

STANDARD FORM OF CONTRACT
FOR ARCHITECTURAL SERVICES
(STATE CAPITAL OUTLAY PROJECTS)

BETWEEN THE
DEKALB COUNTY BOARD OF EDUCATION
AND THE ARCHITECT

Architect: BRPH Architects Engineers, Inc.
Architect Address: 2727 Paces Ferry Road SE, Building 1, Suite 1800
Atlanta, Ga 30339
Project Name: Dresden Elementary School Replacement
Project Address: 2449 Dresden Drive, Chamblee, GA 30341
Project No.: 362-35
Solicitation No.: RFQu No. 23-752-008
Cost Code: SP5FACCON.36235.ARCHITECT

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CONTRACT FOR ARCHITECTURAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **BRPH Architects Engineers, Inc.** (the "Architect"). This Contract shall be effective on the date executed by the last party to execute it.

The architectural services required by this Contract are to be rendered for a construction project identified as **Dresden Elementary School Replacement** (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Architect agree:

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to execute this Contract and recognizing that Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Contract or implied by operation of law, the Architect, by executing this Contract, makes the following express representations to the Owner:

1.1 The Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project;

1.2 The Architect has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties hereunder have been fully satisfied;

1.3 The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

1.4 The Architect shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations; and

1.5 The Architect assumes full responsibility to the Owner for the improper acts and omissions of Architect's consultants or others employed or retained by the Architect in connection with the Project.

ARTICLE 2

PRELIMINARY CONSULTATION, EXAMINATION AND REPORT

Prior to the preparation of the Schematic Design as required by Article 3 below, the Architect shall first consult in detail with the Owner, and shall carefully examine any information provided by the Owner concerning the Owner's policies, purposes, concepts, objectives, desires, and design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements, and any other information provided by the Owner concerning the Owner's criteria for the Project (collectively, all of the foregoing information may be referred to as the "Owner's Criteria"). Following such examination, and in no event later than ten (10) calendar days after the effective date of this Contract, the Architect shall prepare and submit to the Owner a written report detailing the Architect's budgetary, operational, or other problems or recommendations which may result from the Owner's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate; addressing each of such identified problems.

ARTICLE 3

PRELIMINARY DESIGN AND PRICE ESTIMATES

3.1 After reviewing with the Owner the written report required by Article 2 above, agreeing upon any proposed solutions to identified problems resulting from the Owner's Criteria, the Architect shall draft and submit to the Owner a "Schematic Design" for the Project per RFQu Appendix G: Owner's Master Schedule. The Schematic Design shall be consistent with the Owner's Criteria, as, and if, modified, and shall include as a minimum the information outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements. This includes:

3.1.1 Schematic Design Drawings

3.1.2 Preliminary Outline of Specifications

3.1.3 Cost Estimate as described in Article 3.2 below

3.1.4 Written description of major components of the Design

3.1.5 Any other documents or things necessary or appropriate to describe and depict the Preliminary Design and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

3.2 Upon completion of the Schematic Design and as part of the Schematic Design submittal, the Architect shall submit to the Owner in writing, its preliminary estimate for constructing the Project. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents (CD), the Architect shall update and refine the preliminary estimate of the contractor's anticipated price for constructing the Project. At a minimum, the Architect shall submit to the Owner in writing its updated and refined estimate per the requirements outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements. The Architect shall advise the Owner of any adjustments to previous estimates for constructing the Project. If at any time the Architect's estimate for constructing the Project exceeds the Owner's Stated Cost Limitation (SCL) by more than 5%, the Architect shall make

appropriate revisions to the Design Documents to bring the cost within the SCL. These revisions will be performed by the Architect at no additional cost to the Owner. The Architect will also be responsible for creating a Recovery Schedule to complete the design per the original Design Schedule.

3.3 In preparing estimates of the contractor's anticipated price for constructing the Project, the Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction acceptable to Owner are to be included in the Construction Documents (CD); to make reasonable adjustments in the scope of the Project acceptable to Owner and to include in the Design for Construction alternate bids acceptable to Owner as may be necessary to adjust the estimated contractor's anticipated price for constructing the Project to meet the Owner's budget.

3.4 Upon completion and submittal of the Schematic Design and the Preliminary Estimate, the Owner, the Owner's Representatives, and other parties as deemed necessary will review the documents for general compliance with the Owner's design criteria described in Article 2 of this Contract. The Architect will participate in a Design Review Meeting at the end of the design review period and, once in agreement with the proposed comments/ revisions, will proceed to the 50% Construction Drawings Phase, where he will promptly incorporate the agreed upon comments/ revisions into the Design Documents.

3.5 After reviewing with the Owner, the design review comments identified in 3.4 above, and agreeing upon any proposed solutions to identified problems resulting from the review, the Architect shall draft and submit to the Owner a "50% Construction Drawings" submittal for the Project per RFQu Appendix G: Owner's Master Schedule. The 50% Construction Drawings submittal shall be consistent with the Owner's Criteria, as, and if, modified, and shall include as a minimum the information outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements.: This includes:

3.5.1 50% Construction Drawings

3.5.2 Initial Draft of Specification Manual

3.5.3 Cost Estimate as described in Article 3.2 above

3.5.4 Any other documents or things necessary or appropriate to describe and depict the 50% Construction Drawings Concepts and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

ARTICLE 4

CONSTRUCTION DOCUMENTS

4.1 Upon written direction from the Owner, after reviewing with the Owner the 50% Construction Drawings Submittal required by Article 3 above, and after incorporating any changes or alterations authorized or directed by the Owner with respect to the 50% Construction Drawings Submittal or with respect to the Owner's Criteria, as, and if, modified, , the Architect shall draft and submit to the Owner the "Construction Documents (CD)" in the phased submittals outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements and RFQu Appendix G: Owner's

Master Schedule. The Construction Documents shall include plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for construction of the Project. In preparing the Construction Documents, including without limitation any changes thereto, the Architect shall, as and when necessary, file and review all plans and specifications with all departments, divisions and offices of the State of Georgia and of DeKalb County having jurisdiction and requiring such filing or review, including without limitation the State of Georgia Department of Education, State of Georgia Environmental Protection Division, DeKalb County Building Department, DeKalb County Development Department and DeKalb County Fire Marshall, and incorporate all required review comments into the plans and specifications. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's Criteria), and memoranda of policy furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. The **services required of the Architect under this Contract do include**, without limitation, an **Erosion, Sedimentation and Pollution Control Plan** in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, **building evacuation plans, site evacuation plans, demolition plans** (if demolition is applicable), and any and all other services required by law or otherwise necessary to provide permittable drawings and specifications.

4.2 All plans and specifications shall bear the signature and seal of the Architect. Structural, electrical, and mechanical plans and specifications shall also bear the signature and seal of the respective engineers, licensed in the State of Georgia. **Five (5) sets of all plans, sized 30" x 42", and specifications**, properly signed and sealed, shall be **furnished to the Owner at every submittal stage**. In addition:

4.2.1 **Architect shall provide Owner with all final plans on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000;**

4.2.2 Drawings will be posted on the District's Project Management software Proliance "Contract Manager System" (CMS) using an Owner supplied license, as follows:

4.2.2.1 Preliminary Consultation and Examination Report – Posted on CMS as a PDF file. ✓

4.2.2.2 Schematic Design Submittal – Drawings posted as one PDF file, specifications posted as one PDF file, additional reports posted as PDF files.

4.2.2.3 Construction Documents – 50% same as 4.2.2.2

4.2.2.4 100% Construction Documents – Each drawing and specification section is to be posted as a separate PDF file.

4.2.3 **Architect shall provide Owner with 11" x 17" prints of the final site plan, grading plan, staking plan, and overall floor plan; and**

4.2.4 The maximum drawing sheet size shall be 30" x 42".

★ 4.2.5 **If the Project involves construction to an existing school structure, Architect shall create and submit to Owner an evacuation plan for use during construction. If the Project has more than one Phase, Architect shall provide an evacuation plan specific to**

What is current typical

What is the contemporary platform used by DCSD?

each Phase of construction. Any such evacuation plan created by the Architect for the Project shall be submitted to and subject to approval by the DeKalb County Fire Marshall. The Architect shall supplement any evacuation plan as required and necessary.

4.3 The Architect is responsible for the calculating in detail of all structural, mechanical, and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

4.3.1 to confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, and masonry walls; and

4.3.2 to confirm that there has been ample provision in the mechanical work for expansion and contraction.

4.4 The Architect shall design all buildings in such manner that, if such buildings are constructed in accordance with the construction contract between the Owner and contractor (hereinafter "Construction Contract"), such buildings will be free from leaks.

4.5 The Architect agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Architect shall take no calculated risks in the design of the work. **The Architect agrees that in the event it cannot design the work within the Owner's financial limitations** without disregarding sound principles of design or in the event the Architect is requested by any person, agency, or public body to make any changes involving quality or quantity of the work, **Architect shall give written notice to the Owner and obtain written direction from the Owner before proceeding.**

4.6 The Architect acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design and that the Owner, therefore, assumes no responsibility for design. The Architect acknowledges and agrees that the review of plans and specifications by the Owner is limited to determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into the adequacy, fitness, suitability, or correctness of engineering or architectural design. The Architect agrees that no review of plans and specifications by the Owner or by any person, body, or agency shall relieve Architect of the responsibility for the adequacy and correctness of architectural and engineering design and for designing the work in accordance with sound and accepted engineering and architectural principles.

4.7 The Architect shall create and provide to Owner a list of the plans, specifications and other documents constituting the 100% Construction Documents (the "Design Document List"). The Architect shall update the Design Document List and provide such updates to the Owner and the contractor as and when Owner authorized addenda, Change Orders, or other Owner authorized revisions to the Design for Construction are issued. The Architect shall ensure that the Design Document List is at all times accurate, complete and current; taking into account all Owner authorized changes to the Construction Contract.

ARTICLE 5

FINAL PRICE ESTIMATE

Contemporaneously with the submission of the 50% Construction Documents, the Architect shall submit to the Owner in writing its final estimate for constructing the Project. The final estimate for constructing the Project shall be prepared and submitted in accordance with the requirements of paragraphs 3.2 and 3.3 above. Once submitted, the final price estimate shall not be increased or decreased by the Architect unless the Construction Documents are changed upon authorization by the Owner. In such event the final price estimate shall be adjusted by the Architect to reflect any increase or decrease in estimated price resulting from the change in Construction Documents.

ARTICLE 6

EXCEEDING AN ESTABLISHED STATED COST LIMITATION

Prior to the Architect starting the Preliminary Design, the Owner may establish and communicate to the Architect a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the "Stated Cost Limitation"). In the event the Architect's final anticipated price estimate as required by Article 5 exceeds the Stated Cost Limitation, or in the event the lowest bid or guaranteed maximum price or negotiated proposal from a qualified contractor exceeds the Stated Cost Limitation, the Owner may require the Architect, at no cost to the Owner, to consult with the Owner and to revise the Design for Construction so as to obtain a bid price or proposal at or below the Stated Cost Limitation. Absent clear and convincing evidence of gross negligence of the Architect in making its final anticipated price estimate or in designing the Project without regard to the Stated Cost Limitation, providing such revisions shall fulfill the Architect's liability to the Owner in connection with the Stated Cost Limitation.

ARTICLE 7

DUTIES, OBLIGATIONS AND RESPONSIBILITIES AFTER DESIGN

7.1 The Architect shall assist the Owner in obtaining bids or proposals and in tabulating bids and assessing the qualifications of bidders.

7.2 During construction of the Project, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities;

7.2.1 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.

7.2.2 In addition to its duties, obligations and responsibilities set forth in the following paragraphs of this Article 7, the Architect shall have and perform those duties, obligations and responsibilities of the Architect set forth in the Construction Contract. The Architect hereby acknowledges that it has received, reviewed and studied a true and correct unexecuted copy of the form of the Construction Contract and same is herein incorporated by reference. Copies of the Owner's forms of the Construction Contracts are available for review on the Owner's website. Any changes to the form of Construction Contract made by the Owner shall be enforceable under this Contract unless such change is inconsistent with this Contract and the Architect specifically objects to such change, in writing, not later than five (5) days from the Architect's receipt of such change;

7.2.3 The Architect shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of the Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from the Owner to the contractor shall be given to the contractor by the Architect;

7.2.4 Upon receipt, the Architect shall carefully review and examine the contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect may require from the contractor. The purpose of such review and examination shall be to protect the 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 data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is inadequate, the Schedule of Values shall be returned to the contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect 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 Contract Price to the contractor;

7.2.5 The Architect shall inspect the work of the contractor whenever and wherever necessary, including without limitation, within 24 hours of the Owner's request, and shall, at a minimum, inspect work at the Project site no less frequently than once per week. Such inspections shall be performed personally by a principal of the Architect's firm, licensed in the State of Georgia, at least once per month. The Architect shall require its consultants to participate in such inspections and to generate written reports within three (3) business days thereof with respect to their respective disciplines periodically as necessary to protect the Owner. A copy of any such written report shall be provided to Owner within three (3) business days of receipt by Architect. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. While performing such inspections, the Architect shall protect the Owner from deficient or defective work, from unexcused delays in the schedule and from requests for payment which could result in overpayment to the contractor. Within three (3) days of each inspection the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner;

7.2.5.1 In addition to any other inspections required by this Contract, the Architect, through its consultant(s) as applicable, shall timely inspect the installation of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of

Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.5.2 In addition to any other inspections required by this Contract, the Architect, through its consultant(s) as applicable, shall timely perform such inspections as are required by the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.5.3 The Architect, through its consultant(s) as applicable, shall perform the duties, obligations and responsibilities of the "design professional" under the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit. As used in the immediately preceding sentence, the term "design professional" shall have the meaning ascribed to it in the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.5.4 Excepting only the preparation of the Erosion, Sedimentation and Pollution Control Plan referred to in paragraph 4.1, the inspections referred to in paragraphs 7.2.5.1 and 7.2.5.2, and the performance of the duties, obligations and responsibilities of the "design professional" referred to in paragraph 7.2.5.3, the Architect shall ensure that the construction contractor provides, satisfies or otherwise complies with all requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.6 The Architect shall initially approve periodic and final payments owed to the contractor under the Construction Contract predicated upon inspections of the work as required in paragraph 7.2.5 hereinabove and evaluations of the contractor's rate of progress in light of the remaining Contract Time and shall issue to the Owner Approvals of Payment in such amounts. By issuing an Approval of Payment to the Owner, the Architect reliably informs the Owner that the Architect has made the inspection of the work required by paragraph 7.2.5 above, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the Owner is obligated to make payment to the contractor of the amount approved;

7.2.7 The Architect shall promptly provide appropriate interpretations of the Contract Documents as to not delay the critical path of the project schedule and for the proper execution of the work after receiving a written request for information or other written inquiry from the Owner or the Contractor;

7.2.8 The Architect shall reject in writing any work of the contractor which is not in strict compliance with the Construction Contract unless directed by the Owner, in writing, not to do so;

7.2.9 The Architect shall require inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;

7.2.10 The Architect shall receive and promptly examine, study, and approve, or otherwise respond to, the contractor's shop drawings and other submittals. Approval by the Architect of the contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is in conformance with the Construction Contract;

7.2.11 The Architect shall receive and promptly examine and promptly consult with and advise the Owner concerning requests for Change Orders from the contractor. Upon request by the Owner, the Architect shall draft Change Orders, whether initiated by the Owner, or by the contractor and approved by the Owner, in accordance with the Construction Contract. No change in the Construction Contract, such as the price, the work, or the time for completion, may be made without the written consent of the Owner

7.2.11.1 The Architect may, with the prior approval of the Owner, authorize or direct minor changes in the work which are consistent with the intent of the Construction Contract and do not involve a change in: the price of the Construction Contract; the time for construction; the Project scope; aesthetics; visual concepts; or approved design elements. Such minor changes shall be issued by written field order.

7.2.11.2 The Architect shall timely administer and manage all Change Order requests and Change Orders, and shall maintain appropriate records relative to Change Orders, including, without limitation, a log of all Change Order requests and proposals, all actions taken thereon, the dates thereof, the estimated and actual amounts of Change Orders;

7.2.11.3 The Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, Change Order requests and Change Orders;

7.2.11.4 The Architect 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, the Architect shall advise Owner in writing as to:

1. the description and nature of the proposed change and by whom the change has been requested;
2. the cause of the proposed change and whether the proposed change is due to error or omission, unforeseen conditions, owner requested change or other cause;
3. the necessity of the proposed change;
4. the purpose of the proposed change;
5. the advantages and disadvantages of the proposed change;
6. the likely cost of the proposed change;
7. the likely effect on the construction schedule of the issuance or non-issuance of the proposed Change Order;
8. all other impacts and problems that may result from the issuance or non-issuance of the proposed Change Order;
9. any reasonable alternatives to the proposed change; and
10. the course of action recommended by the Architect.

7.2.12 The Architect shall require its consultants to participate in inspections of the Project regarding the determination of whether Substantial Completion has been achieved and the determination of whether Final Completion has been achieved, and shall require each consultant to prepare a written listing of those items, if any, yet to be finished, copies of which shall be furnished to the Owner together with the Architect's written listing of items, if any, yet to be finished. Based upon inspections of the Project, the Architect shall certify in writing to the Owner the fact that, and the date upon which, the contractor has achieved Substantial Completion of the Project and the date upon which the contractor has achieved Final Completion of the Project.

If the Project is divided into two or more Phases, each Phase is described in more detail in RFQu Appendix B: Design Review – Minimum Submittal Requirements. In the event the Project is divided into Phases, the Architect shall require its consultants to participate in inspections of each Phase of the Project regarding the determination of whether Substantial Completion has been achieved for such Phase and determination of whether Final Completion for such Phase has been achieved, and shall require each consultant to prepare a written listing of those items, if any, yet to be finished, copies of which shall be furnished to the Owner together with the Architect's written listing of items, if any, yet to be finished. Based upon inspections of the Project, the Architect shall certify in writing to the Owner the fact that, and the date upon which, the contractor has achieved Substantial Completion of each Phase of the Project and the date upon which the contractor has achieved Final Completion of each Phase of the Project.

7.2.13 The Architect shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the contractor;

7.2.14 The Architect shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner, and the Architect shall make available to the Owner any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project;

7.2.15 The Architect shall review any as-built, or record, drawings furnished by the contractor and shall certify to the Owner that same are adequate and complete. The Architect shall update the Final Construction Documents to reflect the as-built or record documents furnished by the contractor. The Architect shall provide the Owner with the updated As-Built Final Construction Documents as per Article 4.2.

7.2.16 The Architect shall be responsible for any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both. The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both;

7.2.17 It shall be the responsibility of the Architect to utilize its position as Architect to ascertain whether the contractor is performing the Construction Contract in strict compliance with the requirements of the Contract Documents. The Architect

promptly shall provide the Owner with written notice in the event that the contractor is not performing the Construction Contract in strict compliance with the requirements of the Contract Documents, with such notice identifying the non-compliant work and recommending a course of action to be taken by the Architect or the Owner, or both; and,

7.2.18 Once site work begins, the Architect shall attend a job site progress meeting at least once every two weeks.

7.3 Prior to the Project being substantially complete, the Architect shall have and perform the following duties, obligations, and responsibilities:

7.3.1 Assemble a furniture bid package and provide copies as needed to the Owner's staff for issuance to vendors. The bid package shall consist of the spreadsheet of all the furniture required for each space, a keyed floor plan labeling the location and quantity of each product, and specifications for each product. The floor plan shall be keyed back to the spreadsheet.

