and year first above written.

**AECOM Technical Services, Inc.**

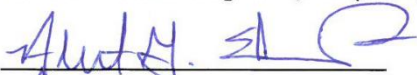
Signature:  Jelen1,  
Michael  
Digital signed by Jelen1, Michael  
DN: cn=Jelen1, Michael, ou=USARL1,  
email=Michael.Jelen1@aecom.com  
Location: 2000 K Street, 8th Floor  
Washington, DC 20006  
Date: 2022.04.22 12:08:40 -0400

Name: Michael Jelen

Title: Senior Vice President

Date: 22 APR 2022

**Corporate Environmental Risk Management, LLC (CERM)**

Signature: 

Name: ALBERT G. EDWARDS

Title: CEO & President

Date: April 12, 2022

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**EXHIBIT A**

**Scope of Services**

(1) General Description of Services to be Performed by the Joint Venture:

Provide construction program management services (the "Services") for K-12 educational facilities, and to act on the DeKalb County School District's (the "Owner") behalf for delivery of its Capital Improvement Program ("CIP") composed of multiple site modifications, renovations, additions and new construction projects (the "Owner's Projects"). A copy of the CIP Summary and more detailed information regarding the CIP can be obtained on the Owner's website at [www.dekalbschoolsga.org/e-splost/](http://www.dekalbschoolsga.org/e-splost/).

The Program Manager will also be required to manage and complete any projects remaining from the E-SPLOST V Program. **(See RFP Exhibit C).**

(2) Division of Services and Allocation of Responsibilities Between and Amongst the Joint Venture Members:

AECOM	<u>60%</u>
CERM	<u>40%</u>