DeKalb County
School District

Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. D. Benjamin Estill, II Chief Operating Officer
Division of Operations

FROM: Mrs. Cheryl L. Watson-Harris, Superintendent
Office of the Superintendent

DATE: July 12, 2021

RE: E-SPLOST V Project: RFQu No. 21-752-032 Professional Architectural and Engineering Services for Dunwoody Elementary School Upper Campus, Dresden Elementary School, Kingsley Elementary School, and Hawthorne Elementary School Major Building System Replacement

At its business meeting on Monday, July 12, 2021, the DeKalb Board approved the award of RFQu 21-752-032 for Architectural & Engineering Services for the design of major building system replacements at Dunwoody Elementary School Upper Campus, Dresden Elementary School, Kingsley Elementary School, and Hawthorne Elementary School to SSOE|Stevens & Wilkinson the most responsive and responsible Offeror whose submittal is the most advantageous to the Board based on the evaluation factors, for the lump sum amount of $852,132.00.

Please take the appropriate action to affect this directive of the Board.

CWH:am

c: Ms. Carla Smith, Purchasing Manager, Purchasing Department, Division of Finance
Ms. Phyllis Jones, Buyer, Purchasing Department, Division of Finance

DeKalb County School District | Operations

July 15, 2021

Mr. Bill Polk, President
SSOE, Inc. dba SSOE | Stevens & Wilkinson
100 Peachtree Street, NW, Suite 2500
Atlanta, GA 30303
RE: Notice of Award – Standard form of Contract for Architectural Services
Dunwoody ES Upper Campus, Dresden ES, Kingsley ES, and Hawthorne ES Major Building System Replacement
RFQu 21-752-032; Project Nos. 353-35,362-35,363-35,364-35

Dear Mr. Polk:

This is to notify you that your bid for the above referenced project has been accepted. Accordingly, the Fixed Price Construction Contract is awarded to **SSOE, Inc. dba SSOE | Stevens & Wilkinson** contingent on the following:

1) Attached are three (3) original **Standard Form of Contracts for Architectural Services** for each school in the above referenced project between the DeKalb County Board of Education and **SSOE, Inc. dba SSOE | Stevens & Wilkinson** for your review and execution. All three (3) original contracts must be signed by an officer of the company and returned to this office within five (5) business days of receipt. Upon execution by the DeKalb County Board of Education, one original of the contracts will be returned for your use.

2) Presentation of satisfactory Certificate of Insurance in accordance with **Article 18, Article 19, and Exhibit C** of the contract.

3) A criminal background check must be performed on all **SSOE, Inc. dba SSOE | Stevens & Wilkinson** employees, project subcontractors and vendors performing work on the **Dunwoody ES Upper Campus, Dresden ES, Kingsley ES, and Hawthorne ES Major Building System Replacement** Project. Such background checks will be performed by DCSD Public Safety Department at the expense of the individual at a cost of $45.00 per individual.

4) Background checks should be coordinated with Ms. Angela Arlene -Myrick, Procurement Specialist. Mrs. Arlene-Myrick may be reached at 678-676-1554 or angela_arlene-myrick@dekalbschoolsga.org . **NO ONE ASSIGNED TO THIS PROJECT WILL BE ALLOWED ON THE SITE UNTIL THEY HAVE BEEN CLEARED BY THE DCSD PUBLIC SAFETY DEPARTMENT.**

5) ALL employees and all subcontracted employees that are background checked will be issued an identification badge by the DCSD Public Safety Department. This identification must be worn and visible at all times when on DCSD premises.

6) The Contract Price shall be a Lump Sum Construction Amount including reimbursables totaling **Eight Hundred Fifty-Two Thousand One Hundred Thirty-Two and 00/100 ($852,132.00)**.

7) Vendors are required to register through the Vendor Self Service Portal. The Vendor Self Service Portal is located at https://dekalb.munisselfservice.com/default.aspx.

8) You are reminded not to begin performance of the work until you receive the written Notice to Proceed. The DeKalb County Board of Education is not liable for costs incurred by **SSOE, Inc. dba SSOE | Stevens & Wilkinson** for work performed prior to the issuance of the Notice to Proceed.

9) Upon receipt of the executed contract by **SSOE, Inc. dba SSOE | Stevens & Wilkinson** and acceptable Certificate of Insurance and Additional Insured Endorsements as outlined above, a Pre-Construction Conference (Kick-off Meeting) will be scheduled by the Project Manager.

We look forward to working with you and the successful completion of this project. If you have any questions concerning this matter, please contact me at (678) 676-1483.

Sincerely,

DeKalb County School District

Richard H. Boyd

Richard Boyd
Director of Design and Construction

cc: Mr. D. Benjamin Estill, II, Chief Operating Officer
Mr. John Wright, Program Management Team Director
Mrs. Belinda Quillet, Procurement Manager
Mrs. Nikki Marshall, Accounting Department
Mrs. Darlene, Contract Compliance Specialist
File

ACKNOWLEDGEMENT

SSOE, Inc. dba SSOE | Stevens & Wilkinson hereby acknowledges receipt of three (3) original Standard Form of Contracts for Architectural Services for RFQu. #21-752-032, A/E Services for Briar Vista Elementary School Major Building System Replacement for review and execution.

Received by Signature

07.15.21
Date Received

WILLIAM POLK
Name (Typed or Printed)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2021

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	20508
INSURER B: Continental Casualty Company	20443
INSURER C: Transportation Insurance Company	20494
INSURER D: Lexington Insurance Company	19437
INSURER E:	
INSURER F:	

INSURED
SSOE, INC.
Stevens & Wilkinson, Inc.
100 Peachtree St. NW
Suite 2500
Atlanta, GA 30303

COVERAGES **CERTIFICATE NUMBER:** W21647130 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		6020543354	12/30/2020	12/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 15,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		6020543371	12/30/2020	12/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y		6020543404	12/30/2020	12/30/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 6020543340	12/30/2020	12/30/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Workers Compensation & Employers Liability - CA Work Comp: Per Statute			6020543399	12/30/2020	12/30/2021	EL Each Accident EL Disease-Each Empl. EL Disease-Policy Lmt		$1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

Dekalb County School District
1780 Montreal Road
Tucker, GA 30084

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

Andrea Dunn

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		SSOE, INC. Stevens & Wilkinson, Inc. 100 Peachtree St. NW Suite 2500 Atlanta, GA 30303
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds: S & W Management, Inc.; Stevens & Wilkinson; Stang & Newdow, Inc.; Stevens & Wilkinson of Georgia, Inc.; Stevens & Wilkinson of South Carolina, Inc.; Stevens & Wilkinson Interiors, Inc. dba Idea/Span; and Richard+ Wittschiebe Architects, Inc. dba Richard Wittschiebe Hand

Re: RFQu 21-752-032
Dunwoody ES Upper Campus
Dresden ES
Kingsley ES
Hawthorne ES

The Owner and DeKalb County School District are included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

INSURER AFFORDING COVERAGE: Lexington Insurance Company NAIC#: 19437
POLICY NUMBER: 026154167 EFF DATE: 12/30/2020 EXP DATE: 12/30/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Claim:	$5,000,000
	Aggregate:	$5,000,000

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SR ID: 21366043 BMTCU: 2160002 CPPM: M21647130

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

1002000546020543354524

VALLEY FORGE INSURANCE COMPANY
Insured Name: SSOE, INC.

Policy No: 6020543354
Endorsement No:
Effective Date: 12/30/2020

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US
NOTICE TO DESIGNATED PERSONS

This endorsement modifies insurance provided under the following:

THE COMMON POLICY CONDITIONS OF THE BUSINESS AUTO COVERAGE FORM

The following is added to Paragraph **A. CANCELLATION**:

A. 7. In the event we cancel your policy in accordance with your policy's terms and conditions, we will mail written notice of cancellation to the designated persons named below within the stated time frames.

a. 10 days before the effective date of cancellation if we cancel for non-payment of premium, or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

Designated Person(s):	Address:
1. "PER SCHEDULE ON FILE WITH COMPANY"	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

50020007160205433714090

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:
"PER SCHEDULE ON FILE WITH COMPANY"

STANDARD FORM OF CONTRACT

FOR ARCHITECTURAL SERVICES

(STATE CAPITAL OUTLAY PROJECTS)

BETWEEN THE

DEKALB COUNTY BOARD OF EDUCATION

AND THE ARCHITECT

Architect:	SSOE | Stevens & Wilkinson
Architect Address:	100 Peachtree Street, NW, Suite 2500 Atlanta, GA 30303
Project Name:	Hawthorne Elementary School Major Building System Replacement
Project Address:	2535 Caladium Drive, Atlanta, GA 30345
Project No.:	364-35
Solicitation No.:	RFQu No. 21-752-032
Cost Code:	SP5FACCON.36435.ARCHITECT

Table of Contents

ARTICLE 1 REPRESENTATIONS AND WARRANTIES 2
ARTICLE 2 PRELIMINARY CONSULTATION, EXAMINATION AND REPORT 3
ARTICLE 3 PRELIMINARY DESIGN AND PRICE ESTIMATES 3
ARTICLE 4 CONSTRUCTION DOCUMENTS 4
ARTICLE 5 FINAL PRICE ESTIMATE 7
ARTICLE 6 EXCEEDING AN ESTABLISHED STATED COST LIMITATION 7
ARTICLE 7 DUTIES, OBLIGATIONS AND RESPONSIBILITIES AFTER DESIGN 7
ARTICLE 8 INDEMNITY 12
ARTICLE 9 SCHEDULE 13
ARTICLE 10 PERSONNEL AND CONSULTANTS 13
ARTICLE 11 PAYMENTS 14
ARTICLE 12 PROJECT RECORDS 18
ARTICLE 13 DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER 18
ARTICLE 14 APPLICABLE LAW 19
ARTICLE 15 OWNERSHIP OF THE PRELIMINARY DESIGN AND THE CONSTRUCTION DOCUMENTS 19
ARTICLE 16 SUCCESSORS AND ASSIGNS 20
ARTICLE 17 NO THIRD PARTY BENEFICIARIES 20
ARTICLE 18 ERRORS AND OMISSIONS INSURANCE 20
ARTICLE 19 OTHER INSURANCE 21
ARTICLE 20 TERMINATION 21
ARTICLE 21 COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER 21
ARTICLE 22 PROHIBITION AGAINST CONTINGENT FEES 22
ARTICLE 23 ASBESTOS STATEMENT 22
ARTICLE 24 MANDATORY ADDENDUM TO THE OWNER/ARCHITECT CONTRACT 22
ARTICLE 25 ENTIRE AGREEMENT 22
ARTICLE 26 MISCELLANEOUS 23
EXHIBIT "A" LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT 26
EXHIBIT "B" MANDATORY ADDENDUM 27
EXHIBIT "C" OTHER INSURANCE 32
EXHIBIT "D" ASBESTOS EXCLUSION CERTIFICATION FORM 34
EXHIBIT "E" ARCHITECT'S PROPOSAL 35
EXHIBIT "F" CONTRACTOR AFFIDAVIT 92
EXHIBIT "G" SUBCONTRACTOR AFFIDAVIT 94
EXHIBIT "H" AFFIDAVIT OF EXEMPTION 96

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 **SSOE | Stevens & Wilkinson** (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 **Hawthorne Elementary School Major Building System 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 H: 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 H: 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 H: 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 Oracle's "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 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 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;

7.2.2 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;

7.2.3 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;

7.2.4 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;

7.2.4.1 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;

7.2.4.2 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;

7.2.4.3 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;

7.2.4.4 Excepting only the preparation of the Erosion, Sedimentation and Pollution Control Plan referred to in paragraph 4.1, the inspections referred to in paragraphs 7.2.4.1 and 7.2.4.2, and the performance of the duties, obligations and responsibilities of the "design professional" referred to in paragraph 7.2.4.3, 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;

7.2.5 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 7.2.4 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 7.2.4 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;

7.2.6 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;

7.2.7 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;

7.2.8 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;

7.2.9 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;

7.2.10 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

7.2.10.1 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.