7.3.2 Assist Owner with bid tabulation as needed and coordinate with Owner to ensure timely ordering and delivery of furniture in coordination with the construction schedule.

7.3.3 Assist Owner by tracking the furniture order and periodically providing updates on the status of the order.

7.3.4 Coordinate the furniture delivery with the construction schedule to ensure timely delivery and installation of furniture. Confirm that furniture is installed after all construction activities, including punch list work and ensure the furniture is not damaged by construction activities.

7.3.5 Conduct a Substantial Completion inspection of all furnishings, fixtures and equipment and prepare a punch list. Review project for final acceptance to confirm punch list completion prior to project being turned over the Owner.

7.3.6 During FF&E warranty period the Architect shall review all problems, issues, and/or concerns as they relate to the FF&E phase for one-year duration from Substantial Completion and will follow-up with the vendors, as required, for all remedial actions.

7.3.7 Approve all furniture invoices and submit to Owner for payment.

ARTICLE 8

INDEMNITY

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner from and against all liability, claims, damage, loss, liens, costs and expenses, including without limitation attorneys' fees and litigation expenses, arising out of, or resulting from, the services of the Architect. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Architect, the Architect shall defend such allegations through counsel chosen by the Owner and the Architect shall bear all costs, fees, expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The Architect shall not be required to indemnify or hold harmless the Owner against

claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the negligence of the Owner.

ARTICLE 9

SCHEDULE

Time is of the essence in the performance of this Contract. Within the RFQu and now as an integral part of this Contract, the Architect has been provided a detailed schedule for completing the Contract Documents as provided in Articles 3 and 4 of this Contract (See RFQu Appendix G: Owner's Master Schedule). The Design Schedule shall constitute the schedule for performance by the Architect of its duties hereunder, and shall not, except for good cause, be exceeded by the Architect. Not less frequently than monthly (unless the parties otherwise agree in writing) Architect shall update the Design Schedule to show actual progress and provide a copy to the Owner. Should Architect, at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the Owner in writing. In such notice, the Architect shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay.

ARTICLE 10

PERSONNEL AND CONSULTANTS

10.1 The Architect shall assign only qualified personnel to perform any service concerning the Project. The Architect's management, design, and construction administration staff assigned to the Project shall have experience in K-12 school design and construction. The Owner shall have the right, but not the obligation, to interview the management, design, and construction administration staff that will be assigned to this Project. At the time of execution of this Contract, the parties anticipate that the following named individuals will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Shawn Hamlin</u>	<u>Principal in Charge-Project Manager</u>
<u>Stella Osborn</u>	<u>Project Architect</u>
<u>Megan White</u>	<u>Design Architect</u>
<u>Daryl Martin</u>	<u>Asst. Project Manager</u>
<u>Jeff Thornton</u>	<u>Mechanical Engineer</u>
<u>Jeanne Jackson</u>	<u>Mechanical Engineer</u>
<u>Will Lawton</u>	<u>Senior Electrical Engineer</u>
<u>Tim Moore</u>	<u>Electrical Designer</u>
<u>Jay Dougherty</u>	<u>Cost Estimator</u>
<u>Juan Hernandez</u>	<u>Senior Planner/Scheduler</u>

So long as the individuals named above remain actively employed or retained by the Architect or its consultants, they shall perform the functions indicated next to their names.

10.2 Owner shall have the right, but not the obligation, to review the consultants being considered for this Project prior to the Architect entering into a subcontract with such consultant. Architect shall not enter into a subcontract with an intended consultant with reference to whom Owner objects in writing. Any objection, lack of objection, or consent by Owner shall in no way relieve Architect of any of its duties or warranties under the Contract. Identified below are the Architect's proposed consultants for the disciplines stated, and such proposed consultants shall not be changed by Architect without the Owner's prior written consent:

Civil:	<u>Matt Tanner – Civil Engineer – Breedlove Planning</u>
Structural:	<u>John Hutton – Structural Engineer – Uzun Case</u>
Mechanical:	_____
Plumbing:	_____
Electrical:	_____
Kitchen Consultant:	<u>Kip Serfozo – Food Service Consultant – Cinilittle</u>

All consultants retained by the Architect in connection with the services required by this Contract shall be retained at the Architect's sole cost and expense.

Architect shall coordinate with all appropriate and applicable consultants to schedule review sessions with Owner's representatives as identified in RFQu Appendix B: Design Review – Minimum Submittal Requirements and RFQu Appendix G: Owner's Master Schedule. Architect shall ensure that all meeting participants have allotted at least six (6) hours for such

review sessions. Upon completion of a review session, the Architect will incorporate the comments agreed to in the Design Review Meeting prior to the next submittal for review.

ARTICLE 11

PAYMENTS

For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Architect shall be paid as follows:

11.1 The Architect shall be paid for those services required by this Contract the sum of Two Million Two Hundred Eighty Thousand Dollars (\$2,280,000.00), allocated in the following manner:

- | | |
|--|-----------------------------|
| A. Preliminary Consultation/
Examination Report | \$ <u>228,000.00</u> |
| B. Schematic Design Phase | \$ <u>342,000.00</u> |
| <ul style="list-style-type: none">• Provide three (3) potential schemes• Provide Schematic Design Drawings per Appendix B• Provide project specifications per Appendix B• Provide cost estimate per Appendix B• Space and functional program Appendix B• Life cycle analysis• Other items identified in Appendix B | |
| C. Design Development Phase | \$ <u>456,000.00</u> |
| <ul style="list-style-type: none">• Provide design development drawings per Appendix B• Provide project specifications per Appendix B• Provide detailed cost estimate per Appendix B• Geotechnical & surveys per Appendix B• Final life cycle analysis• Submittal to GaDOE• Other items identified in Appendix B | |
| D. Construction Document Phase: | |
| 30% complete CD phase | \$ <u>205,200.00</u> |
| <ul style="list-style-type: none">• 30% complete drawings• Detailed project manual• Detailed cost estimate | |
| 80% complete CD phase | \$ <u>342,000.00</u> |
| <ul style="list-style-type: none">• Construction documents per Appendix B• Detailed project manual• Detailed cost estimate• Fire Marshall review• Submittal to GA DOE | |

100% Complete CD Phase	\$ <u>136,800.00</u>
<ul style="list-style-type: none"> • Construction documents per Appendix B • Detailed project manual • Submittal for permitting • Fire Marshall review • Submittal to GA DOE 	
E. Sub-consultants	\$ <u>Included in Fee</u>
F. FF&E Services	\$ <u>68,400.00</u>
G. Reimbursable Expenses	\$ <u>Included in Fee</u>
H. Construction Administration Fee (Minimum of 15% of Fee Required)	\$ <u>501,600.00</u>
 Total Lump Sum for Dresden Elementary School Replacement	 \$ <u>2,280,000.00</u>

11.2 For additional engineering or consultant services actually, reasonably and properly hired by the Architect to perform any such duties, obligations and responsibilities, the Architect shall be reimbursed for the cost actually, reasonably and properly incurred by the Architect for such services.

(a) For the number of hours actually, reasonably and properly expended by Architect's personnel in the performance of such duties, obligations and responsibilities other than those services required by this Contract, Architect shall be paid at the applicable hourly rate set forth below opposite the title/position of such personnel performing such services:

Title/Position	Hourly Rate
Principal:	\$ <u>210</u> per hour
Director:	\$ <u>155</u> per hour
Project Architect:	\$ <u>110</u> per hour
Project Manager:	\$ <u>110</u> per hour
Project Coordinator:	\$ <u>100</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>90</u> per hour
Technical Staff:	\$ <u>110</u> per hour
Contract Administrator:	\$ <u>85</u> per hour
Clerical:	\$ <u>50</u> per hour
Estimator:	\$ <u>85</u> per hour
Scheduler:	\$ <u>90</u> per hour
Designer:	\$ <u>85</u> per hour
CADD:	\$ <u>65</u> per hour
Civil Engineer	\$ <u>110</u> per hour
Junior Civil Engineer	\$ <u>75</u> per hour
Structural Engineer	\$ <u>115</u> per hour
Junior Structural Engineer	\$ <u>90</u> per hour
Mechanical Engineer	\$ <u>117</u> per hour

Junior Mechanical Engineer	\$ <u>90</u> per hour
Electrical Engineer	\$ <u>117</u> per hour
Junior Electrical Engineer	\$ <u>90</u> per hour
Fire Protection Engineer	\$ <u>115</u> per hour
Junior Fire Protection Engineer	\$ <u>90</u> per hour
FF&E Coordinator	\$ <u>80</u> per hour
Others as appropriate	\$ _____ per hour

11.2.1 For the avoidance of doubt, the services required of the Architect by this Contract **do not include**, unless otherwise amended to the contrary:

- (a) flood plain study and delineation;
- (b) wetlands study and delineation;
- (c) offsite utility system design;
- (d) domestic and fire water wells, towers or pressure booster systems design;
- (e) **civil engineering services**, studies, drawings/specifications required for off-site road developments/improvements required by DeKalb County Public Works or Georgia Department of Transportation;
- (f) **interior design services** other than color selections.

11.3 All expenses of the Architect, including but not limited to transportation, long-distance calls, and the actual cost of copying and postage or other reasonable mode of transmission of plans, specifications, and other Project documents, are included in the amount to be paid to the Architect pursuant to Article 11.1 and all such expenses shall be paid by the Architect without reimbursement from the Owner.

11.4 If the Architect's duties, obligations and responsibilities are materially changed through no fault of the Architect after execution of this Contract, compensation due to the Architect shall be equitably adjusted, either upward or downward;

11.5 As a condition precedent for **any payment** due under this Article 11, the Architect shall **submit monthly to Owner**, unless otherwise agreed in writing by the Owner, an invoice requesting payment for services properly rendered and expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to paragraphs 11.2 or 11.4 hereinabove, and the person(s) rendering such service. The Architect's invoice shall be in such form and content and shall be accompanied by such supporting documentation or data as the Owner may require. If payment is requested for services rendered by the Architect pursuant to paragraph 11.1 hereinabove, the invoice shall additionally reflect the allocations as provided in said paragraph and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Architect, which signature shall constitute the Architect's representation to the Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Architect that payment of any

portion thereof should be withheld. Submission of the Architect's invoice for final payment shall further constitute the Architect's representation to the Owner that, upon receipt by the Owner of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full;

11.6 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amount previously paid to the Architect, to protect the Owner from loss, or risk of loss, because of any one or more of the following: (i) Services that are defective and not remedied by the Architect nor, in the opinion of the Owner, likely to be remedied by the Architect; (ii) claims, or potential claims, of third parties against the Owner or the Owner's property or third party property; (iii) failure by the Architect to pay subconsultants or others in a prompt or proper fashion; (iv) damage to the Owner or to a third-party to whom the Owner is, or may be, liable; or, (v) "premium costs" incurred by the Owner on account of any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s) or both. As used in paragraph 11.6(v), the term "premium costs" means costs that would not have been incurred if such drawings, specifications or other documents had been prepared free of any errors, omissions, deficiencies, inconsistencies or conflicts;

11.7 The Owner shall make payment to the Architect of all sums properly invoiced under the provisions of this Article 11 within thirty (30) days of the Owner's receipt of such invoice.

ARTICLE 12

PROJECT RECORDS

All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Architect or the Architect's consultants, shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Architect and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Architect in its performance under said Contract. The Architect shall **maintain and protect these records for no less than ten (10) years** after final completion of the Project, or for any longer period of time as may be required by applicable law or good architectural practice.

ARTICLE 13

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

The Owner shall have and perform the following duties, obligations and responsibilities to the Architect:

13.1 The Owner shall provide the Architect with all information requested by Architect and in Owner's possession, including the Owner's Criteria;

13.2 The Owner shall review any documents provided by or through the Architect requiring the Owner's decision, and shall make any required decisions;

13.3 The Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;

13.4 As may be mandated by law or called for by the Construction Contract, the Owner shall, at its own expense, provide for all required tests, inspections, filings, studies or reports (except for those tests, inspections, filings, studies or reports expressly required of the Architect, its consultants, or both, by this Contract);

13.5 In the event the Owner learns of any failure to comply with the Construction Contract by the contractor, or of any errors, omissions or inconsistencies in the work product of the Architect, and in the further event that the Architect does not have notice of same, the Owner shall inform the Architect;

13.6 The Owner shall afford the Architect access to the Project site and to the work as may be reasonably necessary for the Architect to properly perform its services under this Contract;

13.7 The Owner shall perform its duties set forth in this Article 13 in a timely manner;

13.8 Except for documents requiring the Owner's decision as set forth in paragraph 13.2 above, the Owner's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The review of such documents shall not relieve the Architect of its responsibility for the accuracy, adequacy or coordination of its work product.

ARTICLE 14

APPLICABLE LAW

The law applicable to this Contract is the law of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. Architect irrevocably consents to the non-exclusive venue of the courts sitting in the county in which the Project is located regarding any matter arising out of or relating to this Contract.

ARTICLE 15

OWNERSHIP OF THE PRELIMINARY DESIGN AND THE CONSTRUCTION DOCUMENTS

The Preliminary Design and the Construction Documents shall become "Instruments of Service" and include all Drawings, Plans, Specifications, and other documents, including those in electronic form, prepared specifically for this Project by the Architect and its consultants. The Architect and its consultants agree and shall be deemed to have prepared their respective Instruments of Service as architectural works as defined in 17 U.S.C. §§ 102(a)(8) and 201(b), thereby transferring and vesting in the Owner, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service and in the

buildings, improvements, and structures constituting the Project. The Instruments of Service shall include the Space Plan and Design Concept, if any.

Upon execution of this Agreement, the Architect expressly grants, assigns, transfers, and otherwise quitclaims to the Owner, its successors, and assigns, pursuant to 17 U.S.C. §201(d), all common law, statutory, and other reserved rights, including copyrights in both the Instruments of Service and in the buildings, improvements, and structures embodying the architectural and engineering works that constitute the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums, when due, under this Agreement. The Architect shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Agreement. The Architect warrants (and shall cause each of the Architect's consultants to warrant also) that this transfer of copyright and other rights is valid against the world.

The Architect hereby grants, assigns, transfers, and otherwise quitclaims to the Owner, without reservation, all copyrights to all Project-related documents, models, computer drawings, and other electronic expressions, photographs, and other expression or Instruments of Service produced by the Architect. However, the Architect will retain all rights to any pre-existing intellectual property or standard construction details or conventions contained in the Instruments of Service.

The Owner hereby grants to the Architect a nonexclusive license to reproduce such documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs for the Architect's marketing materials provided that the content of those materials, as to this Project, are approved by the Owner prior to publication. No other Project-related documents may be reproduced for any other purpose without the express written permission of the Owner. The Architect's materials shall not include the Owner's confidential or proprietary information.

ARTICLE 16

SUCCESSORS AND ASSIGNS

The Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 17

NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

ARTICLE 18

ERRORS AND OMISSIONS INSURANCE

The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after Final Completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

18.1 Within five days after the execution of this Contract the Architect shall file with the Owner and the GaDOE Facility Services Unit a valid Certificate of Insurance showing the Architect is then insured with Professional Liability (Errors and Omissions) Insurance with limits not less than the following:

- a. For Projects with a **Stated Cost Limitation** of more than \$30,000,000:
 - i. For the Architect - \$3,000,000 per claim and \$4,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$2,000,000 per claim and \$3,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$2,000,000 in aggregate coverage.
- b. For Projects with a **Stated Cost Limitation** of \$20,000,000 up to \$30,000,000:
 - i. For the Architect - \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$2,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- c. For Projects with a **Stated Cost Limitation** of less than \$20,000,000:
 - i. For the Architect - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

18.2 For such period of time that Professional Liability insurance is required for the Project, as set forth above, the Architect shall provide the Owner with an updated or renewed Certificate of Insurance at least annually, or more frequently if requested by the Owner, showing the required coverage and limits of coverage remain in place.

18.3 The coverage provided herein shall contain an endorsement providing thirty (30) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

ARTICLE 19

OTHER INSURANCE

The Architect shall also maintain insurance in accordance with the requirements of Exhibit C attached hereto and incorporated herein by reference.

ARTICLE 20

TERMINATION

20.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

20.2 This Contract may be terminated by the Owner without cause upon seven (7) days written notice to the Architect. In such event, the Owner shall pay the Architect for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Architect shall promptly submit to the Owner its invoice for final payment which invoice shall comply with the provisions of Article 11.

ARTICLE 21

COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER

21.1 In the event the Owner gives the Architect written notice that Owner will employ the services of a program manager or construction manager, then the terms of this Article 21 shall apply to the services provided by the Architect.

21.2 In the event the Owner gives the Architect written notice that Owner will employ the services of a construction manager, the term "contractor" as used in this Contract shall mean "construction manager" and the term "Construction Contract" as used in this Contract shall mean "Construction Management Contract".

21.3 The Architect shall fully cooperate with the Owner's program manager ("Program Manager") and, if applicable, the construction manager. Such cooperation shall include, without limitation, providing any requested information to the Program Manager and, if applicable, the construction manager, and advising, meeting with, consulting with, and coordinating with the Program Manager and, if applicable, the construction manager.

21.4 The Architect acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Architect agrees to comply with all directions and instructions given by the Program Manager. To the extent that the Program Manager is authorized and responsible for providing certain services delegated to the Architect hereinabove, the Architect's role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.

21.5 The Architect is not a third-party beneficiary of any agreement by and between Owner and the Program Manager or any construction manager. It is expressly acknowledged

and agreed that Architect's duties to Owner are independent of, and are not diminished by, any duties owed to Owner by the Program Manager or any construction manager.

ARTICLE 22

PROHIBITION AGAINST CONTINGENT FEES

The Architect by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23

ASBESTOS STATEMENT

The Architect shall sign and deliver to the Owner the Asbestos Statement of Declaration, attached hereto as Exhibit C, or in such other form as may be required by the Georgia Department of Education, at such time as the Owner may require.

ARTICLE 24

MANDATORY ADDENDUM TO THE OWNER/ARCHITECT CONTRACT

Pursuant to the requirements of the Georgia Department of Education, the "Mandatory Addendum to the Owner/Architect Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds" attached hereto as Exhibit B is hereby incorporated herein and made a part hereof.

ARTICLE 25

ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Architect.

ARTICLE 26

MISCELLANEOUS

26.1 Throughout the performance of its duties under this Contract, the Architect shall comply with, and shall provide all services necessary for the Owner to comply with, all laws applicable to the design of the Project or the administration of the Construction Contract, including without limitation the rules, guidelines, and other requirements of the State of Georgia Environmental Protection Division, the State of Georgia Department of Education and the ordinances and codes of DeKalb County Georgia.

26.2 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

26.3 In addition to, and not in limitation of, the Architect's other obligations under this Contract, the Architect shall, without additional compensation, promptly assist the Owner in resolving any problems arising out of, resulting from or relating to the design of the Project or the materials or equipment specified by the Architect or its consultant(s).