7.2.10.2 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;

7.2.10.3 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;

7.2.10.4 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.

7.2.11 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.

7.2.12 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;

7.2.13 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;

7.2.14 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.

7.2.15 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;

7.2.16 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,

7.2.17 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 H: 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:

NAME	FUNCTION
Bill Polk	Principal in Charge (Point of Contact)
Ken Daenecke	Principal in Charge
Dee Leclair	Project Manager
Josef Fischer	Project Architect
Dan Ergle	ADE Construction Consultants

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: Jeremiah Phillips

Structural: Aaron Noyes

Mechanical: Mike Stevenson

Plumbing: Kevin Stockdale

Electrical: Katherine McKeever

Kitchen Consultant: _____

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 H: 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 Hundred One Thousand Dollars ($201,000.00),** allocated in the following manner:

A. **Preliminary Consultation/ Examination Report** — $ 7,000.00

B. **Schematic Design Phase** — $ 20,000.00

- Provide items identified in Appendix B

C. **Design Development Phase** — $ 30,000.00

- Provide items identified in Appendix B

D. **Construction Document Phase:**

30% complete CD phase **$ 26,100.00**

- 30% complete drawings
- Detailed project manual
- Detailed cost estimate

80% complete CD phase **$ 43,500.00**

- Construction documents per Appendix B
- Detailed project manual
- Detailed cost estimate
- Fire Marshall review
- Submittal to GA DOE

100% Complete CD Phase **$ 17,400.00**

- Construction documents per Appendix B
- Detailed project manual
- Submittal for permitting
- Fire Marshall review
- Submittal to GA DOE

E. **Sub-consultants** **$ Included in Fee**

F. **FF&E Services** **$ N/A**

G. **Reimbursable Expenses** **$ Included in Fee**

H. **Construction Administration Fee (Minimum of 15% of Fee Required)** **$ 57,000.00**

Total Lump Sum for Hawthorne Elementary School Major Building System Replacement **$ 201,000.00**

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:	$ 210 per hour
Director:	$ 155 per hour
Project Architect:	$ 110 per hour
Project Manager:	$ 110 per hour
Project Coordinator:	$ 100 per hour
Interior Designer:	$ 110 per hour
Project Captain:	$ 90 per hour
Technical Staff:	$ 110 per hour
Contract Administrator:	$ 85 per hour
Clerical:	$ 50 per hour
Estimator:	$ 85 per hour
Scheduler:	$ 90 per hour
Designer:	$ 85 per hour
CADD:	$ 65 per hour
Civil Engineer	$ 110 per hour
Junior Civil Engineer	$ 75 per hour
Structural Engineer	$ 115 per hour
Junior Structural Engineer	$ 90 per hour
Mechanical Engineer	$ 117 per hour
Junior Mechanical Engineer	$ 90 per hour
Electrical Engineer	$ 117 per hour
Junior Electrical Engineer	$ 90 per hour
Fire Protection Engineer	$ 115 per hour
Junior Fire Protection Engineer	$ 90 per hour
FF&E Coordinator	$ 80 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 sub consultants 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 sub consultant engineers and architects - $2,000,000 per claim and $3,000,000 in aggregate coverage; and
iii. For other professional sub consultants - $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 sub consultant engineers and architects -

$1,000,000 per claim and $2,000,000 in aggregate coverage; and
iii. For other professional sub consultants - $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 sub consultant engineers and architects - $1,000,000 per claim and $1,000,000 in aggregate coverage; and
iii. For other professional sub consultants - $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]

Mrs. Vickie B. Turner, Board Chairperson
[Printed Name, Title]

By: _____
[Signature]

Mrs. Cheryl Watson-Harris, Superintendent
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

_____
[Date of Execution]

ARCHITECT:

SSOE | Stevenson & Wilkinson
[Typed Name]

By: _____
[Signature]

KIRK MARCHESEN
[Printed Name, Title]

100 Peachtree Street, NW, Suite 2500

Atlanta, GA 30303
[Printed Address]

7/16/2021
[Date of Execution]

_____
D. Benjamin Estill II, Chief Operating Officer

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

Addendum No. 1 Dated April 16, 2021

Attachments:

A. DESUC, DES, KES, and HES Major Building System Replacement Mandatory Pre-Submittal Conference Meeting Minutes (3 Pages)

B. DESUC, DES, KES, and HES Major Building System Replacement Mandatory Pre-Submittal Conference Sign-In Sheet (5 Pages)

Addendum No. 2 Dated April 26, 2021

Attachments:

A. DESUC, DES, KES, and HES Major Building System 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, sub consultants 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 $ **3,350,000.00**, 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

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, sub consultants, 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 sub consultant engineers and architects - $2,000,000 per claim and $3,000,000 in aggregate coverage; and
       iii. For other professional sub consultants - $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 sub consultant engineers and architects - $1,000,000 per claim and $2,000,000 in aggregate coverage; and
iii. For other professional sub consultants - $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 sub consultant engineers and architects - $1,000,000 per claim and $1,000,000 in aggregate coverage; and
iii. For other professional sub consultants - $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 Hawthorne 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: _____

_____
Superintendent, Local Board of Education

Date: _____

ARCHITECT

_____
Firm: SOE | Stevens & Wilkinson

Date: 7/16/2021

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, sub consultants, 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 sub consultants 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 sub consultants 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 sub consultants 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 sub consultants and the Owner approves said retention, the Architect shall require all such subcontractors and sub consultants 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 sub consultants' 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

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Qualifications (RFQu) No. 21-752-032** for Project Nos. **353-35, 362-35, 363-35, and 364-35**; **Professional A/E Services for Dunwoody Elementary School Upper Campus, Dresden Elementary School, Kingsley Elementary School, and Hawthorne Elementary School Major Building System 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	☑
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	☑
Attachment B2	Partnership Certificate (1 page)		☐
Attachment B3	Entity Certificate (1 page)		☐
Attachment C1	Design Fee Form – Dunwoody ES Upper Campus (5 pages)	YES	☑
Attachment C2	Design Fee Form – Dresden Elementary School (5 pages)	YES	☑
Attachment C3	Design Fee Form – Kingsley Elementary School (5 pages)	YES	☑
Attachment C4	Design Fee Form – Hawthorne Elementary School (5 pages)	YES	☑
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	☑
Attachment E	Conflict of Interest Disclosure Affidavit (2 pages)	YES	☑
Attachment F	Consent to Release Information (1 page)	YES	☑
Attachment J	Immigration and Security Certification (2 pages)	YES	☑
Attachment L	No Submittal Response Form (1 page)	N/A	

Other Requirements:	Include with Proposal	Check Box to Confirm
Copy of Business License and Certificates	YES	☑
Certificate of Insurance	YES	☑

Indicate **Addenda(s) Nos.** Addendums 1 & 2, and RFC 1 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.

Name of Architect/Engineer: SSOE, Inc., dba SSOE | Stevens & Wilkinson

Signature: [signature] Printed Name: William L. Polk

Title: Principal Date: 4/27/2021

Sworn to and subscribed before me this 27 day of April, 2021.

Notary Public: [signature] My commission expires: 4/30/2022

(SEAL)

ERIC D KEENS
NOTARY PUBLIC
FULTON CO., GEORGIA
MY COMMISSION EXPIRES
APRIL 30 2022

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

ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF Georgia
COUNTY OF Fulton

I, Ronald V. Stang, Principal, certify that I am the ~~Secretary~~ of the corporation named as offeror in the foregoing proposal; that William L. Polk who signed said proposal on behalf of the offeror was then 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.

[signature]

Ronald V. Stang
[typed name]

Subscribed and sworn to before me this 27 day of April, 2021.

(SEAL)

ERIC D KEENS
NOTARY PUBLIC
FULTON CO., GEORGIA
MY COMMISSION EXPIRES
APRIL 30 2022

Notary Public

My Commission Expires:
4/30/2022

ATTACHMENT B2: PARTNERSHIP CERTIFICATE

N/A for this submittal

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20_____, personally appeared_____ _____, who executed the above proposal, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing proposal on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

_____
[Affiant's Signature]

_____ Partner

_____ Partner

_____ Partner

_____ Partner

Subscribed and sworn to
before me this ___ day of
_____, 2___.

(seal)

_____
Notary Public

My Commission Expires:
___/___/___

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.

ATTACHMENT B3: ENTITY CERTIFICATE

N/A for this submittal

STATE OF _____

COUNTY OF _____

I, _____, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that _____ who signed said proposal in behalf of the offeror was then _____ of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a _____ organized under the laws of the State of _____.

_____
[signature]

_____
[typed name]

Subscribed and sworn to
before me this ___ day of
_____, 2____.

(SEAL)

_____
Notary Public

My Commission Expires:
___/___/___

DeKalb County
School District

ATTACHMENT C4: DESIGN FEE PROPOSAL FORM

Project Name: **A/E Services for Hawthorne Elementary School**

RFQu No.: **21-752-032**
Project No.: **364-35**
RFQu Due Date: **April 29, 2021**

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

Board of Education:

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

SSOE, Inc., dba SSOE | Stevens & Wilkinson
[legal name of Architect/Engineer Firm]

100 Peachtree Street, NW, Suite 2500

Atlanta, Georgia 30303
[address of Architect/Engineer Firm]

404.521.6208
[telephone number of Architect/Engineer Firm]

bpolk@ssoe.com
[email address of Architect/Engineer Firm]

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/Engineer Firm; (Appendix I and the Owner's standard forms and other documents included in the Request for Qualifications and any Addenda thereto for **DCSD Project Nos. 364-35 A/E Services for Hawthorne Elementary School Major Building System 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/Engineer Firm will receive for this project scope will be **$201,000.00**. 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. 364-35:**

A. **Preliminary Consultation/Examination Report** — $ 7,000

B. **Schematic Design Phase** — $ 20,000
- 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** — $ 30,000
- 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 — $ 26,100
- 30% complete drawings
- Detailed project manual
- Detailed cost estimate

80% Complete CD Phase — $ 43,500
- Construction documents per Appendix B
- Detailed project manual
- Detailed cost estimate
- Fire Marshal review
- Submittal to GaDOE

100% Complete CD Phase — $ 17,400
- Construction documents per Appendix B
- Detailed project manual
- Submittal for permitting
- Fire Marshal review
- Submittal to GaDOE

E. **Sub-Consultants** — $ Included in Fee

F. **FF&E Services** — $ N/A

G. **Reimbursable Expenses** — $ Included in Fee

H. **Construction Administration Fee (Minimum of 15% of Fee Required)** — $ 57,000

TOTAL LUMP SUM — $ 201,000.00

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

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

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

Addendum 1, 4/16/2021; Addendum 2, 4/26/2021; RFC 1

f. The Architect/Engineer Firm understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.

g. The Architect/Engineer Firm 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/Engineer Firm 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/Engineer Firm 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/Engineer Firm.

i. The undersigned Architect/Engineer Firm 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/Engineer Firm represents and warrants that:

(1) Architect/Engineer Firm has read and understands the Proposal Documents and the Proposal is made in accordance therewith;

(2) Architect/Engineer Firm 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/Engineer Firm 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/Engineer's personal observations and any other facts or conditions that are known to or reasonably knowable by the Architect/Engineer Firm 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/Engineer Firm 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/Engineer Firm or with any competitor. The Architect/Engineer Firm 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/Engineer Firm agrees to abide by all conditions of the Request for Qualifications.

Respectfully submitted,

SSOE, Inc., dba SSOE | Stevens & Wilkinson
[typed name of Architect/Engineer Firm]

By: _____ [seal]
[signature]

William L. Polk, Principal
[typed name and title]

100 Peachtree Street, NW, Suite 2500, Atlanta, Georgia 30303
[address of Architect/Engineer Firm]

(404) 521.6208
[business telephone number]

4/27/2021

N/A for this submittal

[date of execution]

[If the Architect/Engineer Firm is a joint venture, utilize the following page of this proposal form for signatures.]

(For Joint Venture Proposals)

By submission of this Proposal, the Architect/Engineer Firm 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/Engineer Firm or with any competitor. The Architect/Engineer Firm 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/Engineer Firm agrees to abide by all conditions of the Request for Qualifications.

Respectfully submitted _____,
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____[seal]
[signature]

_____
[typed name and title]

_____
[address of Joint Venture partner]

(____)_____
[business telephone number]

_____
[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____[seal]
[signature]

_____
[typed name and title]

_____
[address of Joint Venture partner]

(____)_____
[business telephone number]

_____
[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 Fulton

COMES NOW, SSOE, Inc., dba SSOE | Stevens & Wilkinson ("Offeror"),
[Name of Offeror]

appearing by and through William L. Polk, its 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)]

_____

_____

_____

_____

_____

_____

(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 Dunwoody Elementary School Upper Campus, Dresden Elementary School, Kingsley Elementary School, and Hawthorne Elementary School Major Building System 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.

This 27th day of April, 2021

SSOE, Inc., dba SSOE | Stevens & Wilkinson
[insert name of Offeror]

and

William L. Polk
[insert name of Individual And Representative Affiant]

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

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 27 day of April, 2021.

Notary Public: _____ My commission expires: 4/30/2022

(SEAL)

ERIC D KEENS NOTARY PUBLIC FULTON CO., GEORGIA MY COMMISSION EXPIRES APRIL 30 2022

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), William L. Polk am the (*Title*) Principal and I am the duly authorized representative of the firm of (*Firm Name*) SSOE, Inc., dba SSOE | Stevens & Wilkinson (the "Firm") for purposes of this Affidavit, whose address is (*Firm Address*) 100 Peachtree Street, NW, Suite 2500 Atlanta, Georgia 30303, 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:

Firm Representative	Owner Representative	Relation

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

   EXCEPTIONS *(fully disclose and completely explain)*

[Continued on Next Page]

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

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

Signature: _____

Printed Name: William L. Polk

Firm Name: SSOE, Inc., dba SSOE | Stevens & Wilkinson

Date: 4/27/2021

Sworn to and described before me this 27 day of April, 2021

Personally known: _____

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Georgia

My Commission Expires 4/30/2022

Affix Notary Seal Here:



ATTACHMENT F: CONSENT TO RELEASE INFORMATION

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

This 27 day of April, 2021.

SSOE, Inc., dba SSOE | Stevens & Wilkinson
[Printed name of person or entity consenting to release of information]

By: _____

Printed name: William L. Polk

Printed Title: Principal

ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

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

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

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

(a) WLP ***(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) WLP ***(Initial here)*** Offeror/Bidder will not employ or contract with any subcontrator 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) WLP ***(Initial here)*** Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any

sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5) WLP ***(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 — 4/27/2021 Date

221935 — EEV/Basic Pilot Program User Identification Number

6/16/2009 — Date of Authorization

Firm Name: SSOE, Inc., dba SSOE | Stevens & Wilkinson

Street/Mailing Address: 100 Peachtree Street, NW, Suite 2500

City, State, Zip Code: Atlanta, Georgia 30303

Telephone Number: 404.521.6208

Email Address: bpolk@stevens-wilkinson.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27 DAY OF April, 20 21

Notary Public

My Commission Expires: 4/30/2022

ERIC D KEENS
MY COMMISSION EXPIRES
APRIL 30 2022
FULTON CO., GEORGIA
NOTARY PUBLIC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2021

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

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

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center
Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Valley Forge Insurance Company	20508
INSURER B:	Continental Casualty Company	20443
INSURER C:	Transportation Insurance Company	20494
INSURER D:	Lexington Insurance Company	19437
INSURER E:		
INSURER F:		

INSURED
SSOE, INC.
1001 Madison Avenue
Toledo, OH 43604

COVERAGES **CERTIFICATE NUMBER:** W14852107 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER			6020543354	12/30/2019	12/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6020543371	12/30/2019	12/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6020543404	12/30/2019	12/30/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6020543340	12/30/2019	12/30/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Workers Compensation (CA) and Employers' Liability - Per Statute			6020543399	12/30/2019	12/30/2020	E.L. Each accident E.L.Disease-pol limit E.L. Disease-ea. empl	$1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

Information 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

Andrew Dem

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SR ID: 18993878 BATCH: 1501364

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Illinois, Inc.		SSOE, INC. 1001 Madison Avenue Toledo, OH 43604
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Lexington Insurance Company NAIC#: 19437

POLICY NUMBER: 026154167 EFF DATE: 12/30/2019 EXP DATE: 12/30/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Claim:	$1,000,000
	Aggregate:	$1,000,000

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SR ID: 18993878 BATCH: 1501364 CERT: W14852107

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA006911
William L Polk, III

Stevens & Wilkinson GA, Inc
100 Peachtree Street NW, Suite 2500
Atlanta GA 30303

Registered Architect

EXP DATE - 06/30/2021 Status: Active
Issue Date: 09/22/1988

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

William L Polk, III
Stevens & Wilkinson GA, Inc
100 Peachtree Street, NW Suite 2500
Atlanta GA 30303

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
License No. RA006911
William L Polk, III

Stevens & Wilkinson GA, Inc
100 Peachtree Street NW, Suite 2500
Atlanta GA 30303

Registered Architect

EXP DATE - 06/30/2021 Status: Active
Issue Date: 09/22/1988

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and Land Surveyors
LICENSE NO. PE039087
Jeremiah Cason Phillips
171 Hays Pond Road
Mansfield GA 30055
Professional Engineer

EXP DATE - 12/31/2022 Status: Active
Issue Date: 07/31/2014

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

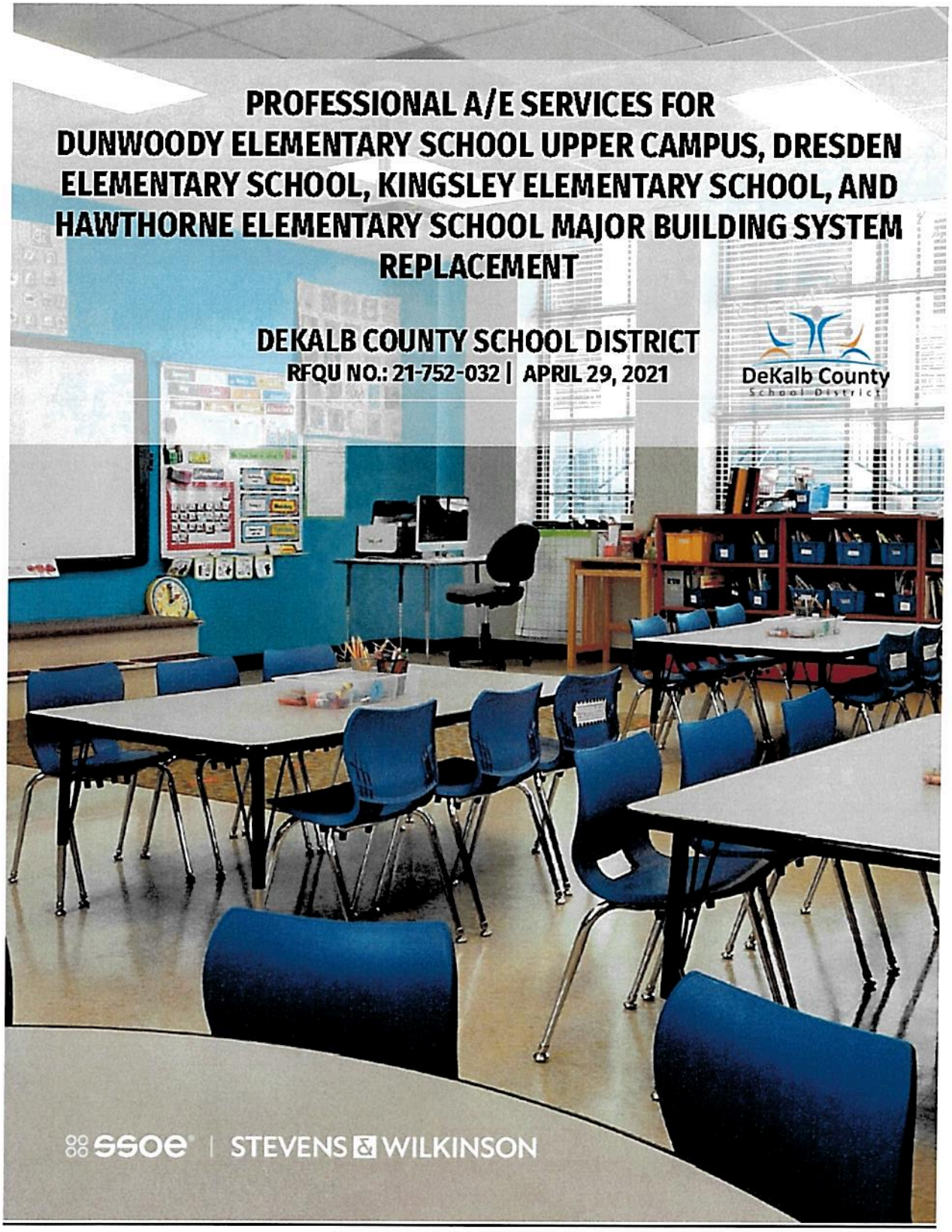
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Jeremiah Cason Phillips
171 Hays Pond Road
Mansfield GA 30055

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Registration for Professional Engineers and Land Surveyors
License No. PE039087
Jeremiah Cason Phillips
171 Hays Pond Road
Mansfield GA 30055
Professional Engineer
EXP DATE - 12/31/2022 Status: Active
Issue Date: 07/31/2014


PROFESSIONAL A/E SERVICES FOR
DUNWOODY ELEMENTARY SCHOOL UPPER CAMPUS, DRESDEN ELEMENTARY SCHOOL, KINGSLEY ELEMENTARY SCHOOL, AND HAWTHORNE ELEMENTARY SCHOOL MAJOR BUILDING SYSTEM REPLACEMENT
DEKALB COUNTY SCHOOL DISTRICT
RFQU NO.: 21-752-032 | APRIL 29, 2021
DeKalb County
School District
SSOE | STEVENS & WILKINSON

100 Peachtree Street NW, Suite 2500
Atlanta, GA 30303
T 404.522.8888 F 404.521.6204
www.stevens-wilkinson.com

April 29, 2021

DeKalb County Board of Education - Operations Division
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084-6705

Re: RFQu No. 21-752-032 - Professional A/E Services for Dunwoody Elementary School Upper Campus, Dresden Elementary School, Kingsley Elementary School, and Hawthorne Elementary School Major Building System Replacement

To the Attention of the DeKalb County Board of Education:

SSOE | Stevens & Wilkinson is pleased to present our Architectural and Engineering Services qualifications for Dunwoody - Upper Campus, Dresden, Kingsley, and Hawthorne Elementary Schools.