26.4 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:


[Signature]

Mr. Diijon DaCosta, Sr., Board Chair
[Printed Name, Title]

By:


[Signature]

Dr. Vasanne S. Tinsley, Interim Superintendent
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

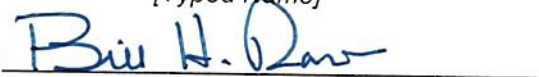
4/13/2023
[Date of Execution]


Erick Hofstetter, Chief Operating Officer

ARCHITECT:

BRPH Architects Engineers, Inc.
[Typed Name]

By:


[Signature]

BILL H. ROW SR VICE PRESIDENT
[Printed Name, Title]

2727 Paces Ferry Road SE, Bldg. 1800

Atlanta, GA 30339
[Printed Address]

3/15/2023
[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

Request for Qualifications dated No. 23-752-008 September 29, 2022

Addendum No. 1 Dated September 30, 2022

Attachments:

- A. A/E Services for New Sequoyah High School and Middle School
Revised RFQu. 23-752-008 – A/E Services for Dresden Elementary School Replacement (155 Pages)

Addendum No. 2 Dated October 17, 2022

Attachments:

- A. A/E Services for Dresden Elementary School Replacement
Mandatory Pre-Submittal Conference Meeting Minutes (4 Pages)
- B. A/E Services for Dresden Elementary School Replacement
Mandatory Pre-Submittal Conference Sign-In Sheet (6 Pages)

Addendum No. 3 Dated October 26, 2022

Attachments:

- A. A/E Services for Dresden Elementary School Replacement
RFC No. 1 (1 Page)

EXHIBIT "B"

Mandatory Addendum to the Owner/Architect Contract For Projects Funded in Whole or in Part with State Capital Outlay Funds

The Owner may use any form of agreement mutually agreed upon by the Owner and Architect to contract for the Architect's Services for any project funded in whole or in part with State Capital Outlay Funds provided by the Georgia Department of Education ("GaDOE"); provided, however, that this Mandatory Addendum must and shall be incorporated into the Owner and Architect's selected form of agreement on any such State Capital Outlay Funded project. In the event of a conflict or inconsistency between the terms and conditions of the selected form of agreement and this Mandatory Addendum, the terms and conditions of this Mandatory Addendum shall prevail and govern over conflicting or inconsistent terms and conditions of the selected form of agreement. This Mandatory Addendum shall not be modified without prior written consent of the GaDOE. THE GaDOE SHALL NOT RELEASE ANY STATE CAPITAL OUTLAY FUNDS FOR AN APPROVED CAPITAL OUTLAY PROJECT IF THIS MANDATORY ADDENDUM IS NOT MADE A PART OF THE OWNER/ARCHITECT CONTRACT.

1. For purposes of this Mandatory Addendum, notwithstanding terminology used in the Owner/Architect Contract, the following terms are defined to mean:
 - a. "Architect" shall be the architect, engineer, or architect/engineer, whether individually or as a firm or other legal entity, engaged to perform the Architect's Services.
 - b. "Architect's Services" shall be the scope of the Architect's services for the Project set forth in the Contract, including the services and requirements set forth in this Mandatory Addendum.
 - c. "Owner" shall be the Local Board of Education that is engaging the Architect to perform the Architect's Services for the Project.
 - d. "Contract" shall be the form of agreement between the Owner and the Architect, to which this Mandatory Addendum is attached and is a part, and shall set forth the Architect's Services for the Project.
 - e. "Project" shall be the Project for which the Architect's Services are engaged and performed pursuant to the Contract.
 - f. "Program" shall be the Owner's policies, purposes, concepts, goals and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project.
 - g. "Stated Cost Limitation" shall be the maximum amount that the Owner is authorized to spend to construct the Project as determined and established by the Owner.
 - h. "Record Plans and Specifications" shall be the as-built plans and specifications including, but not limited to, actual location of utility lines, and any approved change orders.
2. The Architect agrees not to assign or transfer any interest or rights in the Contract to any person or entity without the advanced written consent of the Owner. The Architect agrees to utilize the design and management team represented to the Owner and agrees that no substitutions, additions, or deletions to this team shall occur without the advanced written consent of the Owner. The Owner agrees to provide a response to the Architect within 14 days of any such request by the Architect.

3. Prior to beginning the "Preliminary Plans and Specifications," the Architect shall first consult in detail with the Owner to determine and understand the Owner's Program. Within 10 days of such consultation, the Architect shall prepare and submit to the Owner a written report detailing and confirming the Architect's understanding of the Owner's Program. The Architect's report must include, but is not limited to, the identification of any design, construction, scheduling, budgetary, operational, or other issues, problems or impediments foreseen by the Architect concerning the Project, the Program, or both. The Architect's report should include proposed solutions or recommendations, for the Owner's consideration, to resolve, eliminate, minimize or mitigate any such issues, problems or impediments. The Architect's report shall also include any applicable educational specifications and GaDOE requirements.
4. The Architect shall obtain written authorization from the Owner before proceeding with each next stage of Architect's Services, including the "Preliminary Plans and Specifications," the "Check Set Plans and Specifications," and the "Final Plans and Specifications," as defined in "Guidelines for Submission of Documents for Review of Planning, Bidding, and Construction of Educational Facilities" (as may be amended from time to time, always using the most recently published edition).
5. The Architect agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project. The Architect also agrees to comply with all applicable GaDOE rules and guidelines and to make required submittals in a timely manner to GaDOE's Facility Services Unit. The Architect shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Program.
6. The Architect assumes full responsibility to the Owner for the acts and omissions of the Architect and the Architect's consultants, subconsultants and employees in connection with the Contract, the Project and the Program.
7. The Architect agrees to design the Project within the Owner's budgetary limits and consistent with the Owner's Program for the construction of the Project which shall be referred to as the **Stated Cost Limitation**, as follows:

 The **Stated Cost Limitation** for the Project shall be \$ 38,000,000.00, which is composed of:

State Capital Outlay Funds in the amount of \$ _____, and
Required Local Funds in the amount of \$ _____, and
Additional Required Local Funds in the amount of \$ _____.
8. The Architect shall provide reasonably reliable cost estimates to the Owner at the following design stages: (1) Preliminary Plans and Specifications stage, (2) 65% completion stage, and (3) Check Set Plans and Specifications stage (95% completion).
9. In the event the Architect's final project cost estimate (at Check Set Plans and Specifications stage) exceeds the **Stated Cost Limitation** for the Project, the Owner may

what do we use for this?

require the Architect, at no additional cost to the Owner, to consult with the Owner and to revise the design so as to enable the Owner to obtain a final cost for the Project at or below the **Stated Cost Limitation**. The Architect acknowledges and agrees that the **Stated Cost Limitation** shall not be exceeded except as provided herein; provided, however, the Architect further acknowledges and agrees that budgetary limitations are never a justification for breach, disregard or circumvention of sound principles of architectural and engineering design. Therefore, the Architect shall take no calculated risks in the design of the Project. The Architect agrees that, in the event that the Architect determines that the Project cannot be designed so as to be fully and finally constructed within the **Stated Cost Limitation** and in keeping with sound principles of design, the Architect will give written notice of such determination immediately, and in no event more than seven (7) days after the Architect makes such a determination, to the Owner and to the GaDOE Facilities Services Unit.

10. The **Stated Cost Limitation** may be amended by written mutual agreement signed by the Owner and the Architect at any time after the Contract between the Architect and Owner is executed. Prior to such amendment, the Architect shall provide the Owner with reliable and verifiable evidence through either internal-Architect estimates, third party estimates, materials supplier quotes, or other industry best management practices standards to establish that an increase in the **Stated Cost Limitation** is warranted and justifiable. The Owner reserves the right to request additional supporting documentation substantiating the need to increase the **Stated Cost Limitation**. The Owner reserves and has the right, in its sole discretion, to refuse to increase the **Stated Cost Limitation**.
11. All plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract by the Architect, or the Architect's consultants, subconsultants, or employees shall be the sole property of the Owner regardless of the stage in which the development of the design has progressed, and shall be delivered to the Owner upon request. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract.
12. The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after execution by the Architect of the "Certificate of Final Completion" indicating final completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

Before the Owner executes the Contract, the Architect shall provide the Owner and the GaDOE Facility Services Unit with a valid Certificate of Insurance showing that the Architect is then insured with Professional Liability (Errors and Omissions) Insurance with limits not less than the following:

- a. For Projects with a **Stated Cost Limitation** of more than \$30,000,000:
 - i. For the Architect - \$3,000,000 per claim and \$4,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$2,000,000 per claim and \$3,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$2,000,000 in aggregate coverage.

- b. For Projects with a **Stated Cost Limitation** of \$20,000,000 up to \$30,000,000:
 - i. For the Architect - \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$2,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- c. For Projects with a **Stated Cost Limitation** of less than \$20,000,000:
 - i. For the Architect - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

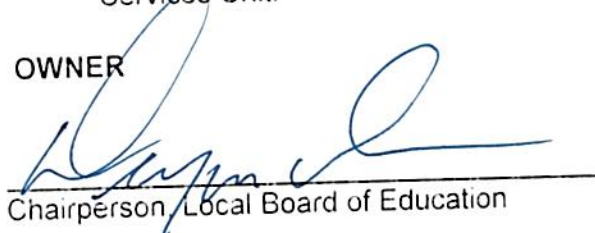
For such period of time that Professional Liability insurance is required for the Project, as set forth above, the Architect shall provide the Owner with an updated or renewed Certificate of Insurance at least annually, or more frequently if requested by the Owner, showing the required coverage and limits of coverage remain in place.

- 13. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, **at a minimum, inspect work at the Project site Dresden Elementary School**, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed by an architect or engineer licensed in the State of Georgia. The purpose of such inspections, among other things, shall be to determine the quality and quantity of the work in comparison with the requirements of the contract documents for the Project. In performing such inspections, the Architect shall advise the Owner of: deficient or defective work; real or potential delays in the schedule or the work of the Project; and, requests for payment by the Contractor which could constitute overpayment for work not yet performed or completed. Within three (3) days of each site visit, the Architect shall submit a written report of such site visit which, in addition to the information required by the preceding sentence, shall include and convey any relevant information, comments or recommendations to the Owner.
- 14. The Architect shall provide Owner a set of "Record Plans and Specifications" within thirty (30) days after execution by the Architect of the "Certificate of Substantial Completion." Such "Record Plans and Specifications" shall include any authorized change orders, actual locations of all utility lines, and any other appropriate information. The drawings shall be presented in a Computer Aided Drafting (CAD) format or other format of the Owner's choice, and the specifications shall be presented in a word processing format of the Owner's choice.
- 15. The Contract executed between the Owner and the Architect, to which this Mandatory Addendum is a part, shall include a provision for the termination of the Architect's Services (or be deemed to include this Paragraph 15) giving the Owner the rights of (1) termination of the Architect's Services with cause and (2) termination of the Architect's Services without cause. In the event of termination, the Owner shall pay the Architect for the reasonable value of the Architect's Services performed by the Architect prior to the termination. Payment for the Architect's Services rendered prior to termination shall be

based on statements properly submitted by the Architect to the Owner and supported by time sheets, invoices and such other supporting documentation that the Owner may reasonably require; provided, however, that in no event shall the total payment to the Architect exceed an amount equal to the percentage of completion of the Architect's Services for the Project at the time of termination.

16. The Architect shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of Education, 1670 Twin Towers East, 205 Jesse Hill Jr. Drive, SE, Atlanta, Georgia 30334. At the close of the Project, the Architect shall submit an "Architectural Certification" form, as provided by the GaDOE, to the Owner. Unless the Architect's services are terminated by the Owner before final completion of the Project, the completion and submittal of this form is required prior to the Owner's release of the final payment to the Architect.
17. All architectural plans and specifications shall bear the signature and seal of the Architect, which shall be licensed to practice in the State of Georgia. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, who shall be licensed to practice in the State of Georgia.
18. A fully executed copy of the Contract between the Owner and the Architect, including a completed copy of this Mandatory Addendum, must be filed with the GaDOE Facilities Services Unit.

OWNER


Chairperson, Local Board of Education

Date: 9.14.23


Superintendent, Local Board of Education

Date: 4/13/2023

ARCHITECT


Firm: BRPH Architects Engineers, Inc.

Date: 3/15/2023

EXHIBIT "C"
OTHER INSURANCE

1.1 The Architect shall maintain the following other insurance at all times this Contract is in effect and for a period of six (6) years after Final Completion of the Project. The Architect shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Contract. Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

1.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

1.1.2 Comprehensive Commercial General Liability ("CGL") including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$2,000,000, which shall apply on a per-project basis;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000.

1.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$2,000,000 annual aggregate, \$1,000,000 per occurrence.

1.1.4 Professional Liability (Errors and Omissions); as per Article 18.

1.1.5 Excess/Umbrella Liability Insurance with limits of at least \$5,000,000 per occurrence and in the aggregate which shall provide excess coverage above all insurance described in this Section 1.1.

1.1.6 The Owner and the Architect waive all rights against (1) each other and any of their subcontractors, subconsultants, agents and employees, each of the other, and (2) the Contractor, the Contractor subcontractors, if any, and any of their subcontractors, sub-contractors, agents and employees, for damages caused by fire or other causes of loss to the extent fully covered by property insurance obtained pursuant to Paragraph (9) above or other property insurance applicable to Work, except such rights as they have to proceeds of such insurance held by the Architect as fiduciary.

1.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in subparagraphs 1.1.2, 1.1.3 and 1.1.5 and shall be indicated as such on certificates of insurance required herein.

1.2.1 With respect to CGL Insurance only, all CGL insurance policies shall contain additional insured endorsements forms CG 20 10 11 85, CG 20 10 10 01, CG 20 37 10 01, or their substantial equivalents, so that the policies provide additional insured coverage for (a) both ongoing and completed operations; and (b) liability "arising out of" Architect's work.

1.2.2 Each certificate shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until thirty (30) days after the Owner has received written notice evidence by return receipt of registered letter.

1.2.3 Each primary and excess/umbrella CGL and Automobile Liability insurance policy required to be maintained by the Architect and any of its subcontractors or subconsultants shall be primary to an non-contributory with any insurance carried by the Owner and DeKalb County School District, such that no primary, excess or umbrella insurance carried by the Owner or DeKalb County School District shall be required to respond to any claim, suit or demand, if at all, until all applicable primary and excess/umbrella CGL and Automobile Liability insurance policies maintained by the Architect and any of its subcontractors and subconsultants have been exhausted.

1.2.4 The primary, excess/umbrella CGL and Automobile Liability insurance policies maintained by the Architect and any of its subcontractors or subconsultants shall not contain any insured vs. insured, cross-liability or cross-claim exclusion or endorsement barring coverage for any claims by the Owner or DeKalb County School District against the Architect or any other insured under said policies.

1.3 In the event that the Architect elects to retain subcontractors or subconsultants and the Owner approves said retention, the Architect shall require all such subcontractors and subconsultants to comply with the insurance and notice requirements of this Exhibit C, including but not limited to (a) maintaining the types and amounts of insurance described in Article 18 and this Exhibit C; and (b) having the DeKalb County Board of Education and DeKalb County School District named as additional insureds on all such insurance pursuant to Section 1.2 of this Exhibit C. The Architect assumes all liability for its subcontractors' and subconsultants' failure to comply with insurance provisions of this Exhibit C.

EXHIBIT "D"

**ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)**

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a) (7), I _____

(Architect)

of record for _____, _____
(Project Name) (Substantial Completion Date)

Located in DeKalb County School District, _____
(School System Name) (State Project Number)

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

EXHIBIT "E"
ARCHITECT'S PROPOSAL

DeKalb County School District
A/E Services for Dresden ES Replacement
September 29, 2022

RFQu No. 23-752-008
Project Nos. 362-35
Page 1 of 2

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

The undersigned hereby acknowledges having received **Request for Qualifications (RFQu) No. 23-752-008** for Project No. **362-35 Professional A/E Services for Dresden Elementary School Replacement** 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.

Owner's Standard Forms:		Include with Proposal	Check Box to Confirm Inclusion
Attachment A	Architect/Engineer Checklist and Certification (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	Design Fee Form (5 pages)	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 Affidavit (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Immigration and Security Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment H	No Submittal Response Form (1 page)	N/A	
Other Requirements:		Include with Proposal	Check Box to Confirm
Copy of Business License and Certificates		YES	<input checked="" type="checkbox"/>
Certificate of Insurance		YES	<input checked="" type="checkbox"/>

Indicate **Addenda(s) Nos.** 1, 2, 3 received (**none unless indicated here**). The Architect/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Architect/Engineer shall be bound by all of the terms and conditions contained in this RFQu.

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 Architect/Engineer and its officers and employees have not entered into any agreement with any other Architect/Engineer or prospective Architect/Engineer or with any other person, firm or corporation relating to any prices or other terms named in this RFQu or any other RFQu, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFQu.

DeKalb County School District
A/E Services for Dresden ES Replacement
September 29, 2022

RFQ# No. 23-752-008
Project Nos. 362-35
Page 2 of 2

Name of Architect/Engineer Firm: BRPH Architects Engineers, Inc.

Signature: [Handwritten Signature] Printed Name: DEBORAH A. C. BROWN, CEO/OWNER

Title: Dir. of Ed, Principal Date: 10/21/2022

Sworn to and subscribed before me this 21st day of October, 2022.

Notary Public: Marjorie Canty My commission expires: 11/11/2024

(SEAL)



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

ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF Florida
COUNTY OF Brevard

I, Robb Morrison, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Shawn Hamlin, AIA, CPTED, LEED AP BD+C who signed said proposal on behalf of the offeror was then Director of Education & Principal 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 Georgia.

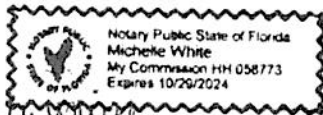
Robb Morrison

[signature]

Robb Morrison
[typed name]

Subscribed and sworn to
before me this 24 day of
October, 2022.

(SEAL)



Michelle White
Notary Public

My Commission Expires:
10/26/24



ATTACHMENT C: DESIGN FEE PROPOSAL FORM

Project Name: A/E Services for Dresden Elementary School Replacement

RFQu No: 23-752-008

Project No: 362-35

RFQu Due Date: November 3, 2022

DeKalb County Board of Education
Sam A. Moss Service Center
1760 Montreal Road
Tucker, Georgia 30084

Board of Education

In compliance with DCSD's Request for Qualifications, the undersigned Architect,

BRPH Architects Engineers, Inc.