2021 has brought exciting changes to the Stevens & Wilkinson office! As of January 01, 2021, Stevens & Wilkinson (S&W) has joined forces with SSOE, Inc., an international project delivery firm for architecture, engineering, and construction management based in Toledo, Ohio. This merger enhances S&W's excellence in architecture, engineering, and interior design services by giving us a national platform to market our design expertise. The Atlanta office will lead an integrated business unit of SSOE, Inc., focused on building design and engineering. We will work under the name SSOE | Stevens & Wilkinson.

For our local K-12 clients, like the Dekalb County School District, you will still be working with the Atlanta office as before, with the same professional staff dedicated to 'Smart Design Solutions.' We have been developing forward-thinking strategies for our clients for over 100 years and will continue that design approach with the new name. Our strong design principles and personal service make us one of the most experienced and collaborative firms engaged in the design of K-12 facilities throughout the Southeast.

SSOE | Stevens & Wilkinson has a staff of design professionals who have completed numerous K-12 projects. You will be working with highly trained professionals who have experience working for DCSD and know and understand the specific design and programmatic requirements needed to complete the building systems replacement. The following key points are why SSOE | Stevens & Wilkinson is the best choice for this project:

- **Comprehensive A/E/I Services In-House** - We have the resources to provide complete architectural, engineering (mechanical, electrical, plumbing/fire protection, and structural) and interior design services. Having these disciplines located under one roof has proven to be a key differentiator in both process and communication, allowing us to more efficient in coordinating the final design.
- **Extensive K-12 Experience** - We have worked for numerous public school districts as well as private and charter schools throughout the Southeast, including the Dekalb County School District. Our broad range of knowledge and experience includes new facilities and school additions and renovations, minor renovations, and building system upgrades to enhance older school buildings. We strive to solve clients' planning, program and space needs while creating stimulating places to learn and work, and to find solutions that satisfy multiple needs in smart, efficient, effective, and surprising ways.



- **Complex Renovation Experience** – As part of our K-12 expertise, we have specific experience with renovating older school building systems similar to the projects in this RFQ. Our in-house engineering team is comprised of experienced engineers who understand the challenges of replacing old systems within an existing structure. The Architecture team will oversee the document packages to ensure a coordinated and complete set and will shepherd the documents through proper permitting and approval processes.

- **Dedication to Our Clients** - We embrace our client's specific approach to gather information each project requires. We respect each client's unique design process and funding mechanism and strive to provide successful projects completed on time and in budget. We encourage and facilitate the community's involvement, school representatives, and other key stakeholders to provide an informed design that ensures and reflects those groups' expectations.



For the reasons above, we are very enthusiastic about this project and look forward to the opportunity to work with the Dekalb County School District!

Kind regards,

Bill Polk, AIA, LEED AP-BD+C
Principal
SSOE | Stevens & Wilkinson
100 Peachtree Street NW, Suite 2500
Atlanta, GA 30303
D 404.521.6208 F 404.521.6204
bpolk@ssoe.com





Section 4.2 Table of Contents

RFQu No.: 21-752-032

Letter of Interest

Section 4: Statement of Qualifications 5

- *Georgia Business License*
- *Firm Legal Name*
- *Incorporation Certification (Secretary of State)*
- *A&E Licenses*
- *Years in Business & Firm Location*
- *Firm Owners, Officers/Principals*
- *Potential Conflicts of Interest*

Section 5.1.1: Related Experience 8

Section 5.1.2: Proposed Staff & Functions 14

- *Organizational Chart*
- *Brief Project Team Resumes*

Section 5.1.3: Workload 23

- *Firm Workload*
- *Sub-consultant(s) Workload*

Section 5.1.4: Equitable Distribution 24

- *Projects Awarded to Firm by DCSD*

Section 5.1.5: Financial Capabilities & Cost Control Measures* 25

- *Financial Statement - "Confidential Financial Statement and Required Forms"*
- *Insurance Capacity - Appendix I*
- *Litigation Within the Last Five Years*
- *Insurance Claims in the Last Two Years*

Section 5.1.6: Design Fee*

- *Design Fee - Attachment C*

Section 5.1.7: References 27

Confidential Financial Statement and Required Forms*

**included under separate cover*

SSOE | Stevens & Wilkinson provides a full range of design services including architecture, planning, engineering and interior design, all in-house. We offer integrated and well-coordinated design services that incorporate smart design solutions with technical precision and timely delivery.

4.3.1.1 LEGAL NAME OF ENTITY
SSOE, Inc dba SSOE | Stevens & Wilkinson

4.3.1.2 FORM OF OWNERSHIP
Ohio Corporation

OFFEROR
Corporation

4.3.2 LICENSE & REGISTRATION
See page 7

4.3.3.1 YEARS IN BUSINESS
102 Years

4.3.3.2 OFFICE LOCATION
100 Peachtree Street NW
Suite 2500
Atlanta, GA 30303
stevens-wilkinson.com
tel. (404) 522.8888
fax. (404) 521.6204

PRIMARY CONTACT
Bill Polk
Project Principal
tel. (404) 521.6202
fax (404) 521.6204
bpolk@ssoe.com

LEAD OFFICE MANAGEMENT
SSOE | Stevens & Wilkinson
Atlanta, Georgia

FIRM PROFILE

SSOE is a nationally ranked project delivery firm for architecture, engineering, and construction management. SSOE focuses on delivering great client service through a full range of services from offices across the U.S. and global locations in Mexico and India. Through a recent acquisition, SSOE | Stevens & Wilkinson (S&W) and sister interior design studio IDEA|SPAN have joined SSOE's national platform to enhance the firm's excellence in architecture, engineering, and interior design services.

SSOE | Stevens & Wilkinson is a 102-year-old architecture, engineering, and interior design firm headquartered in Atlanta, Georgia with an office in Columbia, South Carolina. S&W specializes in judicial and municipal, historical renovations, healthcare, and education design, among others. S&W's strong Southeast U.S. presence—coupled with SSOE's decades of experience delivering projects in the region to clients in the automotive, manufacturing, food and beverage, healthcare, and commercial industries—expands the local presence, market capabilities, and overall portfolio of both firms. Together, the firms have formed an integrated business unit with S&W leadership at the helm to utilize their architectural subject-matter expertise in the combined firms, allowing them to take on larger projects as well as those desiring a forward-thinking design aesthetic.

Combined resources include over 1,000 employees, 155 engineers, 64 registered architects, and 11 interior designers across more than 20 offices.







4.3.3.3 Firm Ownership

SSOE Group is a privately owned company with day-to-day involvement of its shareholders.

Board Members

Vince DiPofi, Jr., PE, President, Chief Executive Officer (CEO)
Catherine Myers, PE, Executive Vice President, Chief Operating Officer (COO), Chair of the Board
Michael Murphy, Executive Vice President, Chief Operating Officer (COO)
Nathan Czerniejewski, PE, PMP, Senior Vice President, General Manager - EPCM
Matt Oberts, PE, Senior Vice President, SBU Manager, Secretary
Jim Jaros, CPA, JD, Senior Vice President, CLO / CFO, Treasurer
Jim Lewis, Jr., Senior Vice President, SBU Manager, Vice Chair
Ron Stang, Jr., AIA, Senior Vice President, SBU Manager

Outside Directors

John Pemberton, Outside Director
Lori Gillett, Outside Director
Douglas Goare, Outside Director

Additional Corporate Officers

Robby Aull, AIA, Senior Vice Presidentnt,
Joe Badalamenti, PE, PMP Principal, Senior Account Executive
Doug Berner, PE, PMP, Senior Vice President, SBU Manager
Brian K. Branham, PE, Vice President
Greg Brogley, PE, Vice President, Division Manager
Kenneth G. Daenecke, PE, Vice President
William Todd Dolson, AIA, Principal
Jens Ebert, PE, PMP, Principal, Division Manager
Raul Estrada, PMP, Vice President, Division Manager - Tool Install
Kirk J. Marchisen, AIA, Vice President
Christopher O'Connor, PE, PMP, Senior Vice President
Mike Pollock, PE, Principal, Division Manager - EPCM
Clifford C. Reese, PE, Principal
Gregory Rossler, Vice President, Division Manager - Process
Bradley Rowe, CCWP, Vice President, Division Manager - Mexico Operations
Louise Schlatter, NCARB, LEED AP BD+C, Principal, Master Architect
Brett Susany, Senior Vice President, Program Management - Basebuild
Scott Thompson, Vice President - Technology
Daniel Vining, Senior Vice President
Clem Wood, Vice President, Emerging Markets - Business Development
Jeremy Woodgate, PE, SE, Senior Vice President, SBU Manager
Jennifer Wuertz, SPHR, GPHR, SHRM-SCP, Vice President, Director of Talent Management

4.3.4 Conflict of Interest

Our team does not have any existing or potential conflict of interest with regard to the selection.

Below please find a copy of our firm's business license and architectural and engineering licenses, which are also uploaded to the IONWAVE Online Portal.