[legal name of Architect Firm]

2727 Paces Ferry Road SE, Bldg 1, Ste 1800

Atlanta, GA 30339

[address of Architect]

770-286-5071

[telephone number of Architect]

shamlin@brph.com

[email address of Architect]

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Standard Form of Contract for Architectural Services (State Capital Outlay Projects) between the DeKalb County Board of Education and the Architect, (Appendix H and the Owner's standard forms and other documents included in the Request for Qualifications and any Addenda thereto for DCSD Project Nos. 362-35 A/E Services for Dresden Elementary School Replacement proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner in the exact form provided in the Request for Qualifications and to perform the Design Services and Work in conformance with the Contract Documents, in the time stated therein, for the Contract Price set forth below, and submits the following proposed compensations and fees and other matters set forth below:

- a. DCSD has determined that the **maximum** stipulated fee the Architect will receive for this project scope will be **\$2,280,000.00**. This fee is **all inclusive** and incorporates all reimbursable expenses for this project.
- b. The Proposed Design Fee will **NOT** be considered for the Selection Criteria.
- c. Below provide your proposed breakdown of the stated fee per the requirements of the Agreement and the Design Review- Minimal Submittal Requirements (Appendix B) with the milestones provided for **Project No. 362-35**:

A	Preliminary Consultation/Examination Report	\$ <u>228,000.00</u>
B	Schematic Design Phase <ul style="list-style-type: none">• Provide three (3) potential schemes• Provide schematic design drawings per Appendix B• Provide project specifications per Appendix B• Provide cost estimate per Appendix B• Space and functional program Appendix B• Life cycle analysis• Other items identified in Appendix B	\$ <u>342,000.00</u>
C	Design Development Phase <ul style="list-style-type: none">• Provide design development drawings per Appendix B• Provide project specifications per Appendix B• Provide detailed cost estimate per Appendix B• Geotechnical & surveys per Appendix B• Final life cycle analysis• Submittal to GaDOE• Other items identified in Appendix B	\$ <u>456,000.00</u>
D	Construction Document Phase: 30% Complete CD phase <ul style="list-style-type: none">• 30% complete drawings• Detailed project manual• Detailed cost estimate 80% Complete CD Phase <ul style="list-style-type: none">• Construction documents per Appendix B• Detailed project manual• Detailed cost estimate• Fire Marshal review• Submittal to GaDOE 100% Complete CD Phase <ul style="list-style-type: none">• Construction documents per Appendix B• Detailed project manual• Submittal for permitting• Fire Marshal review• Submittal to GaDOE	\$ <u>205,200.00</u> \$ <u>342,000.00</u> \$ <u>136,800.00</u>
E	Sub-Consultants	\$ <u>Included in Fee</u>
F	FF&E Services	\$ <u>68,400.00</u>
G	Reimbursable Expenses	\$ <u>Included in Fee</u>
H	Construction Administration Fee (Minimum of 15% of Fee Required)	\$ <u>501,600.00</u>
	TOTAL LUMP SUM	\$ <u>\$2,280,000.00</u>

- d. The hourly rates as required in Section 11.2. of the Agreement (Appendix H) in the following manner are indicated below. (These hourly rates will be added to the contract for this project):

Title/Position	Hourly Rate
Principal:	\$ <u>210</u> per hour
Director:	\$ <u>155</u> per hour
Project Architect:	\$ <u>110</u> per hour
Project Manager:	\$ <u>110</u> per hour
Project Coordinator:	\$ <u>100</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>90</u> per hour
Technical Staff:	\$ <u>110</u> per hour
Contract Administrator:	\$ <u>85</u> per hour
Clerical:	\$ <u>50</u> per hour
Estimator:	\$ <u>85</u> per hour
Scheduler:	\$ <u>90</u> per hour
Designer:	\$ <u>85</u> per hour
CADD:	\$ <u>65</u> per hour
Civil Engineer:	\$ <u>110</u> per hour
Junior Civil Engineer:	\$ <u>75</u> per hour
Structural Engineer:	\$ <u>115</u> per hour
Junior Structural Engineer:	\$ <u>90</u> per hour
Mechanical Engineer:	\$ <u>117</u> per hour
Junior Mechanical Engineer:	\$ <u>90</u> per hour
Electrical Engineer:	\$ <u>117</u> per hour
Junior Electrical Engineer:	\$ <u>90</u> per hour
Fire Protection Engineer:	\$ <u>115</u> per hour
Junior Fire Protection Engineer:	\$ <u>90</u> per hour
FF&E Coordinator:	\$ <u>80</u> per hour
Others as appropriate:	\$ _____ per hour

- e. The undersigned Architect hereby acknowledges receipt of the following Addenda [insert the number and date of each Addendum, if none, insert "None"]

No. 1, Sept 9, 2022; No. 2, Oct 17, 2022; No. 3, Oct 26, 2022

- f. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- g. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- h. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within three (3) business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.

- i. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Notice to Proceed from the Owner.

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

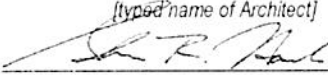
- (1) Architect has read and understands the Proposal Documents and the Proposal is made in accordance therewith;
- (2) Architect has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Design Services or the Work for which the Proposal is submitted.
- (3) Architect has visited, examined and inspected the site of the Project, obtained first-hand knowledge of existing conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work to be done under the Contract, and become thoroughly familiar with all conditions under which the Work is to be performed and has correlated all the Architect's personal observations and any other facts or conditions that are known to or reasonably knowable by the Architect with the requirements of the Proposal Documents, including without limitation the proposed Contract Documents;
- (4) the Proposal is based upon furnishing all of the Design Services and the Work, and other things required by the Proposal Documents; and
- (5) all facts stated in the Proposal are true and correct.

By submission of this Proposal, the Architect certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Architect or with any competitor. The Architect 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 Architect agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

BRPH Architects Engineers, Inc.

[typed name of Architect]

By  [seal]
[signature]

Shawn Hamlin, Director of Education, Principal

[typed name and title]

2727 Paces Ferry Road SE, Bldg 1, Ste 1800, Atlanta, GA 30339

[address of Architect]

(770) 286-5071

[business telephone number]

October 21, 2022

[date of execution]

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 Cobb

COMES NOW, BPRH Architects Engineers, Inc. ("Offeror"),
[Name of Offeror]

appearing by and through Shawn Hamlin, AIA, CPTED, LEED AP BD+C, its Director of Education, Principal
[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 A/E Services for Dresden Elementary School Replacement (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

on the 10th day of October, 2022

BRPH Architects Engineers, Inc.
[insert name of Offeror]

and
Shawn Hamlin, AIA, CPTED, LEED AP BD+C
[insert name of Individual And Representative Affiant]

By *[Signature]* both individually and on behalf of Offeror as its

Director of Education, Principal
[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 26 day of October, 2022
Notary Public: *[Signature]* My commission expires 11/11/2024

(SEAL)



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Shawn Hamlin, AIA, CPTED, LEED AP BD-C am the (*Title*)
 Director of Education Principal and I am the duly authorized
 representative of the firm of (*Firm Name*) BRPH Architects Engineers, Inc.

(the "Firm") for purposes of this
 Affidavit, whose address is (*Firm Address*) 2727 Paces Ferry Road SE, Bldg 1, Ste 1800
Atlanta, GA 30339, 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>		

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*)

None

[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: [Handwritten Signature]
Printed Name: Shawn Hamlin, AIA, CPTED, LEED AP BD+C
Firm Name: BRPH Architects Engineers, Inc.
Date: October 21, 2022

Sworn to and described before me this 26 day of October 2022

Personally known: _____

OR Produced Identification: _____

Type of Identification: ID

Notary Public - State of: Georgia

My Commission Expires: 11/11/2024

Atty 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 21st day of October, 2022.

BRPH Architects Engineers, Inc.

[Print]

[to release of information]

By: 

Printed name: Shawn Hamlin, AIA, CPTED, LEED AP BD+C

Printed Title: Director of Education, Principal

ATTACHMENT G: 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) SH (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) SH (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) SH (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

b) **SH** (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.


Signature

October 21, 2022

Date

237601

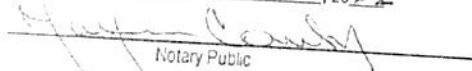
8/13/2009

Date of Authorization

EEV/Basic Pilot Program
User Identification Number

Firm Name: BRPH Architects Engineers, Inc.
Street/Mailing Address: 2727 Paces Ferry Road SE, Bldg 1, Ste 1800
City, State, Zip Code: Atlanta, GA 30339
Telephone Number: 678-764-5812
Email Address: shamlin@brph.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
26 DAY OF October, 2022


Notary Public

My Commission Expires: 11/11/2024



ACORD

Client#: 47802

BRPHCOMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/27/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

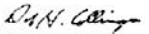
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME Sabrina Wynn PHONE (A/C No, Ext) 470-785-2254 FAX (A/C No) E-MAIL ADDRESS: Sabrina.Wynn@greyling.com														
INSURED BRPH Architects-Engineers, Inc. 5700 North Harbor City Boulevard; Suite 400 Melbourne, FL 32940	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B: Everest Indemnity Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C: New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins. Co.	19445	INSURER B: Everest Indemnity Insurance Company	10120	INSURER C: New Hampshire Ins. Co.	23841	INSURER D: Berkley Assurance Company	39462	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 22-23 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 INSR	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"/> HOME MAIL <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> AIRCRAFT <input type="checkbox"/> RENTALS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> EXCESS LIABILITY			GL4673881	08/01/2022	08/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (per person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPAG ASSG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> PROPERTY DAMAGE <input checked="" type="checkbox"/> UMBRELLA <input checked="" type="checkbox"/> EXCESS LIABILITY			CA2446820	08/01/2022	08/01/2023	CLAIMED SINGLE LIMIT (Each accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> POTENTIAL \$10,000			XC5CU00266211	08/01/2021	08/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Mandatory in NH)			WC43172141 (AOS)	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> BOTH EL EACH ACCIDENT \$1,000,000
C	(Mandatory in NH)			WC43172140 (CA)	08/01/2022	08/01/2023	EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Incl Pollution Liability			PCADB50187580822	08/01/2022	08/01/2023	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Proposal Purposes Only	CANCELLATION 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 
---	---

**COBB COUNTY
OCCUPATION TAX CERTIFICATE**

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 528-8410



BUSINESS LOCATION
2727 PACES FERRY RD B1 STE1800
DATE ISSUED
01-01-2022
D/B/A BRPH
ATTN: ROBB MORRISON
BRPH ARCHITECTS ENGINEERS INC
5700 N HARBOR CITY BLVD, 400
MELBOURNE, FL 32940

CERTIFICATE NUMBER
103160
FOR YEAR
2022
CERTIFICATE EXPIRES
12-31-2022

TYPE PROFESSIONAL



CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION

CLASSIFICATION CODE	CLASSIFICATION NAME	AMOUNT
871201	ARCHITECT (OCCUPATIONAL TAX)	1921.00

					PAYMENT DATE	02-01-2022					
4302	1,921.00	4312	0.00	4314	0.00	4316	0.00	4318	0.00	SUB TOTAL \$	1,921.00
										PENALTY \$	0.00
										INTEREST \$	0.00
										TOTAL \$	1,921.00

CD - Bus License Certificate, 103160, 2022, BRPH

Christa Webb
BUSINESS LICENSE DIVISION MANAGER

KBA
AUTHORIZED INITIALS

IMPORTANT NOTICE

- Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
- Please document to Cobb County Business License Office when business goes out of business.
- Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
- Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
- Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

323274

64793

PLACE ON DISPLAY

STATE OF GEORGIA

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

Amended Annual Registration

Electronically Filed
Secretary of State
Filing Date: 2/15/2022 1:38:57 PM

BUSINESS INFORMATION

BUSINESS NAME : BRPH ARCHITECTS-ENGINEERS, INC.
CONTROL NUMBER : 09063042
BUSINESS TYPE : Foreign Profit Corporation
FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : 5700 N Harbor City Blvd 400, Melbourne, FL, 32940, USA
REGISTERED AGENT NAME : Corporation Service Company
REGISTERED OFFICE ADDRESS : 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Michael M Vernich	CEO	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Robb Morrison	CFO	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Robb Morrison	Secretary	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 5700 N Harbor City Blvd 400, Melbourne, FL, 32940, USA
REGISTERED AGENT NAME : Corporation Service Company
REGISTERED OFFICE ADDRESS : 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Brian E. Curtin	CEO	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Robb Morrison	CFO	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Robb Morrison	Secretary	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA

After the above change(s) are made, the address of the entity's registered office and the business address of the

registered agent will be identical.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Robb Morrison

AUTHORIZER TITLE : Officer



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Shawn Roy Hamlin

Address:

Dunwoody GA 30338

Primary Source License Information

Lic #: RA012345	Profession: Architect / Interior Designer	Type: Registered Architect
Secondary:	Method: Examination	Status: Active
Issued: 8/28/2008	Expires: 6/30/2023	Last Renewal Date: 6/25/2021

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of August 27, 2021 9:44:45

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Stilian Kastritsos

Address:

Atlanta GA 30318

Primary Source License Information

Lic #: RA012316

Profession: Architect / Interior Designer

Type: Registered Architect

Secondary:

Method: Examination

Status: Active

Issued: 7/25/2008

Expires: 6/30/2023

Last
Renewal Date: 6/29/2021

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of February 24, 2022 9:3:13

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Daryl Lee Martin

Address:

Roswell GA 30076

Primary Source License Information

Lic #: RA016881	Profession: Architect / Interior Designer	Type: Registered Architect
Secondary:	Method: Examination	Status: Active
Issued: 9/1/2022	Expires: 6/30/2023	Last Renewal Date:

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of September 19 2022 7:36:47

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Jeffrey S Thornton
Address: 2727 Paces Ferry Road SE
Building One, Suite 1800
Atlanta GA 30339

Primary Source License Information

Lic #: PE030865	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 1/5/2006	Expires: 12/31/2022	Next Renewal Date: 12/28/2020

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: December 30, 2020 11:2:11

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Wesley Willingham Lawton, III

Address: 308 Greenhouse Row

Summerville SC 29485

Primary Source License Information

Lic #: PE044084

Profession: Engineers / Land Surveyors

Type: Professional Engineer

Secondary:

Method: Comity

Status: Active

Issued: 12/19/2018

Expires: 12/31/2022

**Last
Renewal
Date:** 12/1/2020

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of December 14, 2020 8:32:22

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

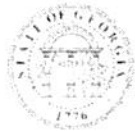
Name: John T Hutton

Address:

Decatur GA 30033

Primary Source License Information

Lic #:	SE001060	Profession:	Engineers / Land Surveyors	Type:	Structural Engineer
Secondary:		Method:	Affidavit	Status:	Active
Issued:	3/1/2021	Expires:	12/31/2022	Last Renewal Date:	



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE030454

Justin M Tanner

15 Simpson St.
Atlanta GA 30308

Professional Engineer

EXP DATE - 12/31/2022 Status: Active

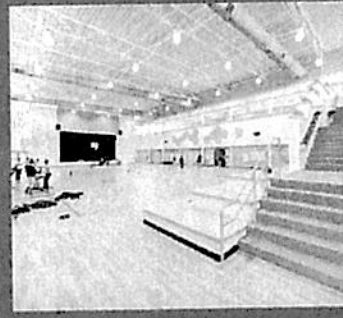
Issue Date: 06/06/2005



PROPOSAL

Professional Architectural and Engineering Services for
Dresden Elementary School Replacement

RFQu No. 23-752-008



DEKALB COUNTY SCHOOL DISTRICT
Chamblee, GA
November 3, 2022



2727 Faces Ferry Road
Building 1, Suite 1800
Atlanta, GA 30339

MAIN 770-933-9242
FAX 770-933-9246
BRPH.com

◇ November 3, 2022

DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084-6705

RE: Professional Architectural and Engineering Services for Dresden Elementary School Replacement
RFQ# No. 23-752-005

Dear Selection Committee members:

DeKalb County School District (DCSD) is committed to ensuring your educational facilities meet both your programmatic needs, and community expectations of academic excellence. DCSD has made substantial contributions in positioning its students at the forefront of future-ready learning, and the Dresden Elementary School project is another step in that direction. To accomplish this on an occupied campus with challenging budget and schedule constraints, will demand the critical focus and technical prowess that BRPH is known to deliver. We bring the following benefits to your project:

Providing Innovative Educational Solutions: For nearly 60 years, the current Dresden Elementary School campus has served the local community in a variety of ways, considering the diverse population and resources needed for the success of the student body. We at BRPH would like to take that next step with the District and help DCSD prepare for generations to come. We understand your responsibility to provide students with opportunities to explore all learning methods and prepare them for the dynamic future they face. Not only should these educational environments be forward-thinking, but they should also meet your ability to operate and maintain them. At BRPH, we strive to help clients create innovative, future-ready design solutions by using proven processes to develop immersive, flexible and secure spaces that meet your programmatic and operational needs.

The Right Team with Extensive Client Service: Whether it's providing dynamic educational environments or solving unique site-phased master plans, our team thrives on helping clients achieve their goals. The characteristics and constraints of the Dresden Elementary School project require the right guidance to address your specific needs. Our team has broad experience in helping clients transform their existing campuses into a vision of real-world environments for the future. More importantly, our team has proven experience with stakeholder engagement. We will carefully collaborate with all faculty, staff and the greater community that Dresden Elementary School serves to help shape stimulus-rich educational environments.

Integrated Services to address Complex Needs: Success on a project often relies on much more than ordinary design services and solutions. The cost and phasing complexities associated with the new Dresden Elementary School project challenge the typical design requirements of an educational facility. It's imperative that the project approach resolves the intricate challenges necessary to meet District and campus needs. While BRPH provides architecture and engineering services, we also have a Construction Services team that assists our clients by providing Integrated Services to tackle unique project constraints, budgets, and campus complexities such as those this facility demands. With services ranging from cost estimating and construction feasibility to programming and construction scheduling, our experience provides impactful decisions based on the most effective solutions for the project.

As BRPH looks to the future supporting your district, we are approaching this project structure by putting forth our best team, one that meets the evolving requirements of DCSD. We are proud to present our skilled team of creative problem solvers, all of whom harbor a passion for innovative problem-solving and a commitment to providing the right facility solutions based on your needs. Our team is ready to work with DCSD to deliver a future-forward educational project that supports your mission **to ensure student success, leading to higher education, work, and life-long learning.**

On behalf of BRPH, we greatly appreciate the opportunity to submit our qualifications for the new Dresden Elementary School project. We look forward to this exciting new chapter and for the opportunity to continue serving DeKalb County School District, administration, parents, and students.

Sincerely,

Shawa Hamlin, AIA, CPD, LEED AP
DIRECTOR OF EDUCATION, PRINCIPAL

shawa.hamlin@brph.com | 678.784.5812



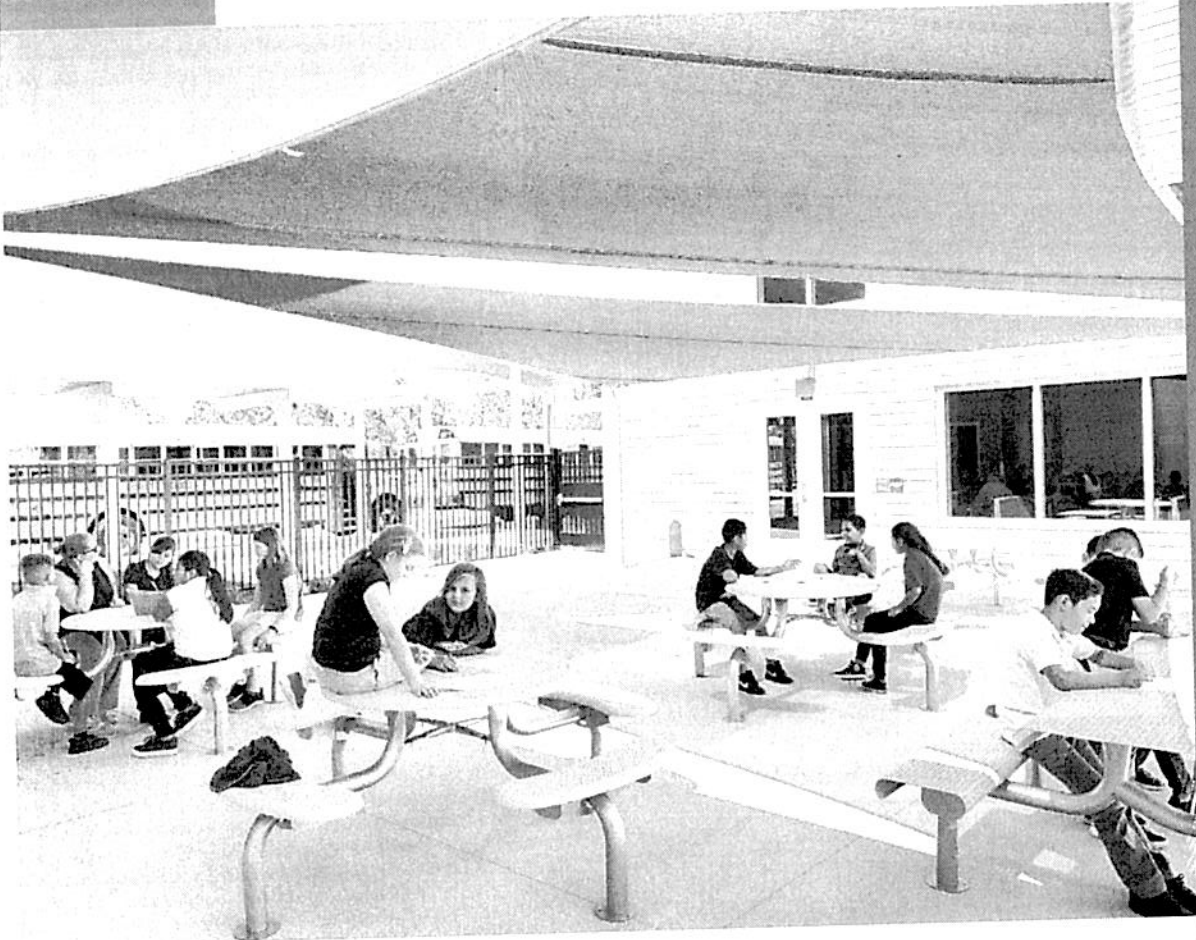
CREATIVE IDEAS. PRECISELY DELIVERED.