Bill Polk Architectural License:



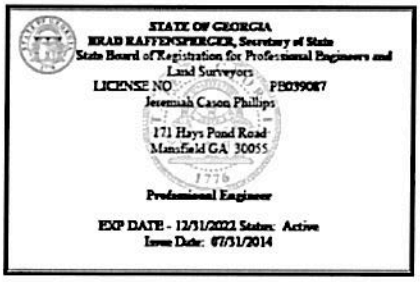
STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA006911
William L. Polk, III
Stevens & Wilkinson GA, Inc
100 Peachtree Street NW, Suite 2500
Atlanta GA 30303
Registered Architect
EXP DATE - 06/30/2021 Status: Active
Issue Date: 09/22/1988

Ken Daenecke Engineering License:



Relationship: Employment
Name: Daenecke, Kenneth G
License Type: Professional Engineer
Name #: PE025312
License Status: Active
Established: 7/15/2004
Association Date:
Type: Prerequisite User

Sub-consultant Engineering License:
Jeremiah Phillips License



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and Land Surveyors
LICENSE NO. PE039087
Jeremiah Cason Phillips
171 Hays Pond Road
Mansfield GA 30055
Professional Engineer
EXP DATE - 12/31/2022 Status: Active
Issue Date: 07/31/2014

Secretary of State Documentation:



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

CERTIFICATE OF AUTHORITY

I, Brad Raffensperger, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

SSOE, Inc.
a Foreign Profit Corporation

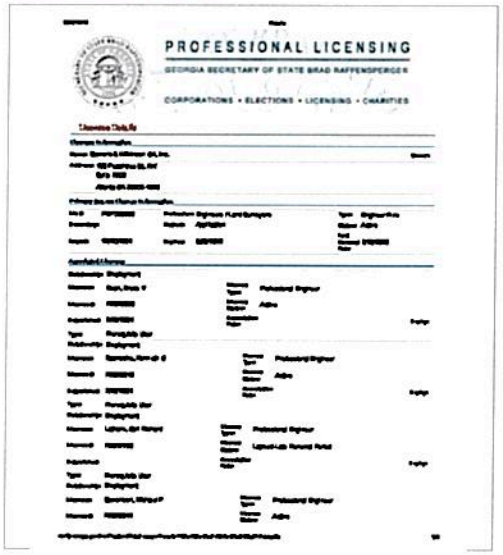
has been duly formed under the laws of Ohio and has filed an application meeting the requirements of Georgia law to transact business as a Foreign Profit Corporation in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above Foreign Profit Corporation is hereby granted, on 01/21/2021, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

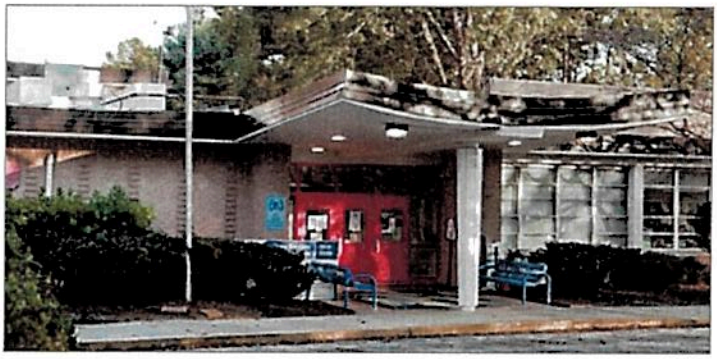
WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 01/29/2021.

Brad Raffensperger
Secretary of State

Firm Engineering License:



PROFESSIONAL LICENSING
GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER
CORPORATIONS • ELECTIONS • LICENSING • CHARITIES





SSOE | Stevens & Wilkinson was selected to provide design services to renovate and make improvements to the existing school with new mechanical systems, grease traps, generators, RPZ backflow preventer, ceiling and lighting replacements a new kitchen hood, and freezer/ cooler.

Dekalb County School District's goals were to replace the school's HVAC system and provide new code compliant grease traps and standard generator capacity for the facility.

The renovations and improvements were done in phases in order for the school to remain open for the school year. The phasing was done by shifting students into completed, unoccupied classrooms, before moving to the next phase. The number of phases and construction time was reduced by adding temporary portable classrooms.

RELEVANCE

- **DCSD project**
- **Similar project scope, including HVAC replacement**
- **Similar size and age of building**

FIRM'S RESPONSIBILITY
Architecture

OWNER REPRESENTATIVE
Dekalb County School District
Richard Boyd
Design & Construction Operations Division
T: 678.6761483
F: N/A
richard_boyd@dekalbschoolsga.org

PROJECT USER REPRESENTATIVE
Montgomery Elementary School
Principal Lori Bolds
3995 Ashford Dunwoody Road
Atlanta, GA 30319
678.676.7501

PROJECT COMPLETION
2014

SIZE
62,325 sf

COST
$19M

SERVICES
Architecture

STATUS OF PROJECT
Completed

KEY PROJECT STAFF
Principal: Bill Polk*

*denotes staff proposed for this project







The project consists of renovation of two schools, JE Edmonds Elementary and Morrow Elementary. The project was issued as one package that included both schools. The renovations included asbestos abatement, restrooms, minor interior renovation, new flooring, fire alarm systems, security access control, new PA systems, resurfacing of parking lots, site drainage modification, new playground surfaces and equipment, and grease trap replacement.

This renovations also included updates to aging HVAC systems that involved the replacement of the majority of the roof mounted equipment, and the packaged wall mounted units serving the classrooms. Packaged roof top units (RTU) with gas heat were replaced with new units, increasing energy efficiency and space temperature controls over the previous units. New RTUs increased energy efficiency by utilizing multistage cooling and heating, and by including air side economizers. The new units utilized the existing roof curbs and openings for a seamless and minimally invasive renovation. Roof mounted centrifugal exhaust fans were replaced to ensure proper exhaust ventilation is provided for the school. HVAC systems supporting the gym administration area were augmented with new split system air conditioning units with gas fired heating.

The construction period required phasing of the work. Both schools remained occupied for the phases of work done during the school year. The phasing required modular classroom installation to provide extra classroom space during construction.

RELEVANCE

- **Similar size and age of building**
- **Similar scope, including infrastructure, site improvements, and a stage lift**
- **Multiple facilities completed by a single contractor**

FIRM'S RESPONSIBILITY
Architecture
Engineering

OWNER REPRESENTATIVE
Clayton County Public Schools
Ronick Joseph
Director of Construction
T: 770.473.2825
F: N/A
ronick.joseph@clayton.k12.ga.us

PROJECT USER REPRESENTATIVE
Edmonds Elementary School:
Principal Maurice Roberts
4495 Simpson Road
Forest Park, GA 30297
678.827.7932

Morrow Elementary School:
Principal Tammy Burroughs
6115 Reynolds Road
Morrow, GA 30260
770.968.2900

PROJECT COMPLETION
2017

SIZE
58,191 sf (Edmonds ES)
61,950 sf (Morrow ES)

COST
$4,594,180 (Edmonds)
$3,855,820 (Morrow)

SERVICES
Mechanical Engineering
Electrical Engineering
Structural Engineering
Plumbing/Fire Protection
Architecture

STATUS OF PROJECT
Completed

KEY PROJECT STAFF
Principal: Kirk Marchisen
Project Manager: Bill Polk*
Principal, Engineering: Ken Daenecke*
Project Architect: Josef Fischer*
Lead Mechanical: Steve Faulk (retired)
Mechanical Engineer: Mike Stevenson*
Electrical Engineer: Ken Daenecke*
Structural Engineer: Larry Pittman

*denotes staff proposed for this project







SSOE | Stevens & Wilkinson provided engineering design services for Brown Elementary School and Skyview Elementary School. The scope of work included adding new sprinkler systems and replaced and updated the fire alarm systems in each school.

RELEVANCE

- **Associated Civil scope**
- **Similar size & age of building**

FIRM'S RESPONSIBILITY
Architecture
Engineering

OWNER REPRESENTATIVE
Cobb County School District
Henry Gomez
Director
SPLOST Dept.
T: 770.590.4583
F: N/A
henry.gomez@cobbk12.org

PROJECT USER REPRESENTATIVE
Skyview Elementary School (now HAVEN Academy at Skyview)
Principal Isaac Kelly
5805 Dunn Road
Mableton, GA 30126
770.819.2584

Brown Elementary (now King Springs at Brown)
Principal Cindy Szwec
1041 Reed Road
Smyrna GA 30082
678.842.6944

PROJECT COMPLETION
2016

SIZE
48,245 sf (Brown ES)
49,925 sf (Skyview ES)

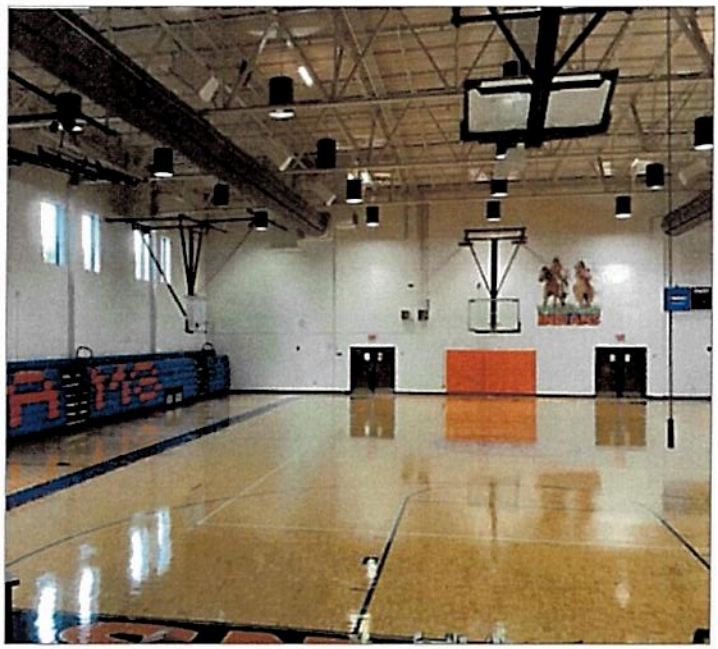
COST
$1,167,000 (total)

SERVICES
Architecture
Electrical Engineering
Plumbing/Fire Protection

STATUS OF PROJECT
Completed

KEY PROJECT STAFF
Principal: Bill Clark
Project Manager: Kirk Marchisen
PIC Engineering: Ken Daenecke*

*denotes staff proposed for this project



The renovations included restrooms (fixtures, finishes, accessories, ADA compliance), interior renovation (new administration area and 2 new classrooms), new doors and hardware, flooring replacement, new intercom, clock, and fire alarm systems, security and access control systems, new PA systems, minor site modifications, full roof replacement, and grease trap replacement.

Renovations also included upgrades to the HVAC systems to compliment the architectural changes. The gymnasium HVAC was updated to contain both heating and cooling which is provided by two 30-ton packaged roof top units (RTU) with gas heat. New RTUs increased energy efficiency by utilizing multistage cooling and heating, and by including air side economizers. The administration area was provided with a variable air volume/multizone packaged RTU to give more administrative offices individual temperature control. As part of the reconfiguration of the space, several spaces had to be provided with single zone split system heat pumps with direct outdoor air connections as they could not be integrated with other HVAC systems. Cooling only split systems were also provided for existing MDF and IDF spaces that previously did not contain any cooling.

The construction period required phasing of the work and included summer work when school was not in session. The school remained occupied for the phases of work done during the school year. The phasing required modular classroom installation to provide extra classroom space during construction.

RELEVANCE

- **Similar size and age of building**
- **Similar project scope, including infrastructure and site improvements**

FIRM'S RESPONSIBILITY
Architecture
Engineering

OWNER REPRESENTATIVE
Clayton County Public Schools
Ronick Joseph
Director of Construction
T: 770.473.2825
F: N/A
ronick.joseph@clayton.k12.ga.us

PROJECT USER REPRESENTATIVE
Principal Adrian Courtland
3187 Rex Road
Rex, GA 30273
770.968.2925

PROJECT COMPLETION
2019

SIZE
170,000 sf

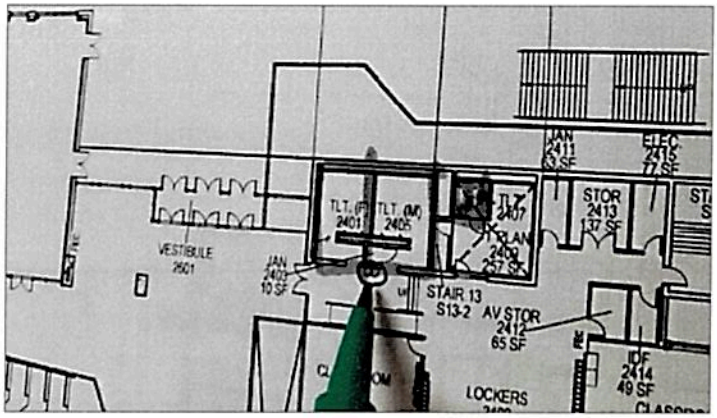
COST
$6.4 million

SERVICES
Mechanical Engineering
Electrical Engineering
Plumbing/Fire Protection
Structural Engineering
Architecture

STATUS OF PROJECT
Completed

KEY PROJECT STAFF
Principal: Bill Polk*
Project Manager: Josef Fischer*
Principal, Engineering: Ken Daenecke*
Lead Mechanical Engineer: Chris Kloes
Mechanical Designer: Ladi Lumpkin
Electrical Engineer: Katherine McKeever*
Structural Engineer: Bob New

*denotes staff proposed for this project







SSOE | Stevens & Wilkinson has teamed with Atlanta Public Schools for plumbing infrastructure improvements at 15 APS locations. The scope of work includes the replacement and/or renovation of plumbing fixtures, partitions, flooring, exhaust fans, lighting, and accessories as needed.

In addition to mechanical and plumbing engineering, we are providing architectural and interior design, electrical engineering, and cost estimating.

SSOE | Stevens & Wilkinson visited each site to verify the existing conditions and confirm the scope of work before beginning construction documents. Any code deficiencies or conditions not consistent with the scope of work were identified and brought to the attention of the Owner. Solutions were then developed and implemented to address the findings, ensuring the client was delivered a product that was functional, cost-effective, and aesthetically pleasing.

The most recently completed schools are Hope Hill Elementary School, Peyton Forest Elementary School, and Sutton Middle School.

RELEVANCE

- **Scope focused on infrastructure improvement**
- **Multiple projects completed by a single contractor**

FIRM'S RESPONSIBILITY
Architecture
Engineering

OWNER REPRESENTATIVE
Atlanta Public Schools
Marvin Brown, Project Manager
1631 LaFrance Street, NE
Atlanta, Georgia 30307
T: 404.8023721
F: N/A
mbrown@atlanta.k12.ga.us

PROJECT USER REPRESENTATIVE
Hope Hill Elementary School
Principal Maureen Wheeler
112 Boulevard NE
Atlanta, GA 30312
404.8027450

Peyton Forest Elementary School
Principal Cynthia Gunner
301 Peyton Road SW
Atlanta, GA 30311
404.8023500

Sutton Middle School
Principal Gail Johnson
2875 Northside Drive
Atlanta, GA 30305
404.8025600

PROJECT COMPLETION
Ongoing

SIZE
Varies

COST
$6,822,910

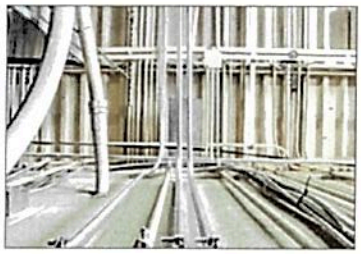
SERVICES
Mechanical Engineering
Electrical Engineering
Plumbing/Fire Protection
Architecture

STATUS OF PROJECT
In Process

KEY PROJECT STAFF
Principal: Bill Polk*
Engineer of Record: Ken Daenecke*
Lead Mechanical: Grant Cherrington
Mechanical Engineer: Chris Kloes
Electrical Engineer: Cody Pfister
Plumbing/FP Design: Kevin Stockdale*

*denotes staff proposed for this project







The scope of work included removing and replacing the existing cooling tower, existing loop pumps, existing single condenser water pump, existing plate & frame heat exchanger, existing boiler and the existing kitchen hood.

In addition, air conditioning was added to previously unconditioned dry goods storage area, modified and provided more effective air conditioning and treatment for the Gymnasium areas, cleaning of existing ductwork to remain, upgraded building automation controls, adding ductless split systems for the Network Rooms, providing an exhaust system for Art Room kilns, providing heat recovery dedicated ventilation systems for supplying improved outside air intake and indoor air quality and adding ionic generators to reduce outside air requirements.

Also, new auditorium seating, floor/ceiling/wall finishes, stage lighting, control booth upgrades, gym louvers replaced with windows and new basketball goals were renovated.

RELEVANCE

- **Similar HVAC and Electrical replacement scope**

FIRM'S RESPONSIBILITY
Architecture
Engineering

OWNER REPRESENTATIVE
Cobb County School District
Henry Gomez
Director
SPLOST Dept.
T: 770.590.4583
F: N/A
henry.gomez@cobbk12.org

PROJECT USER REPRESENTATIVE
Smitha Middle School
Principal Chris Salter
2025 Powder Springs Road
Marietta, GA 30064
678.594.8267

PROJECT COMPLETION
2015

SIZE
170,000 sf

COST
$3.6 million

SERVICES
Mechanical Engineering
Electrical Engineering
Plumbing/Fire Protection
Structural Engineering
Architecture

STATUS OF PROJECT
Completed

KEY PROJECT STAFF
Principal: Bill Clark
Project Manager: Kirk Marchisen
Principal, Engineering: Ken Daenecke*
Lead Mechanical: Steve Faulk (retired)
Mechanical Engineer: Mike Stevenson*
Electrical Engineer: Ken Daenecke*
Structural Engineering: Larry Pitman

*denotes staff proposed for this project

DeKalb County School District

SSOE

STEVENS & WILKINSON



Bill Polk
Principal-in-Charge
Point of Contact
bpolk@stevens-wilkinson.com
404.521.6208



Ken Daenecke
Principal-in-Charge, Engineering/Electrical Engineer
kdaenecke@stevens-wilkinson.com
404.521.6332



Dee Leclair
Project Manager



Josef Fischer
Project Architect



Mike Stevenson
Mechanical Engineer



Kevin Stockdale
Plumbing/Fire Protection Designer



Aaron Noyes
Structural Engineer



Katherine McKeever
Electrical Designer



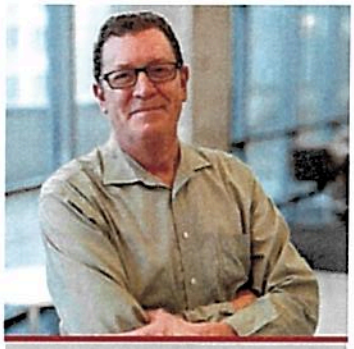
Jeremiah Phillips
Civil Engineering Consultant

Eberly & Associates



Dan Ergle
Cost Estimating Consultant

ADE Construction Consultants



EDUCATION
Mississippi State University
Bachelor of Architecture

REGISTRATIONS
Registered Architect: GA

LEED AP BD+C

MEMBERSHIPS
American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

Association for Learning Environments (A4LE)

Feminist Women's Health Center Past President, Board of Directors (FWHC)

Pasaquan Preservation Society, Board of Directors - Treasurer

Mississippi State University School of Architecture, Advisory Board

Mississippi State University College of Architecture & Design Alumni of the Year 2013

EXPERIENCE
36 years
Years With S&W: 25

BILL POLK, AIA, LEED AP BD+C
PROJECT ROLE: PROJECT PRINCIPAL, ARCHITECTURE

Responsibilities: Main Owner Contact, Responsible For Overall Team Management
Bill has over 36 years of architectural design experience, with a focus on K-12 education design for the past 27 years. He has experience in all phases of K-12 educational design including programming and planning, design and production, and contract administration. His project experience, in addition to new schools and major additions, includes renovations such as upgrades to restrooms, mechanical and electrical systems, and roof replacements. Bill's management skills enable him to work collaboratively with Owners, user groups, design staff, and design consultants to develop and deliver successful solutions. Bill is an NCARB-certified registered architect and a LEED accredited professional with a specialty in Building Design and Construction (AP BD+C).

RELEVANT EXPERIENCE

Morrow & Edmonds Elementary School Renovations
Clayton County Public Schools
90,000 GSF (combined)
$8.4M (combined)
Role: Project Principal

Morris Brandon Primary Center Addition & Renovation
Atlanta Public Schools
74,850 GSF
$7.9M
Role: Project Manager

Plumbing Infrastructure Renovation
Atlanta Public Schools
GSF Varies
$6.8M
Role: Principal

Jackson Primary Center Addition & Renovation
Atlanta Public Schools
17,281 GSF
$3M
Role: Project Manager

Dunwoody Elementary School
DeKalb County School District
108,000 GSF
$15.2M
Role: Project Principal

Montgomery Elementary School Renovations
DeKalb County School District
62,325 GSF
$1.9M
Role: Project Principal

Adamson Middle School Renovations
Clayton County Public Schools
170,000 GSF
$6.8M
Role: Electrical Engineer

Howard Middle School Renovation & Addition
Atlanta Public Schools
208,000 GSF
$46M
Role: Project Principal

Douglass High School Renovation & Addition
Atlanta Public Schools
290,000 GSF
$27M
Role: Project Manager

Redan High School Renovation
DeKalb County School District
400 GSF
$950,000
Role: Project Manager

Other Job Assignments: APS Parkside & Jackson Elementary School; and H-JAIA Maintenance Facility.



EDUCATION
Texas A&M University
B.S., Electrical Engineering

REGISTRATIONS
Registered Engineer: AL, AZ, CA, CO, FL, GA, ID, KS, MI, MS, MO, NC, OH, PA, SC, TN, TX, UT, VA

Registered Communications Distribution Designer - International (RCDD)

LEED AP

MEMBERSHIPS
National Fire Protection Association (NFPA)

Institute of Electrical and Electronics Engineers (IEEE)

U.S. Green Building Council (USGBC)

Building Industry Consulting Services International (BICSI)

National Council of Examiners for Engineering and Surveying #17260 (NCEES)

EXPERIENCE
36 years
Years With S&W: 26

KEN DAENECKE, PE, RCDD, LEED AP
PROJECT ROLE: PROJECT PRINCIPAL, ENGINEERING

Responsibilities: Secondary Owner Contact. Responsible For Overall Engineering Team Management.

Ken brings 36 years of electrical engineering experience to each project. As Director of Engineering, Ken will oversee this project at all three schools and ensure the design team has the full support, guidance and direction necessary to achieve project goals and objectives. His experience in renovations and facility improvements is comprised of a broad range of project types including K-12. He is an advocate for the firm's commitment to sustainable design promoting energy efficiency and utilization, water use reduction, reduction of project carbon footprints, and improvement of indoor air quality. Ken provides electrical engineering design services in the design of telecommunications systems, security systems including CCTV and access control, as well as fire alarm, power, grounding, lighting and lightning protection.