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4.3

Compliance Information



Pierson Elementary School
Volusia County School District

4.3 Compliance Information

Serving Georgia Communities for 20 Years

4.3.1.1 Legal Name and Business Type: BRPH Architects Engineers, Inc. is a 100% employee owned company submitting this proposal as a Private Professional Corporation.

4.3.1.2 Certificate of Registration: BRPH was incorporated in the State of Georgia in 2000. Our Georgia Secretary of State of Registration and our Cobb County Occupation Tax Certificate are uploaded as separate documents.

Ga SOS Registration No. 09063042; filed 2/15/2022
Cobb County Occupation Tax Certificate No. 103160; exp 12/31/2022

4.3.2.1 Firm Licenses and Professional Registrations: Current Georgia Professional Registrations for our architects and engineers, as well as for our subconsultants are uploaded as separate documents.

Shawn Hamlin: RA 012345; Exp 6/30/2023
Stella K. Osborn: RA 012316; Exp 6/30/2023
Daryl Martin: RA 016861; Exp 6/30/2023
Jeff Thornton: PE 030865; Exp 12/31/2022
Will Lawton: PE 044084; Exp 12/31/2022
John Hutton: SE 001060; Exp 12/31/2022
Matt Tanner: PE 030454; Exp 12/31/2022

4.3.2.2 Joint Venture Agreement: Not applicable.

4.3.2.3 Years in Business: 56

4.3.3.2 BRPH Office Locations: BRPH currently operates nine offices throughout the country, including:

Atlanta - Office serving DCSD for this project
2727 Paces Ferry Rd., Building 1, Suite 1800
Atlanta, GA 30339
Phone: 770-933-9242

Boca Raton
1499 W. Palmetto Park Rd., Suite 104
Boca Raton, FL 33486
Phone: 561-616-5678

Charleston
229 Huger St., Suite 200
Charleston, SC 29403
Phone: 843-743-0222

Huntsville
127 Holmes Ave. NW, Suite 300
Huntsville, AL 35801
Phone: 256-384-3578

Lynnwood
19020 33rd Ave. W., Suite 500
Lynnwood, WA 98036
Phone: 425-921-3500

Melbourne
5700 N. Harbor City Blvd., Suite 400
Melbourne, FL 32940
Phone: 321-254-7666

Orlando
2420 S. Lakemont Ave., Suite 300
Orlando, FL 32814
Phone: 407-896-93011

Palmdale
40015 Sierra Highway, Suite B200
Palmdale, CA 93550
Phone: 661-403-6250

Phoenix/Mesa
60 E. Rio Salado Parkway, Suite 900
Tempe, Arizona 85281

4.3.3.3 Owners, Officers, Principals in Charge:

Raul Aviles, President
Brian Curtin, CEO, Chairman of the Board
Jason Dunn, Sr. Vice President, CRO
Cris Vigil, Sr. Vice President
Bill Row, Sr. Vice President, CIO
Robb Morrison, Vice President, CFO, Secretary
Janie McDermott, Vice President, CHRO
Marti Watts, Vice President
Andrew Miller, Vice President
Jim Hillier, Vice President
Francisco Alvarado, Vice President

4.3.4.1 Conflicts of Interest: None



4.3 Compliance Information

The Dependable Choice

4.3.5.1 Financial Statement:

We have uploaded our confidential Financial Statement as a separate document.

4.3.5.2 Insurance Capacity:

We have uploaded our Certificate of Insurance as a separate document. Please also see our certificate to the right.

4.3.5.3 Litigation:

BRPH's strong experience in highly technical projects has generated a quality-oriented approach to our work. As a result, BRPH has not been found liable in any lawsuit for any project in the firm's 55-year history.

In 2015, BRPH Architects Engineers Inc. was brought into an ongoing lawsuit between the owner and various contractors and designers of a Chlor Alkali Production Plant in Eddyville, Iowa. The claims between the owner, contractors and designers primarily involve defects in the process portion of the project, whereas BRPH's role was limited to the plant's physical structure. This matter was amicably settled at mediation.

On July 14, 2019, Alaskan Aerospace Corp. (AAC) filed suit against BRPH Architects Engineers, Inc. for damages in excess of \$100,000 arising out of BRPH approval of shop drawings submitted by AAC's replacement rail roller supplier, Hilman Inc. BRPH did not select or supply the rollers and vigorously denied liability. BRPH also filed a Third Party Complaint against Hilman Inc. That matter was amicably settled at mediation.

Proactive litigation avoidance is an important aspect of the BRPH policy and for the past several years, we have conducted in-house seminars addressing this issue.

COVERAGE	DESCRIPTION	AMOUNT
A	Professional Liability	\$1,000,000
B	Contractual Liability	\$1,000,000
C	Completed Operations	\$1,000,000
D	Products and Completed Operations	\$1,000,000

Our Insurance Capacity meets the requirements.

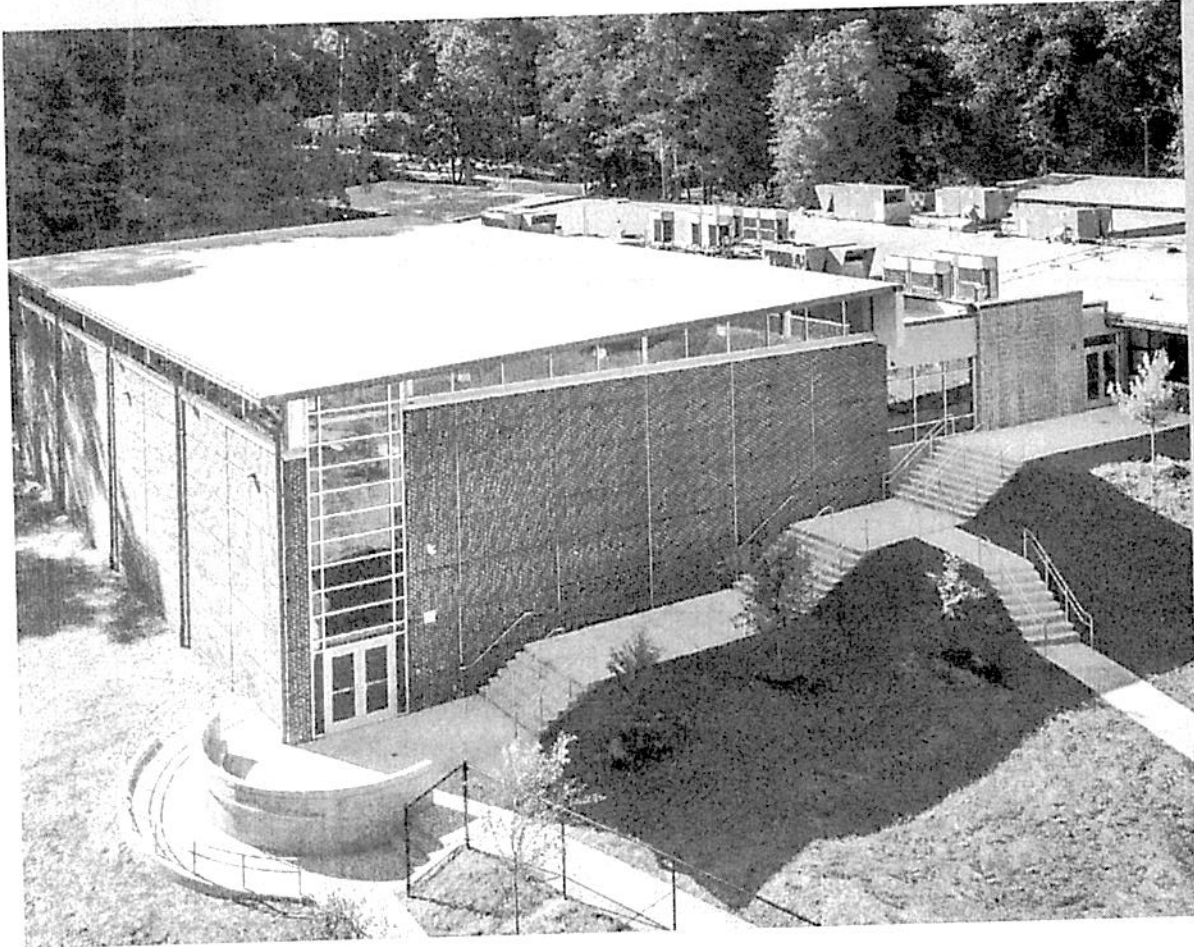
These seminars are normally conducted by the firm's current professional liability insurance carrier, General Counsel, and Chief Risk Officer, and include such topics as tort law liability, contract law liability, statute law liability, allocation of risks in contracts, and risk-intensive issues in professional practice. The seminars also cover construction phase responsibilities, including shop drawings review, RFI responses, job site safety, and change orders. Key technical and human resources staff also routinely attend independent seminars on risk management and thereafter conduct in-house de-briefings.

4.3.5.4 Insurance Claims:

None



Individual Review



S.A. | Individual Review

*Beecher Hills Elementary School Renovation & Addition
Atlanta Public Schools*

5.1 Individual Review | 5.1.1 Related Experience

Student-Focused, Community Approved

BRPH
SERVICES

- Architectural Programming & Design
- Building Information Modeling
- Commissioning
- Branding
- Communication Systems Design
- Condition Assessments
- Construction Services
- Cost Estimation
- Engineering (Civil, Mechanical, Electrical, Structural)
- Fire Protection
- Furniture Selection & Specification
- Industrial Design
- Interior Design/Workplace
- Masterplanning
- Pre-construction
- Process piping
- Program Management
- Scanning (Matterport, Thermography)
- Security Assessments
- Visualization (Animation, Rendering)
- Wayfinding Graphics



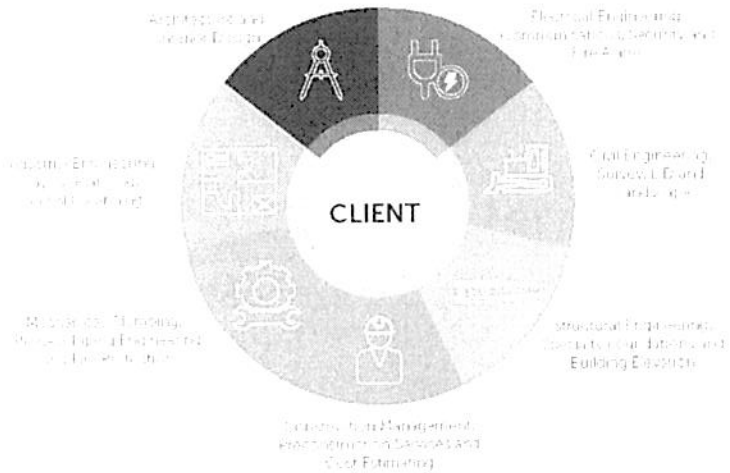
35 YEARS
LEVERAGING MULTIPLE MARKETS
TO BENEFIT OUR EDUCATION
CLIENTS

For over 50 years, BRPH has been helping school districts like DCSD to stay ahead of the curve, meeting the changing needs of growing communities, and giving students opportunities to explore and excel like never before. It is our student-focused process, which entails deep collaboration between the school district and the appropriate stakeholders, that makes these projects a success.

CREATIVE IDEAS. PRECISELY DELIVERED. It's our promise and our passion to support clients by finding the best, most efficient solutions no matter how impossible the challenge might seem.

It's About the Students

The students currently enrolled in DeKalb County Schools are the innovators of tomorrow. As technology continues to evolve, the way we design schools also evolves, enhancing the way future generations learn. For this project, we understand the importance of how the buildings systems support the educational spaces and overall learning environment. Our role is to collaborate with the school's leaders, as well as the school district's department directors, to understand the project needs and provide design services that contribute to the success of your environment.



REINVENTING INTEGRATED SOLUTIONS
UTILIZING PROFESSIONALS THAT SPAN MULTIPLE DISCIPLINES
TO PROVIDE INNOVATIVE, FORWARD-THINKING DESIGN SOLUTIONS



5.1 Individual Review | 5.1.1 Related Experience

"Uncovering the True Needs of the Client" *"Design Through Discovery"* is the BRPH adaptation of the Design Thinking methodology. It is an open-minded, collaborative brainstorming process centered on the people at the heart of a problem to be solved. It's driven by the need to continuously improve complex systems in a creative way; it's about the client. It's a method of discovery that uncovers what is working and what isn't, delivering key insights that drive the project design. By gaining a clear, upfront understanding of the core needs and desires for each school, our team will be able to create viable and feasible solutions that meet their requirements. ***We have successfully used this strategy with other school districts and it has become a fundamental part of our design process in helping you achieve the building project you want.***

Iterative and Collaborative Approach

Our team process is collaborative — we pride ourselves in working on projects that bring together a committed team of professionals with the talent and knowledge to analyze and understand the issues.

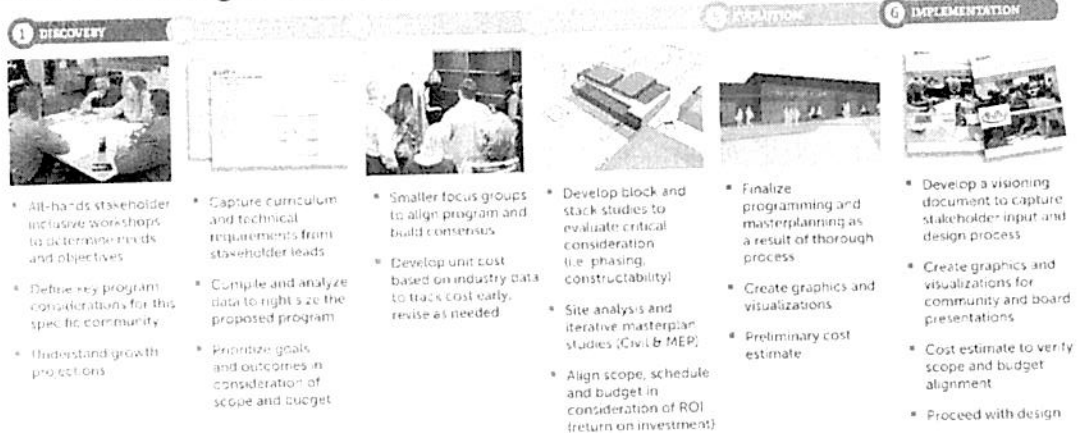
Our team has experience working with and managing multiple stakeholder groups and working in partnership with all in an open, interactive process. It is imperative that we listen carefully to fully understand each school's philosophy, needs and aspirations, while providing the leadership to guide the process to a successful completion.

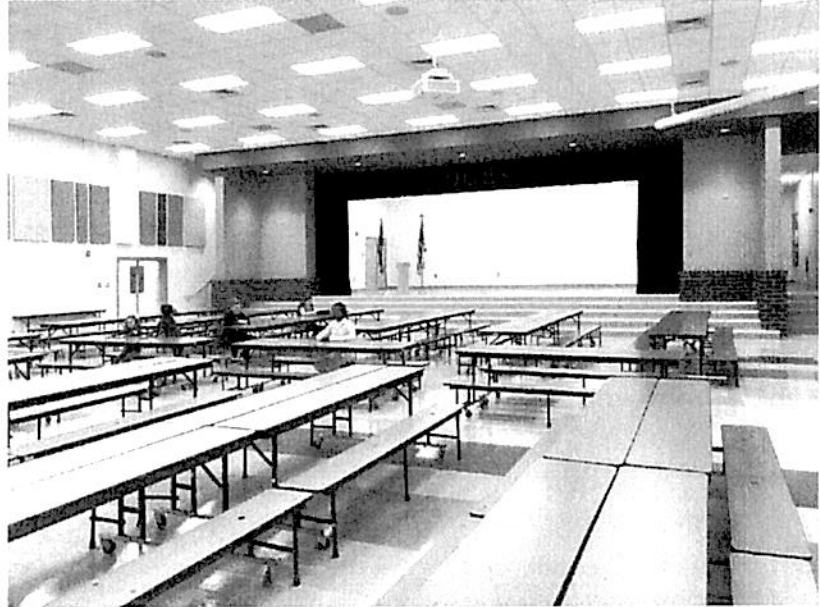
Stakeholder Collaboration

Our team will work with DCSD and the school's appropriate stakeholders to address the anticipated needs for the project. It's important to understand how the project scope will impact the school and its operations. While reviewing the provided facility assessments is important, successful user interaction will be critical for this project's success. It is especially important to be direct and communicative for the school stakeholders to fully understand their needs.

Our related project experience follows.

BRPH's Design Through Discovery Process





FIRM'S RESPONSIBILITY
Prime

OWNER CONTACT
Mike Sanders, Assistant Superintendent
Fayette County Schools
205 LaFayette Avenue
Fayetteville, GA 30214
T: 770-716-1209 ex 223
F: 770-460-8191

USER CONTACT
Mike Satterfield, Director of Facilities
Fayette County Schools
205 LaFayette Avenue
Fayetteville, GA 30214
770-460-3522

COMPLETION DATE
September 2020

PROJECT SIZE
72,768 SF Renovated, 11,890 SF
Additions

PROJECT COST
\$12,797,463

SERVICES PROVIDED
Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS
Substantially Complete

KEY STAFF
Shawn Hamlin
Richard Powell
Daryl Martin

Oak Grove Elementary School Additions & Modifications | Peachtree City, GA

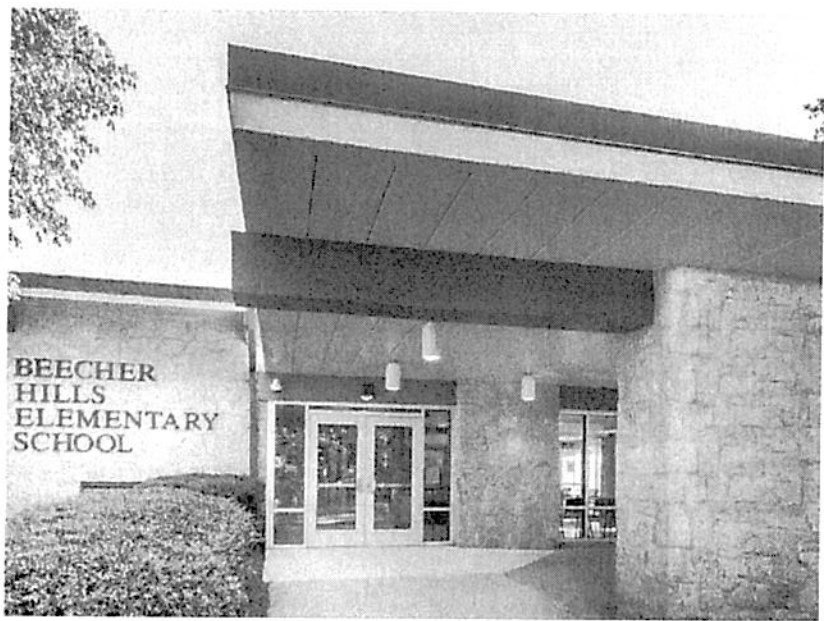
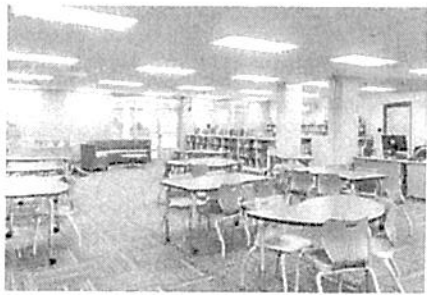
Oak Grove Elementary School is a traditional K-5 primary school, one of 14 elementary schools currently operated by Fayette County Public Schools (FCPS), originally constructed in the 1980's. Over the years, several additions were constructed to accommodate growth within the area served by the school. During this time, BRPH was first engaged by FCPS in the mid 1990's to design an elementary school prototype for all new facilities to be constructed thereafter. This effort resulted in ten additional schools that have been constructed based on the prototype. BRPH was tasked with implementing design standards consistent with the prototype to the greatest extent possible. For Oak Grove, a third classroom wing was added to serve fifth grade students in 1995. Then, in 2009, the cafeteria was expanded

In late 2018, FCPS tasked BRPH to address several key deficiencies that still existed at Oak Grove, including a request from the city to relocate the primary access point and the fact that

existing gymnasium and cafeteria were both inadequate because of the small size of the gym and lack of a stage in the cafeteria. Relocating the primary entrance necessitated the relocation and addition of a new front office, which also warranted expansion to be consistent with the prototype. Existing vehicular circulation and parking also needed to be totally reconfigured and expanded to provide increased capacity, improve flow, and segregate traffic.

Construction of the new front entrance admin addition and gymnasium addition resulted in a "transformational change" to the outward appearance of the facility. The two additions both extend forward from the existing school, elevating their visibility as primary points of access. Within the school, the original gymnasium and front office areas were converted to new uses. The gym was subdivided into two new areas: an elevated stage facing into the cafeteria and a large new music room.





FIRM'S RESPONSIBILITY
Prime

OWNER CONTACT

Jere Smith, Director of Capital Improvements
Atlanta Public Schools
1631 LaFrance Street
Atlanta, GA 30307
T: 404-802-3736
F: N/A

USER CONTACT

Theondrae Reid, Project Manager
Atlanta Public Schools
1631 LaFrance Street
Atlanta, GA 30307
404-802-3712

COMPLETION DATE

September 2019

PROJECT SIZE

48,550 SF Renovated; 10,500 SF Additions

PROJECT COST

\$8.5 million

SERVICES PROVIDED

Architecture, Engineering, Cost Estimating, Construction Administration

PROJECT STATUS

Complete

KEY STAFF

Shawn Hamlin
Richard Powell
Daryl Martin

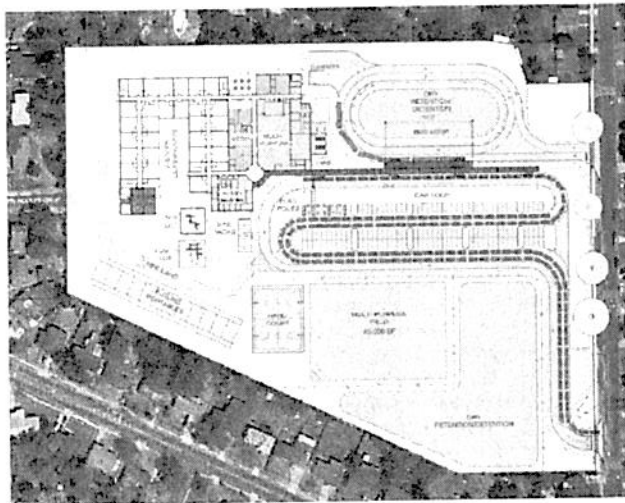
Beecher Hills Elementary School Renovation & Addition | Atlanta, GA

The proposed client scope was to add a new gymnasium and update the building systems. BRPH's design team was confronted with where to add the new expansion on a constrained site, and how to improve core operational spaces and circulation within a limited project budget. By strategically placing the gymnasium on the steeply sloping hill behind the school, the design team took advantage of the topography that minimized any site disruption and centrally aligned the addition with the school's core of the media center.

While not seeking LEED certification, sustainable design strategies, based on District guide specifications that established a minimum standard for following materials standards, include new LED lighting and mechanical systems. New roofing was also provided which improved the building envelope performance with added insulation and a lighter, more reflective surface.

The BRPH team reorganized the circulation to simplify access and align the building's core spaces. The cafeteria was relocated to the front of the building in an under-used existing multi-purpose space. A new computer lab, upgraded administration and teacher support were provided, taking advantage of previously underutilized spaces. The new internal circulation aligned the cafeteria with the media center and gymnasium addition, making these the "Heart and Hub" of the school.





FIRM'S RESPONSIBILITY
Prime

OWNER /USER CONTACT
Orange County Public Schools
Calvin Woolfolk
445 W. Amelia St.
Orlando, FL 32801
calvin.woolfolk@ocps.net

COMPLETION DATE
November 2022

PROJECT SIZE
69,622 SF

PROJECT COST
\$17M

SERVICES PROVIDED
Programming, Architecture,
Engineering, Construction
Administration

PROJECT STATUS
Completed

KEY STAFF
Megan White
Daryl Martin

Pine Hills Elementary School | Orlando, FL

BRPH provided architecture and engineering for the 837-student station elementary school replacement with an 837-student station core.

The project was constructed on an occupied campus with phased construction, and the first phase was completed within a 12-month time frame allowing children to begin school for the 2018-19 school year.

The second phase, primarily site work, was completed by November of 2018. The 96,000-SF school includes a 2,500-SF covered PE area that is connected to the building.





FIRM'S RESPONSIBILITY
Prime

OWNER/USER CONTACT
Volusia County Schools
Saralee Morissey
200 North Clara Avenue
DeLand, FL 32720
386 947 8786 x50772

COMPLETION DATE
July 2018

PROJECT SIZE
91,000 SF

PROJECT COST
\$18.5M

SERVICES PROVIDED
Master Planning, Programming,
Design, Architecture, Engineering

PROJECT STATUS
Completed

KEY STAFF
Megan White

ACCOLADES
FEFPA First Place Award - 2019
Learning By Design Award - 2019

Pierson Elementary School | Pierson, FL

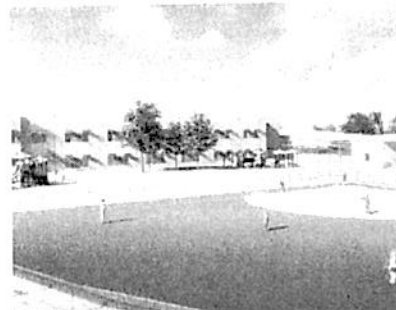
Volusia County School District in Pierson, Florida had the opportunity to build a new elementary school, the first in the district in over 10 years, as part of a sales-tax initiative to modernize learning environments. Pierson Elementary School was based upon a prototype and then developed specifically for Volusia County Schools following discussions with school administration, parents, and other key stakeholders. BRPH conceived a design process that engaged the community, promoted consensus-building and demonstrated financial stewardship at all stages of the project.

Technology prevalent throughout the facility allows learning to happen everywhere. Classrooms are clustered around extended learning areas which promote co-teaching and breakout activities. Wet labs not only support STEM-based learning objectives, but also permit students and faculty to hold internal events and group projects.

Many residents of Pierson, nicknamed the "fern capital of the world," work in the agricultural economy, so the facility utilizes a bright, nature-inspired color and design palette featuring a one-and-a-half story tile mosaic fern leaf at the school's distinctive main entrance.

The resulting design was born from a desire to engage the local community, create spaces reflective of their culture and leverage collaborative technology to build the critical skills needed in an everchanging world. Pierson is a prototype for how to apply limited funding to replace an aged school with an optimal, future-ready learning environment that connects to the community and its culture.





FIRM'S RESPONSIBILITY
Prime

OWNER/USER CONTACT
Volusia County Schools
Steve Grube
200 North Clara Avenue
DeLand, FL 32720
386 947 8786

COMPLETION DATE
12/2022 (Anticipated)

PROJECT SIZE
92,262 SF

PROJECT COST
\$24M (Anticipated)

SERVICES PROVIDED
Master Planning, Programming,
Design, Architecture, Engineering

PROJECT STATUS
Construction

KEY STAFF
Megan White

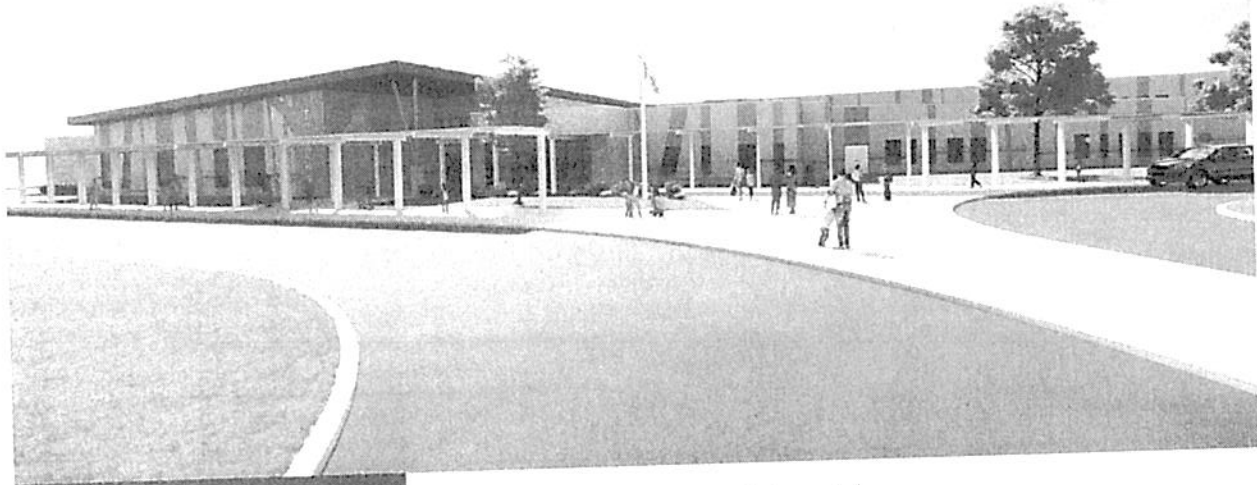
Ortona and Osceola (Beachside) Elementary School | Daytona Beach, FL

Facing aging facilities, damage from past hurricanes, ever-changing curriculum, and a lack of space to support future-ready programs, the School District called upon BRPH to guide the consolidation of Osceola Elementary (450 students) and Ortona Elementary (200 students) create an adaptable environment to enhance the learning experience for students and staff. The team's ability to be both highly responsive to the fluid process coupled with the ability to manage complex projects simultaneously, BRPH was able to interpret various programmatic goals, build consensus and identify critical barriers to overcome.

Recognizing the challenges of combining two school communities, the design team was sensitive to the unique and individual needs of these beach-side communities. The team took the time to analyze both sites individually to provide District staff and Board with data important to make the tough decision of where to locate

the new facility. Through a collaborative and iterative process with District staff, common themes were recognized and investigated, such as on-site and off-site circulation, stormwater requirements and existing utilities. Several conceptual site designs were created to investigate the best overall product on each site, including studies requested by the Board to look at the possibility of a K-8 campus rather than a K-5. In addition to presenting this data to the Board, our team has led community meetings and collaboratively worked with all stakeholders to ensure the final design reflects their desire to have a school where students are instilled with a sense of pride when they walk through the front door. With Ortona's design, the design team was able to exemplify how a known and well-received prototype can be altered to be unique to the community context and surrounding neighborhood and meet the individual needs of the school community, including future-ready learning principles.





FIRM'S RESPONSIBILITY
Prime

OWNER/USER CONTACT
Volusia County Schools
Steve Grube
200 North Clara Avenue
DeLand, FL 32720
386 947 8786

COMPLETION DATE
TBD

PROJECT SIZE
100,000 SF (Anticipated)

PROJECT COST
TBD

SERVICES PROVIDED
Architecture, Engineering,
Construction Administration,
Planning, Interior Design

PROJECT STATUS
Design

KEY STAFF
Shawn Hamlin
Megan White
Daryl Martin
Jeff Thornton
Tim Moore

Tomoka Elementary School |
Ormond Beach, FL

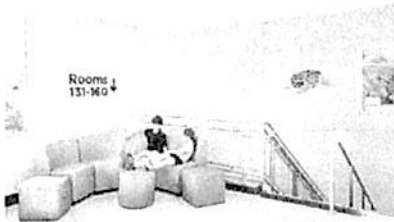
BRPH is currently providing architectural and engineering services for a complete demolition and new replacement elementary school for Tomoka Elementary in the School District of Volusia County. The size of the new school is anticipated to be approximately 100,000 SF with approximately 870 student stations.

Volusia County is using a swing school to relocate students and the site will be cleared in its entirety.

BRPH is working with a construction manager at risk and developed an early procurement package for long lead items to help with supply chain issues and cost escalation in material.

To maximize energy and water efficiency and resilient design, BRPH has integrated high performance principles utilizing building orientation, daylighting, solar heat gain, and prioritized site circulation due to severe traffic congestion at the existing school.





FIRM'S RESPONSIBILITY

Prime

OWNER/USER CONTACT

Charleston County School District
 Jeffrey Borowy
 75 Calhoun Street
 Charleston, SC 29401
 843-566-1975

COMPLETION DATE

August 2019

PROJECT SIZE

75,000 SF

PROJECT COST

\$16.4M

SERVICES PROVIDED

Master Planning, Programming,
 Design, Architecture & Engineering

PROJECT STATUS

Completed

KEY STAFF

Shawn Hamlin

Burns Elementary School |
 North Charleston, SC

The Edmund A. Burns Elementary school was a true collaboration between Charleston County School District (CCSD), Meeting Street Academy (MSA) and the project team. The new future-ready learning environment serves Pre-K through 5th grade Title I students and represents one of three installments of MSA within CCSD public schools.

BRPH teamed with John Ciccarelli Architects (JCA) to co-lead meetings with district faculty and staff, program managers and review agencies. The team was able to successfully collaborate and combine CCSD program requirements with MSA standards. BRPH served as the Architect of Record, with JCA as our Design Partner.

The building was organized around a strong central axis that aligns with the existing pedestrian thoroughfare. The axis creates opportunities to maximize visual controls for security, while also serving as an access hub to connect with the

classroom wings, vertical circulation, bus loop and passenger drop-off. Expanses of daylight allow for maximum visibility of interior corridors and exterior conditions.

The Pre-K through third grade are interconnected within the first-floor wings, with grades four and five located on the second floor. The STEAM program and assembly spaces are connected in its own wing. The building has been praised for its acoustics, allowing students and staff to find comfort while learning, teaching and maintaining the facility.





FIRM'S RESPONSIBILITY

Prime

OWNER/USER CONTACT

Brevard Public Schools
 Susan Hann
 2700 Judge Fran Jamieson Way
 Viera, FL 32940
 321-633-1000 x44

COMPLETION DATE

August 2018

PROJECT SIZE

91,000 SF

PROJECT COST

\$18.5M

SERVICES PROVIDED

Programming, Design, Architecture & Engineering

PROJECT STATUS

Completed

KEY STAFF

Megan White

**South Lake Elementary School Facility Renewal |
 Titusville, FL**

South Lake was a traditional elementary school that opened over 50 years ago and shut its doors in 2013 due to district budget constraints. The school was to be renovated in preparation for reopening its doors as a new STEAM (Science, Technology, Engineering, Art and Math)-focused elementary school of choice for the 2018-2019 school year. The project scope was prescriptively outlined to cover mechanical equipment renewal, electrical upgrades, code deficiencies, and educational technology. However, after touring South Lake, which had been operating as an adult education facility, it was clear that more was needed in order to transform the outdated facility into a forward-thinking choice school.

At the very start of the project, BRPH facilitated a Design Thinking workshop with school district stakeholders to identify and prioritize needs, build consensus on project success, and identify critical barriers to overcome. Through a collaborative and iterative process, common themes were recognized and further investigated,

including future-ready learning principles, attracting and retaining students and teachers, creating high-tech environments, promoting safety and well-being and incorporating universal and accessible design. The result was implementation of an integrated curriculum with student-centric learning spaces, state-of-the-art technology and collaborative spaces designed to facilitate project-based learning.

In the existing facility, classroom restrooms were not accessible, and tearing out the non-code compliant restrooms gave us the opportunity to provide new paint and floor finishes, in fresh and exciting colors. Large built-in wall units that took up valuable space were removed to enlarge classrooms and provide more space for project-based learning. Technology enhancements included interactive touchscreen displays that stream wirelessly from laptops or tablets in every classroom, robust wireless infrastructure across the entire campus.





FIRM'S RESPONSIBILITY

Prime

OWNER /USER CONTACT

Orange County Public Schools
 Tamara Cox
 445 W. Amelia St.
 Orlando, FL 32801
 407-317-3700 ext 2025518

COMPLETION DATE

June 2022

PROJECT SIZE

79,000 SF

PROJECT COST

\$26.2M

SERVICES PROVIDED

Programming, Architecture,
 Engineering, Construction
 Administration

PROJECT STATUS

Completed

KEY STAFF

Megan White
 Daryl Martin

Panther Lake Elementary School

| Winter Garden, FL

Panther Lake is a two-story elementary school, prototype originally developed in 2008 for Orange County Public Schools and has since been site adapted 14 times for the District. Contracted as a site adaptation of the Castleview Elementary School, the 837-student station school includes general and ESE classrooms, skills labs and dedicated art and music rooms. The administration, media center, and cafeteria are located directly off the entry rotunda, providing full access of these areas to the community after-hours and on weekends, while keeping the remainder of the building inaccessible to the public. The prototype is designed to provide a strong single point of entry control to the building, requiring access through administration once the school day begins.

As OCPS evolves and expands their abilities to prepare students for tomorrow's workforce, BRPH walked alongside them to provide best practices in shaping this new learning

environment—incorporating innovation and technology, creating immersive environments, and fostering collaboration flexibility and soft skills. Customizations include outdoor play and covered learning environments, security updates and updated technology integration into this latest design iteration.

Construction of the new school was completed in time for the start of the 2022/23 school year.





View of renovated Media Center

FIRM'S RESPONSIBILITY
Prime

OWNER CONTACT

Richard Boyd
DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
T: 678-676-1483
F: N/A

USER CONTACT

Brian Albanese, SPLOST IV CIP
Program
DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
678-676-1561

COMPLETION DATE
August 2017

PROJECT SIZE
48,000 SF Addition

PROJECT COST
\$16.2 million

SERVICES PROVIDED
Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS
Complete

KEY STAFF
Shawn Hamlin
Daryl Martin

Henderson Middle School | Atlanta, GA

BRPH provided design and engineering services for the additions and renovations to Henderson Middle School. Originally constructed more than 45 years ago as a high school, the facility has been functioning as a middle school since 1996. BRPH worked closely with the school and community to provide needed improvements to the existing facility.