RELEVANT EXPERIENCE

Morrow & Edmonds Elementary School Renovations
Clayton County Public Schools
90,000 GSF (combined)
$8.4M (combined)
Role: Principal, Engineering / Electrical Engineer

Russell Elementary School Renovations
Cobb County School District
100,000 GSF
$715,000
Role: Principal, Engineering / Electrical Engineer

Harmony-Leland Elementary School Upgrades and Renovation
Cobb County School District
8,000 GSF
$470,000
Role: Principal, Engineering / Electrical Engineer

Adamson Middle School Renovations
Clayton County Public Schools
170,000 GSF
$6.8M
Role: Principal, Engineering / Electrical Engineer

HVAC Upgrades
Morgan County School System
GSF Varies
$740,000
Role: Principal, Engineering

Smitha Middle School Renovations
Cobb County School District
170,000 GSF
$3.6M
Role: Principal, Engineering / Electrical Engineer

Other Job Assignments: UGA Fire Protection; Atlanta Civic Center; GM Ramos; Chemence; Gleeds HQ; H-JAIA Maintenance Building; and 250 Williams Street



DEE LECLAIR, AIA, NCARB
PROJECT ROLE: PROJECT MANAGER/ARCHITECTURAL DESIGN

Responsibilities: Main project contact. Design team coordination.
Dee brings 28 years of experience to her projects and specializes in K-12, municipal, and higher education. As a Project Manager, she oversees projects from design inception through the completion of construction for renovations, additions, and new builds. Dee promotes an inclusive, collaborative process, working closely with all stakeholders to find the best solution possible for each project. Finding the right balance of budget, schedule, and program to achieve the highest quality project is what she strives for; especially when those solutions can address multiple issues and opportunities in simple moves. She also has extensive experience in architectural design, construction document production, specifications, design development drawings, presentation drawings, construction code reviews, permitting submittals, construction administration, site visits, and final punch lists.

EDUCATION
Georgia Institute of Technology
Bachelor of Architecture

REGISTRATIONS
Registered Architect: CO, DE, FL, GA, KS, MA, MI, MO, NJ, NY, NC, PA, SC, TN, TX, VA

Autodesk Certified Professional: Revit Architecture

National Council of Architectural Registration Boards (NCARB)

MEMBERSHIPS
American Institute of Architects (AIA) - Atlanta & Georgia
AIA James G. Fausett Service Award 2019

International Building Code Code Review Task Force (IBC)

International Property Maintenance Code Task Force

State Codes Advisory Committee (SCAC)
- Codes Task Force Review Committees
- International Building Code
- International Existing Building Code
- International Property Maintenance Code

EXPERIENCE
28 years
Years With S&W: 5

RELEVANT EXPERIENCE

Parklane Elementary School Renovations
Fulton County Schools
90,000 GSF
$676,776
Role: Architect

King Springs Elementary School Replacement and Demolition Package
Cobb County School District
162,000 GSF
$27M
Role: Architect

Mountain View Elementary School Replacement
Cobb County School District
144,000 GSF
$23M
Role: Architect

Middle School Replacement
Morgan County School System
12,500 GSF
$19M
Role: Architect

Harrison High School Additions and Renovations
Cobb County School District
125,000 GSF
$22.8M
Role: Project Architect

Multiple High School Media Center Renovations
Fulton County Schools
125,845 GSF (Total)
$4.9M
Role: Architect

Other Job Assignments: Pearson Middle School; and APS Parkside & Jackson Elementary School



MIKE STEVENSON, PE, LEED AP
PROJECT ROLE: MECHANICAL ENGINEER

Responsibilities: Lead Mechanical Engineer.

Mike brings extensive experience in heating ventilation and air conditioning experience. His design background includes educational facilities, office buildings, and healthcare facilities. He is thoroughly versed in all phases of mechanical project development, including engineering calculations, design, specification, field survey and inspection, shop drawing review and energy system analysis. He has completed numerous large-scale mechanical projects over the past several years.

EDUCATION
University of Hartford
Bachelor of Science, Mechanical Engineering

REGISTRATIONS
Professional Engineer:
AL, FL, GA, MO, PA, SC, TN, TX

LEED Accredited Professional

MEMBERSHIPS
American Society of Heating Refrigeration and Air-Conditioning Engineers (ASHRAE)

EXPERIENCE
34 years
Years With S&W: 26

RELEVANT EXPERIENCE

Morrow & Edmonds Elementary School Renovations
Clayton County Public Schools
90,000 GSF (combined)
$8.4M (combined)
Role: Mechanical Engineer

King Springs Elementary School Replacement and Demolition Package
Cobb County School District
162,000 GSF
$27M
Role: Architect

Smitha Middle School Renovations
Cobb County School District
170,000 GSF
$3.6M
Role: Mechanical Engineer

Harrison High School Additions and Renovations
Cobb County School District
125,000 GSF
$22.8M
Role: Mechanical Engineer

Multiple High School Media Center Renovations
Fulton County Schools
125,845 GSF (Total)
$4.9M
Role: Mechanical Engineer

HVAC Upgrades
Morgan County School System
GSF Varies
$740,000
Role: Mechanical Engineer

Howard Middle School Renovation & Addition
Atlanta Public Schools
208,000 GSF
$46M
Role: Mechanical Engineer

Garrett Middle School HVAC Replacement
Cobb County School District
117,000 GSF (Total)
$3M
Role: Mechanical Engineer

Other Job Assignments: Fulton County Schools Admin Systems Upgrades; H-JAIA Maintenance Building; Pearson Middle School; and GA DPS Headquarters



EDUCATION
Georgia Institute of Technology
Master of Architecture

REGISTRATIONS
Registered Architect: GA

EXPERIENCE
11 years
Years With S&W: 5

JOSEF FISCHER, AIA

PROJECT ROLE: PROJECT ARCHITECT & CONSTRUCTION ADMIN

Responsibilities: Design & architectural document production.

Josef has 11 years of experience specializing in renovations, facility evaluations, multi-year cost reserves, life cycle analyses, and additions to existing building types including K12. He provides a unique set of abilities in order to deliver well-conceived, constructible architecture with lasting value.

RELEVANT EXPERIENCE

Morrow & Edmonds Elementary School Renovations
Clayton County Public Schools
90,000 GSF (combined)
$8.4M (combined)
Role: Project Manager

Adamson Middle School Renovations
Clayton County Public Schools
170,000 GSF
$6.8M
Role: Project Manager

Group 1 Renovations (Roof)
Fulton County School System
Various GSF
$195,000 (combined)
Role: Project Architect

Harrison High School Additions
Cobb County School District
125,000 GSF
$22.8M
Role: Project Architect

Other Job Assignments: 172 Peachtree; GT Theta Xi Renovation; Georgia Southern CEaR; Sylvan Lofts; and Gordon Lofts



EDUCATION
North Carolina State University
Bachelor of Science
Electrical Engineering

EXPERIENCE
10 years
Years With S&W: 3

KATHERINE MCKEEVER

PROJECT ROLE: ELECTRICAL DESIGNER

Responsibilities: Design & electrical document production.

Katherine has been working as an electrical design professional for nearly 10 years. Katherine works diligently and timely to provide quality electrical, communication, security and safety systems designs for her clients. Her attention to detail, ability to communicate and coordinate make her a valued addition to any project, as well as her proficiency in Revit, AutoCAD, and AGI32.

RELEVANT EXPERIENCE

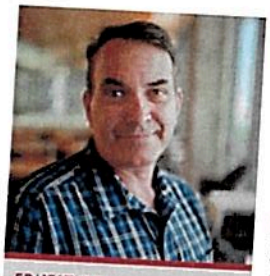
Adamson Middle School Renovations
Clayton County Public Schools
170,000 GSF
$6.8M
Role: Electrical Designer

Harrison High School Additions
Cobb County School District
125,000 GSF
$22.8M
Role: Electrical Designer

Howard Middle School Renovation & Addition
Atlanta Public Schools
208,000 GSF
$46M
Role: Electrical Designer

Crabapple Middle School
Fulton County School System
189,764 GSF
$43M
Role: Electrical Designer

Other Job Assignments: Atlanta Civic Center; Avondale Town Green; DNR Shooting Range; DNR Lake Burton Hatchery; H-JAIA Maintenance Building; and NDJC Business Court



KEVIN STOCKDALE, CPDT

PROJECT ROLE: PLUMBING & FIRE PROTECTION

Responsibilities: Plumbing design & document production.

Kevin has nearly 30 years of experience in designing plumbing and fire protection systems for K12. He is skilled in Revit, AutoCAD and MicroStation to deliver accurate and on-time design plans. Kevin is proficient at managing concurrent tasks and projects and skilled at coordinating with architects, interior designers, and structural, electrical, and mechanical engineers.

EDUCATION
East Detroit High School

REGISTRATIONS
Certified Plumbing Design Technician (CPDT)
American Society of Plumbing Engineers (ASPE)

EXPERIENCE
30 years
Years With S&W: 17

RELEVANT EXPERIENCE

Adamson Middle School Renovations
Clayton County Public Schools
170,000 GSF
$6.8M
Role: Plumbing/Fire Protection

Howard Middle School Renovation & Addition
Atlanta Public Schools
208,000 GSF
$46M
Role: Plumbing/Fire Protection

Plumbing Infrastructure Renovation
Atlanta Public Schools
GSF Varies
$6.8M
Role: Plumbing/Fire Protection

Garrett Middle School HVAC Replacement
Cobb County School District
117,000 GSF (Total)
$3M
Role: Plumbing/Fire Protection

Other Job Assignments: Fulton County Schools Admin Systems Upgrades; H-JAIA Maintenance Building; UGA Fire Protection; and GA DPS Headquarters



AARON NOYES, PE, SECB

PROJECT ROLE: STRUCTURAL ENGINEER

Responsibilities: Structural Engineering and document production.

Aaron is an experienced Structural Engineer, with 24 years experience on projects ranging from institutional to commercial and industrial. He works closely with the project team in developing structurally sound designs to meet the project's goals and design intent. Aaron utilizes the latest structural engineering design tools including BIM-Revit; Bentley Structural, as well as Ramsteel, Adapt, and RISA 3D.

EDUCATION
Georgia Institute of Technology
Master of Science, Civil Engineering

REGISTRATIONS
Professional Engineer: AL, CO, FL, GA, MO, SC, TN, TX
SECB #2318-0708

EXPERIENCE
24 years
Years With S&W: 14

RELEVANT EXPERIENCE

Mountain View Elementary School Replacement
Cobb County School District
144,000 GSF
$23M
Role: Structural Engineer

Middle School Replacement
Morgan County School System
12,500 GSF
$19M
Role: Structural Engineer

Smitha Middle School Renovations
Cobb County School District
170,000 GSF
$3.6M
Role: Structural Engineer

Putnam County High School
Putnam County School System
177,000 GSF (Total)
$30.7 M
Role: Structural Engineer

Other Job Assignments: 250 Williams; Pearson Middle School; GA DPS Headquarters



DAN ERGLE, CPE, CDT - ADE CONSTRUCTION CONSULTANTS
PROJECT ROLE: COST ESTIMATOR

Dan will lead the project team in all areas of analysis and will personally guide all pricing and reporting during the various estimate levels. His construction experience includes Engineering, Surveying, Project Management, and Estimating. Dan has extensive experience in Cost Estimating for K12 clients on renovation and new construction projects. Project costs have ranged from less than $100,000 to over $150,000,000.