The scope of work involved various additions and upgrades that included a new 48,000-SF addition consisting of 26 classrooms and support space supporting the necessary Math and Science classrooms. A new 5,500-SF band suite addition and 1,200-SF Media Center expansion also provided much needed relief for existing programs. Renovation work to the existing building provided various program improvements included a new kitchen addition and cafeteria expansion and new Art and Technology classrooms. Additional electrical, HVAC and roofing

improvements occurred throughout the existing building.

The classroom addition and kitchen expansion were designed to accommodate an increase in student population, as well as provide improved facility service access. During construction, BRPH assisted in developing project phasing to accommodate the school needs and ensure that minimal impact occurred to disrupt school functions.



DEKALB COUNTY SCHOOL DISTRICT | A/C Resizes for Dresden Elementary School Replacement ◆ 16

The Right Expertise

5.1.2.2 Staff Functions

The team we assembled has worked together for over a decade on several educational renovation and addition projects. We bring comprehensive knowledge and expertise to your project.

Shawn Hamlin, AIA, LEED AP - Principal-in-Charge, Project Manager | BRPH: As Project Manager and Primary Point of Contact, Shawn will be responsible for coordinating and managing the entire team and ensuring that the schedule and budget stay on track. Shawn has extensive knowledge of the school district and community that will assist the level of efficiency with the design team. As a DeKalb county resident with children attending local schools, he knows the impact your schools have on students and greater support community. **Shawn will dedicate 50% of his time.**

Stella K. Osborn, AIA, LEED AP - Senior Architect | BRPH: Stella will play an integral part in the overall programming and design of each project. As Senior Architect, she will lead the production team during the design phases providing the necessary technical oversight and expertise for the staff. She will work closely with Shawn to meet all DCSD program criteria and standards. She will also work closely with Megan to ensure their high project standards are implemented by the team. **Stella will dedicate 80% of her time.**

Megan White, AIA, ALEP, NCARB, LEED AP BD+C - Design Architect | BRPH: Working collaboratively with Stella, Megan will serve as the Design Architect. She will maintain scheduling control of the project with weekly team meetings to discuss current activities, achievements, open items, task assignments and status for the duration of the project. Having extensive knowledge of codes, building science, and construction methodologies gives Megan the strong technical foundation needed to

lead the design team through project success. She will coordinate on-site efforts to ensure we maintain the highest level of responsiveness. Megan is Accredited Learning Environment Planner (ALEP) certified, making her best equipped to guide DCSD in assessing and planning learning environments. **Megan will dedicate 40% of her time.**

Daryl Martin, LEED AP - Assistant Project Architect: Daryl will be responsible for the production and assisting Stella and Megan in the assembly of drawing sets for submittal. Daryl will also assist with Construction Administration oversight for this project. **Daryl will dedicate 85% of his time.**

Jeff Thornton, PE, LEED AP & Jeanne Jackson, PE & - Mechanical/Plumbing Engineers | BRPH: Jeff will serve as the mechanical and plumbing engineer of record, and will oversee all aspects of mechanical systems design, including the HVAC, plumbing and fire protection systems. He will be the day-to-day contact throughout the project, from design through construction. Jeanne will work closely with Jeff, and will be responsible for systems design. **Jeff will dedicate 35% of his time. Jeanne will dedicate 35% of her time.**

Will Lawton, PE, LEED AP - Electrical Engineer | BRPH: Will will serve as the Lead Electrical Engineer, handling all aspects of electrical system design from power (incoming service and building electrical distribution), lighting and low-voltage systems. **Will will dedicate 25% of his time.**

Tim Moore, LEED AP - Electrical Designer | BRPH: Tim is well-versed in the requirements of the National Electrical Code (NFPA 70), Life Safety Code (NFPA 101), National Fire Alarm Code (NFPA 72), and the latest energy conservation codes. He will be responsible for Fire Protection design. **Tim will dedicate 45% of his time.**

5.1 Individual Review | 5.1.2 Proposed Project Team and Functions

John Hutton, PE, SE - Structural Engineer | Uzun+Case: John will serve as lead structural engineer. His primary responsibility is the design oversight and management of all structural consulting services. John has provided design services to DCSD for years on numerous projects. John will dedicate 30% of his time.

Matt Tanner, PE - Civil Engineer | Breedlove Land Planning: Matt will serve as the Civil Engineer and will oversee all site engineering aspects of the project. He will oversee all stormwater management and regulatory permitting for the project where needed. Matt has extensive project experience in working with DCSD. He is familiar with the county's development code and requirements for site improvements. Matt will dedicate 35% of his time.

Kip Sarfozo, FCSI, LEED ID&C AP, WELL AP - Foodservice Consultant | Cini-Little: Kip will serve as the Foodservice Consultant. Kip is a proven leader in foodservice concept development and facility design. He offers his operational and strategic management background, combined with his design savvy and understanding of customer experience, to create effective and efficient design solutions. Accredited professionally in both LEED and WELL building standards, Kip is an expert in integrating sustainable elements into high performing building and human environment designs. Kip will dedicate 15% of his time.

Jay Dougherty - Cost Estimator | BRPH Construction Services: Jay is in constant communication with the construction industry. His ability to manage and mitigate project cost issues enables him to help the BRPH team keep our projects focused and within budget. Jay is able to help the Project Manager keep the project relevant even considering supply chain issues and equipment cost changes. Jay will dedicate 10% of his time.

Juan Hernandez - Senior Planner/Scheduler | BRPH Construction Services: Juan has an extensive background in school planning and scheduling. His ability to coordinate and flush out an entire school program and keep it relevant as requirements change is why he will be an integral part of our overall process. Real-time scheduling is more necessary now than ever as we help the owner deliver a solid project on time. Juan will dedicate 10% of his time.

5.1.2.3 Brief Resumes

Please find brief resumes of the team on the following pages.





Shawn Hamlin, AIA, LEED AP BD+C | PIC, Project Manager

Current Job Assignments: HS Tech | Midvale ES | APS Transportation Facility | McClarin HS | Fayetteville ES | Benteen ES

Shawn is the Director of Education for the BRPH Atlanta office and has more than 20 years of professional experience in architectural design, planning and project management. His vast understanding of large-scale architectural and educational projects will help with navigating the opportunities set forth at the Education site. Shawn's extensive experience working with DCSD will ensure your needs are being met or exceeded and the highest quality design is delivered. He will be your primary point of contact for this project.

YEARS EXPERIENCE

20 years with BRPH
20 years in industry

EDUCATION

M.S. in Architecture Georgia Institute of Technology
M.Arch. in Architecture Georgia Institute of Technology
M.S. in Architecture Georgia Institute of Technology
B.S. in Architecture Georgia Institute of Technology
B.S. in Architecture Georgia Institute of Technology

REGISTRATIONS

Registered Architect, GA
LEED AP BD+C
Member, AIA

RELEVANT EXPERIENCE

*** Chamblee High School, DeKalb County School District, Chamblee, GA; Project Manager.** Shawn started the project design and construction at the start of development in conjunction with overseeing extensive value engineering and phasing constraints. Tasked with working around an existing facility that was still occupied during construction, the building design responded to a highly efficient use of sight. 285,000 SF, 264M

Denmark High School, Forsyth County Schools, Alpharetta, GA; Project Manager. This third-generation, 10th year facility, implements a numerous lines by utilizing a kit of interchangeable parts organized around a central spine which allows the prototype to be customized to adapt to site configuration, student station count, and special program focuses as required. 272,000 SF, 275M

East Forsyth High School, Forsyth County Schools, Cumming, GA; Project Manager; BRPH has worked with Forsyth County Schools for more than 20 years, assisting the District with planning and designing all of their high schools. East High School is a 380,000 SF two-story building including an 850-seat cafeteria and 2,600-seat gymnasium with media center and athletic facilities. 370,000 SF, 285M

McClarin High School Renovations, Fulton County Schools, College Park, GA; Project Manager. As a partnership of two Fulton County Schools and Atlanta Technical College, this extensive renovation of an existing 10-year-old facility focuses on providing new educational environments with a specific focus on career-ready pathways and real-world conditions. 95,000 SF, 220.5M (est)

** Previous experience*



Stella K. Osborn, AIA, LEED AP | Project Architect

Current Job Assignments: HS Tech | Midvale ES | APS Transportation Facility | Lovinggood MS | Lindley MS

Stella has designed and managed the construction of various building types, including schools/ educational buildings, athletic facilities, commercial kitchens, daycares, health care, retail, and post-production facilities. Stella emphasizes client satisfaction, ensuring DCSD Design Guidelines are met, as well as established national best practices. She understands that listening is paramount, followed by project program and execution, schedule control, quality and budget control, and responsiveness.

RELEVANT EXPERIENCE

East Forsyth High School, Forsyth County Schools, Cumming, GA; Architect. BRPH has worked with Forsyth County Schools for more than 20 years, assisting the District with planning and designing all of their high schools. East High School is a two-story building including an 850-seat cafeteria and 2,600-seat gymnasium with media center and athletic facilities. Stella has been involved in overseeing construction of this unique 8 million-dollar facility. 380,000 SF, 285M

Midvale Elementary School Renovations & Additions, DeKalb County School District, Tucker, GA; Sr. Architect. The main project scope focused on ADA improvements. Further discussions led to an increased project scope including a complete overhaul of the mechanical system and HVAC unit. 260,000 SF Renovation 100-100 Addition 24,000 SF

High School of Technology South Campus Renovations, DeKalb County School District, Decatur, GA; Sr. Architect. The main project scope focused on a full HVAC replacement and associated improvements. Renovation work includes updates to building life safety systems. A new interior elevator is planned, as well as various other ADA improvements within the facility. 425,000 SF, 22.7M

Northwest Transportation Center, Atlanta Public Schools, Atlanta, GA; Architect. This is a transportation and multi-use facility including three service centers, six fueling stations and operations building. Security, fire alarm, lighting and overall site design are additional components to be included on the 20+ acres. Stella is consulting at Union and Lincoln Assistant Project Manager during all phases of design and construction. 6,500 SF operations building, 1,600 SF four-lane service center, four fueling stations and a fuel storage system. 35M

YEARS EXPERIENCE

17 years with BRPH
17 years in industry

EDUCATION

M.S. in Architecture Georgia Institute of Technology
M.Arch. in Architecture Georgia Institute of Technology
B.S. in Architecture Georgia Institute of Technology
M.S. in Architecture Georgia Institute of Technology
B.S. in Architecture Georgia Institute of Technology

REGISTRATIONS

Registered Architect, GA
LEED AP
Member, AIA
Member, Georgia Institute of Technology





Jeff Thornton, PE, LEED AP | Mechanical Engineer

Current Job Assignments: GA Tech Klaus Robotics Lab | MVE Expansion | Gulfstream Service Center | Confidential SCIF | Confidential Northrup Grumman | Confidential Medical Facility

As a mechanical engineer, Jeff is responsible for mechanical engineering design and project management of all types of commercial, education and institutional projects, including demolition, renovation and new work. He will work closely with the design team in the early programming phase to help establish the major requirements of the mechanical systems. He will also work closely with key stakeholder groups to help determine the space needs in terms of building systems.

RELEVANT EXPERIENCE

Denmark High School, Forsyth County Schools, Alpharetta, GA; Mechanical Engineer. This third-generation prototype was implemented numerous times by utilizing a lot of interchangeable parts organized around a central spine which allows the prototype to be customized to adapt to site configuration, student status, count, or special program. *10 classes in required. 272,000 SF, \$75M*

Harrison High School Freshman Academy, Cobb County Public Schools, Kennesaw, GA; Mechanical Engineer. The academy program includes six biology labs, two general science labs and 29 general purpose classrooms and lab rooms with a full music suite and cafeteria and kitchen. The building is completely self-sufficient from the existing high school campus, making the transition from middle school to high school less daunting. *90,000 SF, \$25M*

Port Wentworth K-8 School, Savannah-Chatham County Public School System, Savannah, GA; Mechanical Engineer. In addition to housing K-8 grades, the school includes additional classrooms and support facilities to accommodate the next through eighth grade students. The school features a centrally located media center, computer lab, and art classrooms, science labs, and state-of-the-art dining and food preparation facilities. *140,000 SF, \$22.5M*

Gulfstream Y2, Gulfstream Aerospace Corporation, Savannah, GA; Mechanical Engineer. As part of a design-build team, BRPH provided architectural and engineering services for a new 107,000-SF expansion to the existing initial manufacturing Avionics Facility. The facility includes over 100,000 SF of manufacturing floor space and support infrastructure. *1,200,000 SF total project. \$180M*

YEARS EXPERIENCE

14 Years with BRPH
27 Years in Industry

EDUCATION

Bachelor of Science, Mechanical Engineering, University of Florida

REGISTRATIONS

Professional Engineer
Mechanical Engineering, GA, AL, WA, NC, TN, VA, MN, MO, IL, NM, CO, TX

LEED Accredited Professional
Registered Architect (Member Associate)



Jeanne Jackson, PE | Mechanical Engineer

Current Job Assignments Incl.: Gateway HS | Beachside ES | Mims ES Cafe | Forest Lake ES | Timbercrest ES

Jeanne is a professional mechanical engineer specializing in innovative technology solutions, energy modeling and sustainable design. Her experience includes the design of state-of-the-art mechanical systems for LEED-rated buildings. Jeanne has worked designing educational facilities for 12 years and thoroughly understands their unique requirements.

RELEVANT EXPERIENCE

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Mechanical Engineer. This project is an extensive renovation and replacement project to include the continual but, immediate, high performing building design elements in a house that students have highly functional and immediate and full access to a dedicated educational environment in which to thrive. *2,800,000 SF, \$75M (est.)*

JetBlue University Training Center, Orlando, FL; Mechanical Engineer-of-Record. The University accommodates 100 permanent employees and up to 350 students, and includes classroom space, an auditorium, multiple office space, a specialized heated outdoor emergency slide/rat training pool, and 76,000 sq ft simulation hall. *105,000 SF, \$17M*

Mims Elementary School Cafeteria Remodel, Brevard Public Schools, Mims, FL; Mechanical Engineer. Brevard Public Schools planned to create a new freestanding cafeteria building capable of increasing capacity from 450 student stations to 750 student stations. The new building is also to serve as an EHPA with a permanent generator, domestic water storage tank, and ICC-500 tornado windows. *14,000 SF, \$12.5M*

Pierson Elementary School, Volusia County School District, Pierson, FL; Mechanical Engineer. The new facility includes a main school building consisting of a one-story administration area, pool and a half-story Media Center and a two-story classroom wing. The future-ready, learning environment carries on the community and its culture as the "Perry Capital of the World" utilizing a bright, nature-inspired color and design palette. *91,000 SF, Cost \$15.5M*

YEARS EXPERIENCE

14 Years with BRPH
17 Years in Industry

EDUCATION

Master of Science, Mechanical Engineering, Florida State University

REGISTRATIONS

Professional Engineer, FL, VA, NC
LEED Accredited Professional
Quality Management
Military Engineer (Army Corps of Engineers) (SAE)





Will Lawton, PE, LEED AP | Senior Electrical Engineer

Current Job Assignments Incl.: Boeing 88-30 Dual Line | Gulfstream Service Center | Gulfstream Z2 | Confidential Medical Facility | Automotive Body Shop Facility Expansion

Will has 17 years experience managing and designing power, lighting and special systems for a variety of projects, including industrial, commercial, educational, healthcare and residential facilities, as well as optimizing system efficiency via maintenance, modifications and monitoring programs. He has performed fault current, breaker coordination, and arc flash studies and produced arc flash labels for electrical equipment. He also has designed interior power distribution and emergency power generation systems.

YEARS EXPERIENCE

17 Years with BRPH
20 Years in Industry

EDUCATION

University of South Florida, Electrical Engineering | Tampa, Florida, FL

REGISTRATIONS

Professional Engineer, ME, PE, License No. 18174, State of FL
LEED Accredited Professional

RELEVANT EXPERIENCE

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Electrical Engineer. This project is an extensive renovation and replacement project to include the original advancement of high performing building design elements in order that students have highly functional, safe and secure, and future forward educational environment in which to thrive. **278,000 SF, \$78M (est)**

East Forsyth High School, Forsyth County Schools, Cumming, GA; Electrical Engineer. BRPH has worked with Forsyth County Schools for more than 15 years, assisting the District with planning and designing all of their high schools. East High School is a 350,000 SF two-story building including an 850-seat cafeteria and 2,000-seat gymnasium, media center and athletic facilities. Stella has been involved in overseeing construction of this unique important educational facility. **145,000 SF, \$95M**

Stilwell Performing Arts Magnet High School, Clayton County Public Schools, Jonesboro, GA; Electrical Engineer. This new facility offers a rigorous and diverse curriculum in both visual and performing arts which includes piano, orchestra, general dance, drama, 2D and 3D art as well as traditional classes required by the Georgia Department of Education standards. **122,700 SF, \$20M**

Gulfstream Y2, Gulfstream Aerospace Corporation, Savannah, GA; Electrical Engineer. As part of a design/build team, BRPH provided architectural and engineering services for a new, 107,000-SF expansion to the existing Initial Manufacturing Aviation Facility. The facility includes over 100,000 SF of manufacturing floor space and support infrastructure. **1,000,000 SF, total project, \$180M**



Tim Moore, LEED AP | Electrical Designer

Current Job Assignments Incl.: Mims ES New Cafeteria | Atlantic HS Generator Replacement | Klaus Lab and Office Renovations | Alden Sultes Resort Renovations

Tim's multi-disciplinary background and experience as an electrical contractor have provided him with a unique ability to ensure completely coordinated MEP designs. He has designed electrical power distribution, life safety, and lighting systems for educational facilities, retail shopping centers, medical office buildings, and more.

RELEVANT EXPERIENCE

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Electrical Designer. This project is an extensive renovation and replacement project to include the original advancement of high performing building design elements in order that students have highly functional, safe and secure, and future forward educational environment in which to thrive. **278,000 SF, \$78M (est)**

Denmark High School, Forsyth County Schools, Alpharetta, GA; Electrical Designer. This third-generation prototype has been implemented numerous times by utilizing a kit of interchangeable parts organized around a central frame which allows the prototype to be customized to adapt to site configuration, student station layout, or specialty program focuses as required. **278,000 SF, \$75M**

East Forsyth High School, Forsyth County Schools, Cumming, GA; Electrical Designer. BRPH has worked with Forsyth County Schools for more than 15 years, assisting the District with planning and designing all of their high schools. East High School is a 350,000 SF two-story building including an 850-seat cafeteria and 2,000-seat gymnasium, media center and athletic facilities. Stella has been involved in overseeing construction of this unique important educational facility. **390,000 SF, \$95M**

Gulfstream Y2, Gulfstream Aerospace Corporation, Savannah, GA; Electrical Designer. As part of a design/build team, BRPH provided architectural and engineering services for a new, 107,000-SF expansion to the existing Initial Manufacturing Aviation Facility. The facility includes over 100,000 SF of manufacturing floor space and support infrastructure. **1,000,000 SF, total project, \$180M**

YEARS EXPERIENCE

20 Years with BRPH
25 Years in Industry

EDUCATION

Florida Technological University, Engineering Technology, Quality Improvement, State University of New York, Mechanical Engineering, State University of New York, Mechanical Engineering

REGISTRATIONS

Professional Electrical Contractor, License No. 18174, State of FL
LEED Accredited Professional





Jay Dougherty | Cost Estimator

Current Job Assignments incl.: Gateway HS | Mims ES New Cafeteria | Huntsville City School | APS Transportation Facility | Viera MS | Lockheed Martin Hawkeye | Amazon Kulper

Jay is a senior-level construction management professional with 33 years of experience in construction estimating, operations, project management, scheduling and planning for commercial contractors, consultants, and world-class themed entertainment companies. He is recognized for expertise in cost controls, budget planning, proposal development, change-order management, quality assurance, personnel training and development with strong academic background.

YEARS EXPERIENCE

27 years with BRPH
22 years in the industry

EDUCATION

Master of Science, Public and Construction Management, Purdue University
Bachelor of Science, Building Construction Management, Eastern Kentucky University

REGISTRATIONS

OSHA 10 and 30-Hour Safety Certifications

RELEVANT EXPERIENCE

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Cost Estimator. This project is an extensive renovation and replacement project to include the structural advancement of high performance building design elements to ensure that students have highly functional, safe and secure and future-forward educational environment in which to thrive. **228,000 SF, \$28M total.**

Northwest Transportation Center, Atlanta Public Schools, Atlanta, GA; Cost Estimator. This is a Transportation and maintenance facility including three service center bays, four fueling stations and operations building, security, landscaping, lighting and overall site design are additional components to be included in the 204-acre Stelias facility as Senior Architect's Assistant Project Manager during all phases of design and construction. **0,500 SF operations building; 6,000 SF four-bay service center; four fueling stations and a fuel storage system. \$8M**

Mims Elementary School Cafeteria Remodel, Brevard Public Schools, Mims, FL; Cost Estimator. Brevard Public Schools planned to create a new two-story standing canteen building capable of increasing capacity from 450 student stations to 750 student stations. The new building is also to serve as an EHPA with a permanent generator, domestic water storage tank, and 100-500 storm windows. **14,000 SF, Cost TBD.**



Juan Hernandez, PSP | Senior Planner/Scheduler

Current Job Assignments: BNI-VSFB Launch Facility | NGC Kitting and Distribution | CCS | L3Harris Processing Facility | Amazon Kulper | L3Harris, B12 Pod 6 Cleanroom

Juan will be in charge of scheduling for our team. He is experienced in project controls, schedule management, and document controls for new and replacement/renovation projects with budgets up to \$100 million. He bases schedules on estimated cost, resources and deliverable requirements. He updates schedules emphasizing progress and earned value reporting to comply with project specs and progress.

RELEVANT EXPERIENCE

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Scheduler. This project is an extensive renovation and replacement project to include the structural advancement of high performance building design elements to ensure that students have highly functional, safe and secure and future-forward educational environment in which to thrive. **228,000 SF, \$28M total.**

Washington Elementary School Modernization, School Board of Palm Beach County, Riviera Beach, FL; Scheduler. As their existing 1997 facilities were antiquated and in desperate need of repair and upgrade, the school district called upon BRPH to guide their very complex facility renewal project. In order to meet the restrictions imposed by the State's costs per student station in a relatively small school (500 student stations), BRPH understood the need to creatively develop design options which cohesively blended new construction with extensively renovated existing buildings. **91,000 SF, \$18M**

Lake Howell High School Renovation & Addition, Seminole County Public Schools, Winter Park, FL; Scheduler. The scope of this project includes the demolition of three existing buildings to be replaced with a new two-story math and science classroom building, the addition of a new gymnasium and support spaces, and a new, state-of-the-art auditorium to support the Performing Arts programs. **120,000 SF, Cost TBD.**

YEARS EXPERIENCE

16 years with BRPH
27 years in the industry

EDUCATION

Bachelor of Science, Construction Management, Oregon International University

REGISTRATIONS/

CERTIFICATIONS

Planning and Scheduling (PSP), Primavera P6 (P6), WACC (P6) - Industrial



Structural Principal-In-Charge - Uzun+Case, LLC

2007-2011 | 15 Addition | Creekside MS Addition | 222 Mitchell Renovation | GST Library Study

Years with Firm | Industry
19 | A/E

Education
Bachelor of Science, Civil
Engineering, Duke University

Doctor of Science,
Mechanical Engineering
& Material Science, Duke
University

Registrations/Certifications:
Professional Engineer
GA, CA, NJ, NY, OR, FL, NH

Structural Engineer, AZ, CA,
GA, IL, NY, OR, UT & WA



John has more than 40 years of experience in the structural design of commercial, institutional, and industrial structures. He is an earthquake engineering expert, having designed high-rise buildings in seismically active regions of the US West Coast and the Caribbean. John is active on national code committees regarding special inspections, wind engineering and storm shelter design.

RELEVANT EXPERIENCE

- Ardix Mountain High School, DeKalb County School District, Lithonia, GA, 240,000SF, \$32M
- Chamblee High School Addition, DeKalb County School District, Chamblee, GA, 287,000SF, \$58M
- Druid Hills High School Expansion, DeKalb County School District, Atlanta, GA, 31,000SF, \$15.5M
- Maynard Jackson High School Renovation & Addition, Atlanta Public Schools, Atlanta, GA, 280,000SF, \$15M
- Benjamin E. Mays High School Renovation, Atlanta Public Schools, Atlanta, GA, 360,000SF, \$32M
- Coleman & Benteen Elementary School, Atlanta Public Schools, Atlanta, GA, 49,407 SF (Oglethorpe), 68,440 SF (Benteen), \$3.2M (Oglethorpe), \$7M (Benteen)
- Drew Charter Academy, Atlanta Public Schools, Atlanta, GA, 205,000SF, \$13M

• Project with BRPH

Principal | Civil Engineer - Breedlove Land Planning

2007-2011 | 15 Addition | Creekside MS Addition | 222 Mitchell Renovation | GST Library Study

Years with Firm | Industry
22 | A/E

Education
Bachelor of Science in
Agricultural Engineering,
University of Georgia

Registrations/Certifications:
Professional Engineer - State of
Georgia

GWPC-LEED F-1 Certified
LEED Accredited Professional



Matt is an Owner and Principal of Breedlove Land Planning. His engineering background has accommodated a focused interest in site drainage, water quality, and storm water detention design. Matt's diverse project experience has included preliminary site design, construction documents, hydrology studies, permitting, construction administration, and site inspections.

RELEVANT EXPERIENCE

- Elementary School Prototype Facilities, DeKalb County School District, Various Locations, 150,000 SF, \$25M
- Indian Creek Elementary School
- Fernbank Elementary School
- Peachcrest Elementary School
- Black Jubilee Elementary School
- Rockbridge Elementary School
- John R. Lewis Elementary School
- Austin Elementary School
- Smokehouse Elementary School
- Chamblee High School Replacement, DeKalb County School District, Chamblee, GA, 287,000 SF, \$63M
- Walter High School Replacement Stage 2, Cobb County School District, Marietta, GA, 458,860 SF, \$92M
- Oglethorpe High School Replacement, Cobb County School District, Marietta, GA, 386,335 SF, \$82M



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LEED AP / WELL AP | Foodservice Consultant - Cini-Little

years with Firm | Industry
 (10) X
 Education
 Master and Bachelor of Science,
 Post-Graduate Certificate in Institutional
 Management, Purdue University
 Certifications/Associations
 Certified LEED AP (LEED) / US-
 Green Building Council
 Certified WELL AP (WELL)
 Building Market Green Building
 Certification Institute
 Professional: Terracotta Society
 International Professional Member
 Insurance Policy CPSTA
 Green Building Certification Institute
 U.S. Green Building Council

Kip is a proven leader in foodservice concept development and facility design. He offers his operational and strategic management background, combined with his design savvy and understanding of customer experience, to create effective and efficient design solutions. Accredited professionally in both LEED and WELL building standards, Kip is an expert in integrating sustainable elements into high performing building and human element designs.

RELEVANT EXPERIENCE

- ◆ Chamblee Charter High School, Chamblee, GA
- ◆ Multiple Schools, DeKalb County School District, SF and cost varies
- ◆ Tucker High School, DeKalb County School District, Tucker, GA
- ◆ Lambert High School, Forsyth County School District, Suwanee, GA
- ◆ Middle College @ McClarn High School, Fulton County School District, College Park, GA, 2,200 SF Foodservice Design Area, \$20.5M
- ◆ Lovett School, Atlanta, GA

cinilittle.

◆ Previous experience size and cost not available



5.1 Individual Review | 5.1.3 Workload

Available and Ready to Get to Work

BRPH has the capacity to support DeKalb County on the new Dresden Elementary School project. We commit that the key personnel presented in this submittal will execute the project and will be available to meet the desired schedule.

We are confident we have the resources and capacity to meet the needs of DeKalb County School District on this and any other project. The following chart outlines our current projected workload.

BRPH	BRPH Education Project/Client	Phase	Estimated Completion	Dollars Committed
	High School of Technology and Middle Elementary School <i>DeKalb County School District</i>	Construction Documents	2024	\$,712,000
	Northwest Bus Transportation Facility <i>Atlanta Public Schools</i>	Design Development	2023	\$420,240
	McLann HS Renovations <i>Fulton County Schools</i>	Construction Documents	2024	\$215,400
	Hindley MS Addition <i>Cobb County School District</i>	Schematic Design	2025	\$205,000
	Eastwood-Eds Addition <i>DeKalb County School District</i>	Construction Administration	2025	\$260,000
	Dorson ES <i>Atlanta Public Schools</i>	Construction Administration	2023	\$480,000
	Atlanta Prep HS <i>Atlanta Public Schools</i>	Construction Administration	2023	\$91,000
	Fayetteville ES Renovations <i>Fayette County Schools</i>	Construction Administration	2021	\$520,150
	Grandyville Addition <i>Union County Schools</i>	Construction Documents	2022	\$34,000

UZUN + CASE	Uzun + Case Education Project/Client	Phase	Estimated Completion	Dollars Committed
	Creedland HS Addition <i>Cherokee County School District</i>	Construction Documents	2023	\$82,500
	Creedland HS Addition <i>Cherokee County School District</i>	Construction Documents	2023	\$87,000
	222 Mitchell Renovations <i>Newport ES #1</i>	Construction Administration	2022	\$108,400
	GSU Library Study Space <i>Georgia State University</i>	Construction Documents	2023	\$27,000
	Georgia Tech HS Smith Bldg <i>Georgia Institute of Technology / Tech</i>	Programming & Concept	2024	\$100,000
	Monroe HS <i>Crayton County Public Schools</i>	Construction Administration	2022	\$491,400
	Padua High HS <i>Prichard School</i>	Construction Administration	2022	\$100,000
	Holy Innocents New Upper School Humanities Bldg <i>Holy Innocents</i>	Construction Documents	2022	\$100,000
	Westminster Schools Phases I, II & III <i>Westminster Schools</i>	Construction Administration	2022	28,000
	Kenningside ES <i>Atlanta Public Schools</i>	Construction Documents	2023	90,000



5.1 Individual Review | 5.1.3 Workload

PLANNING Breedlove Land Planning Project/Client	Phase	Estimated Completion	Dollars Committed
McLure Road ES, <i>LEH Architects</i>	Contract Administration	2023	\$96,750
Archer MS, <i>CGE Architects</i>	Construction Documents	2023	\$135,000
Lyons Park ES Addition & Renovations, <i>Lindsay Pope Brayfield</i>	Construction Documents	2024	\$82,600
Clark County MS, <i>Lindsay Pope Brayfield</i>	Construction Documents	2024	\$116,800
Proctor HS Addition & Renovations, <i>CFMM</i>	Contract Administration	2023	\$30,075
Lower Creek MS, <i>Lindsay Pope Brayfield</i>	Contract Administration	2023	\$122,345
W. Kennedy Elementary, <i>CGE Architects</i>	Contract Administration	2023	\$145,725
Hul. County Replacement ES #5, <i>Lindsay Pope Brayfield</i>	Construction Documents	2023	\$195,756
Conley HS - ES Replacement, <i>Colin Cooper Curtis Architects</i>	Construction Documents	2024	\$12,400
Madison Bridge ES Addition & Renovations, <i>Lindsay Pope Brayfield</i>	Schematic Design	2024	\$55,000
N. H. Swain HS Addition & Renovations, <i>CFMM</i>	Construction Documents	2023	\$42,039

cinilittle Cini-Little Project/Client	Phase	Estimated Completion	Dollars Committed
Linkway Data Hub, <i>University of California, Berkeley</i>	Construction Documents	2025	Confidential
Pepper Park New Student Housing, <i>University of California Berkeley</i>	Construction Documents	2024	Confidential
Stanford Corporate Campus Development, <i>Confidential Client</i>	Construction Documents	2024	Confidential
San Francisco Corporate Campus Development, <i>Confidential client</i>	Construction Documents	2025	Confidential
Madison College at McLean High School, <i>Tulsa County School District</i>	Construction Documents	2023	Confidential
New Granada Theater - Pittsburgh	Programming/SD	2025	Confidential
Atlanta Bank of McDonald House	DD/CD	TBD	Confidential
Project White Sox	DD/CD	TBD	Confidential
The Museum of Modern Art - University	Programming/SD	2026	Confidential



5.1 Individual Review | 5.1.4 Equitable Distribution

Valuing a Collaborative Approach in Providing Clients Effective Solutions

Currently, BRPH is overseeing the design work for the DeKalb High School of Technology and Midvale Elementary School renovation projects. These projects are currently finalizing Construction Documents, with construction anticipated to begin in 2023.

BRPH was also selected by DCSD for Continuing Architectural Services in 2019, which has been recently extended by the District. The only current project that remains open is the Druid Hills High School Master Planning effort. While the contract value is \$66,234, only \$20,000 has been billed at

this time. Currently, this project and the District's Comprehensive Master Planning effort have been placed on indefinite hold due to the COVID-19 pandemic.

Additionally, BRPH was awarded the Dunwoody High School project in 2017. Since then, we have completed a feasibility study and preliminary programming. Currently, the project has been placed on indefinite hold, and of the contracted value of \$865,500, only \$48,000 was billed.



BRPH

DEKALB COUNTY SCHOOL DISTRICT | 1111 Peachtree St., Suite 2000, Atlanta, GA 30309 | www.dcsd.net | 404.377.2000

Lasting Partnerships and Working Relationships

5.1.6.1 Strategy to provide a positive working relationship with DCSD

At BRPH, we strive to be a trusted advisor to our clients. In developing lasting relationships, we know that it starts with the service we provide you. Our priority is to ensure that the right staff are in place at all phases of the project. Our staff has proven success on several projects working in the past for DCSD.

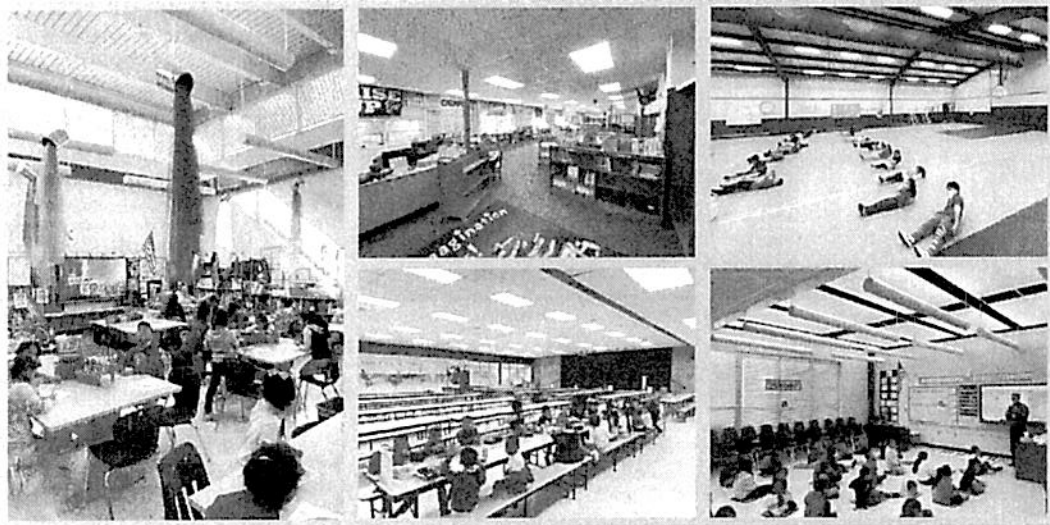
It all begins with you. By considering your project needs, we strive to provide you the attention to service required for Dresden Elementary School. Starting with the current Facility Assessment Reports, we'll work to identify project priorities with all necessary stakeholders and address the campus needs. We'll endeavor to make sure the budget is adhered to, and schedule is met. In the end, our culture of teamwork extends across the building disciplines to include our clients.

By providing you with innovative and cost-effective solutions, our goal is to not only be successful on the immediate project, but for all work that we're involved with together.

The following page includes letters from current clients with whom we have cultivated successful and long-lasting relationships.

From our ability provide an educational facility that meets your programmatic needs to working on complex phasing with unique site challenges, BRPH will bring agility, flexibility, and technical innovation to your project, with major considerations impacting costs and schedule. After our initial review and walk-through of the existing campus, we gained valuable perspective of the challenges and requirements for the proposed work. We are ready and excited about this opportunity to partner with DCSD and the Dresden community.

Existing Dresden ES



Individual Review - 01/15/2016

... BRPH is pleased to have the opportunity to review the performance of the individual being reviewed. The review process is a confidential process and the information provided is for the use of the review panel only.

**Mark S. Smith, Director of Facilities Services
Forsyth County Schools**



MARK S. SMITH
Director of Facilities Services
Forsyth County Schools
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
770.534.3000
msmith@fcs.k12.ga.us

REVIEWER'S COMMENTS

... BRPH is pleased to have the opportunity to review the performance of the individual being reviewed. The review process is a confidential process and the information provided is for the use of the review panel only.

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**Tim American, Director of Facilities Planning
Forsyth County Schools**



TIM AMERICAN
Director of Facilities Planning
Forsyth County Schools
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
770.534.3000
tim.american@fcs.k12.ga.us

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**John J. Smith, Director of Capital Programs
Forsyth County Schools**



JOHN J. SMITH
Director of Capital Programs
Forsyth County Schools
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
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john.smith@fcs.k12.ga.us

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John J. Smith

Director of Capital Programs
Forsyth County Schools

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 **BRPH**

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Building 1, Suite 1800
Atlanta, GA 30339

770-933-9242
770-933-9246

brph.com

EXHIBIT "F"

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.

BRPH

Company Name / Contractor Name

3/15/2023

Date

Bill H. Row

BY: Signature of Authorized Officer or Agent

3/15/2023

Date

SR. VICE PRESIDENT

Title of Authorized Officer or Agent of Contractor

BILL H. ROW

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28th DAY OF March, 2023

Rebecca A. Crook

Notary Public

My Commission Expires: 4 Feb 2027

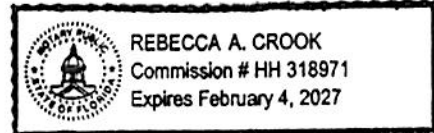


EXHIBIT "G"

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.

Bill H. Row
BY: Authorized Officer or Agent

3/15/2023
Date

BRPH
(Subcontractor Name)

Sr. Vice President
Title of Authorized Officer or Agent of Subcontractor

Bill H. Row
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28th DAY OF March, 2023

Rebecca A. Crook
Notary Public
My Commission Expires: 4 Feb 2027