EDUCATION
Southern Technical Institute
Associates in Engineering

REGISTRATIONS
Certified Professional Estimator
Certified Document Technician

EXPERIENCE
45 years
Years with ADE: 24

RELEVANT EXPERIENCE

Rock Chapel Elementary School Reno
DeKalb County School System
~73,744 GSF
$2M
Role: Cost Estimator

Miller Elementary School Renovation
DeKalb County School System
~67,165 GSF
$2.8M
Role: Cost Estimator

Jolley Elementary School Renovation
DeKalb County School System
~51,706 GSF
$2.3M
Role: Cost Estimator

Redan High School Renovation
DeKalb County School System
GSF unknown at this time
$31M
Role: Cost Estimator

Other Job Assignments: Parkside & Jackson ES; Atlanta Civic Center; MLK Birthplace Renovations; and additional mentioned on pg.24



JEREMIAH PHILLIPS, PE - EBERLY & ASSOCIATES
PROJECT ROLE: PRINCIPAL-IN-CHARGE, CIVIL ENGINEERING

Jeremiah is Eberly & Associates Principal of Charge of the firm's Education market sector. He has worked on Public and Private school campuses throughout North Georgia, developing an in-depth understanding of current education trends, design requirements, and the many school design standards. As Principal in charge he is responsible for technical content, scope and budget, staff administration and development and project management. He is responsible for complete on-time project delivery.

EDUCATION
Southern Polytechnic State University
Bachelor of Science
Civil Engineering

REGISTRATIONS
Professional Engineer: GA

EXPERIENCE
15 years
Years with Eberly: 14

RELEVANT EXPERIENCE

Courtyard Renovations
Woodward Academy
15,000 GSF
$3.2M
Role: Principal-in-Charge

Main Hall Renovation
Agnes Scott College
83,000 GSF
$23M
Role: Project Manager

Phase 1, 2, and 3 Renovations
Museum School of Avondale Estates
5,300 GSF
$3M
Role: Project Manager

Fine Arts Building Renovation
Abraham Baldwin Agricultural College
85,000 GSF
$15.5M
Role: Principal-in-Charge

Other Job Assignments: Stoneview ES; Clayton County Career Academy; Westminster Schools; Jonesboro HS; and additional mentioned on pg.24



PROJECTS SUB-CONSULTANTS HAVE WORKED ON WITH THE FIRM

ADE CONSTRUCTION CONSULTANTS

- Adamson Middle School Renovations
- Brandon Primary Addition
- APS Elevator Replacements
- APS Plumbing Infrastructure Phase 1 & 2
- Autrey Mill Middle School Addition
- Campcreek Middle School Renovations
- Crabapple Middle School Replacements
- FCS Media Center Renovations (14 Campuses)
- George Pierce Park Gym Addition
- Harrison High School Gym & Theatre Addition
- Holcomb Bridge Middle School Renovations
- Hopewell Middle School Addition
- Skyview Elementary School Sprinklers
- King Springs Elementary School Replacement
- Morrow & Edmonds Elementary School Renovations
- Mountain View Elementary School Replacement
- Parklane Elementary School Renovations
- Pearson Middle School
- Sandy Springs Middle School Addition
- SL Lewis Elementary School Renovations
- Taylor Road Middle School Addition

EBERLY & ASSOCIATES

- Albany State University Fine Arts Center
- APS Brandon Primary Addition
- Georgia Tech East Housing Renovation Plan
- Future Farmers of America Activity Center
- Future Farmers of America Dining Hall
- FVSU Family Development Center
- Georgia Tech Glenn & Towers Renovation
- Georgia State College of Law
- Howard Middle School Renovation & Addition
- Ray Charles Fine Arts Center

Firm and Sub-consultant Workload

SSOE | Stevens and Wilkinson has the capacity to devote the time and resources required to provide DeKalb County School District with outstanding professional design services. The following is the breakdown of our firm's current, active workload.

PROJECT NAME CLIENT	STATUS OF COMPLETION	COMPLETION DATE	DOLLARS COMMITTED
SCHEMATIC DESIGN			
Civic Center Site Improvements | Atlanta Housing	5%	December	$15,000
CONTRACT DOCUMENTS			
EPD | Georgia Department of Natural Resources	10%	July 2021	$115,000
Georgia Public Safety HQ | GSFIC	72%	May 2022	$165,000
Historic Spring Hill | Portzon	80%	December 2021	$50,000
Parkside & Jackson Elementary School Renovations | APS	15%	August 2022	$230,000
CONTRACT ADMINISTRATION			
Sylvan Lofts | Newport RE	15%	December 2021	$115,000
Gordon Lofts Retail | Newport RE	15%	December 2021	$115,000
Illuminarium | Rockwell Group	95%	July 2021	$100,000
258 Williams | EVEC Distribution	75%	July 2021	$21,000
178 Sams Street | Dekalb County Government	8%	July 2022	$145,000
Avondale Town Green | Fabric Developers	8%	February 2022	$108,000
John Marshall Law School | John Marshall Law	15%	August 2021	$65,000
GT Theta Xi Fraternity | Beta Alpha Association of Theta Xi	88%	May 2021	$15,000
Airport Maintenance Building 2 | City of Atlanta H-JAIA	8%	March 2022	$55,500
Crabapple Middle School | Fulton County School System	94%	June 2021	$60,000
Sapelo Island Docks | Georgia DNR	75%	September 2021	$25,000
Pearson Middle School | Cobb County School District	76%	July 2021	$27,500
Lawrenceville PAC | City of Lawrenceville	95%	October 2021	$85,000
Georgia Municipal Association Headquarters | GSFIC	84%	July 2021	$95,000







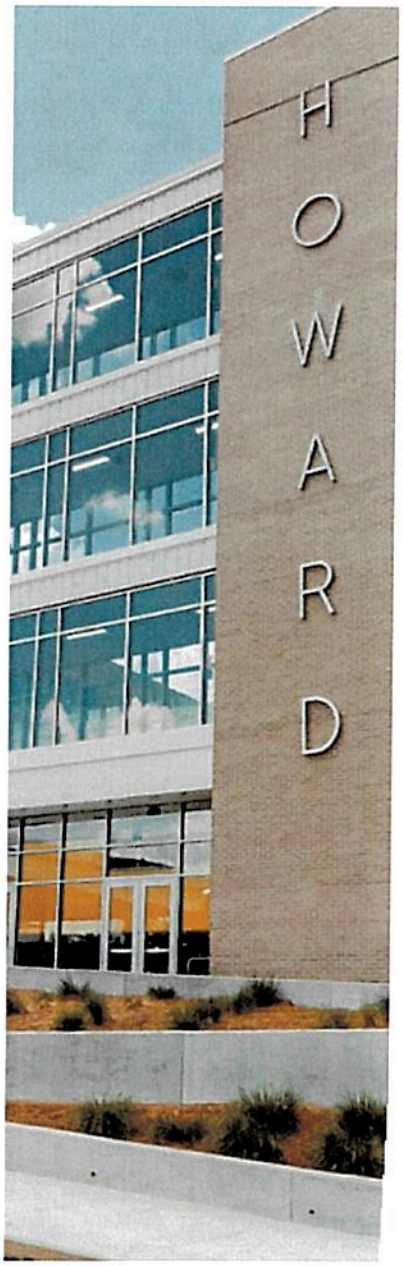
Sub-consultant Workload: Eberly & Associates

PROJECT NAME CLIENT	STATUS OF COMPLETION	COMPLETION DATE	DOLLARS COMMITTED
SCHEMATIC DESIGN			
Stoneview Elementary School | Dekalb County School District	0%	TBD	N/A
CONTRACT DOCUMENTS			
Clayton County Career Academy | Clayton County Public Schools	60%	September 2021	$35,000
CONTRACT ADMINISTRATION			
Jonesboro High School | Clayton County Public Schools	95%	August 2021	$1,700
Morrow High School | Clayton County Public Schools	95%	March 2022	$25,600
Pebblebrook High School | Cobb County School District	95%	September 2022	$19,600
Westminster Campus Additions | The Westminster Schools	95%	August 2021	$9,500
Westminster Softball Field | The Westminster Schools	95%	August 2021	$5,500
Mt. Paran School Expansion | Mt. Paran School	95%	August 2022	$9,800
Obama Elementary | Dekalb County School District	95%	August 2021	$10,700

Sub-consultant Workload: ADE Construction Consultants

PROJECT NAME CLIENT	STATUS OF COMPLETION	COMPLETION DATE	DOLLARS COMMITTED
SCHEMATIC DESIGN			
Parkside Elementary School HVAC Renovations | Atlanta Public Schools	50%	December 2021	$10,250
Jackson Elementary School HVAC Renovations | Atlanta Public Schools	50%	December 2021	$15,300
Atlanta Civic Center Renovation | Atlanta Housing Authority	10%	May 2021	$34,400
Bldg 4685 Renovations | Ocmulgee Properties	80%	June 2021	$7,500
DESIGN DEVELOPMENT			
MLK Birthplace Renovations | US National Park Service	65%	April 2021	$15,000
Stockbridge Arts Center | City of Stockbridge	30%	August 2021	$36,000
Student Center Renovation | Coastal College of Georgia	5%	December 2021	$8,900
CONTRACT DOCUMENTS			
Harmony at the Park - Phase 1 | Gorman Architectural LLC	75%	June 2021	$16,380
Harmony at the Park - Phase 2 | Gorman Architectural LLC	50%	September 2021	$11,600
Frazee Hall | University of Kentucky	5%	September 2021	$14,500

In the past 2 years, the SSOE | Stevens & Wilkinson team was awarded one (1) contract amounting to $300,120.00.



Financial Statement

Please see our Financial Statements uploaded to the online portal for the firm's financial capability.

Insurance Capability

Please refer to Certificate of Insurance uploaded to the online portal.

Litigation

SSOE has been involved in litigation, arbitration, and mediation in the past and is likely to be either the plaintiff or defendant in a dispute at a point in the future. It is the nature of our business, in which large-scale architecture and engineering projects involve various subcontractors, partners, and products that lawsuits are periodically filed naming many entities.

Insurance Claims

SSOE's professional liability carriers since 1959 have made three indemnity payments on the firm's behalf. It is management's opinion, after consideration of available insurance coverage and recorded accruals, that the aggregate ultimate liability, if any, relating to outstanding claims will not have a material effect on the Company's operations and financial position.

Firm Certificate of Insurance

The Firm's Certificate of Insurance is uploaded to the online portal.

Design Fee

Please refer to the Design Fee Form located in the online portal for our proposed 'Design Fee for the Services and Work' as required for this project.

Receipt of Addendum(s)

We are in receipt of the Addendums.

Creating A Positive Working Relationship with Clients

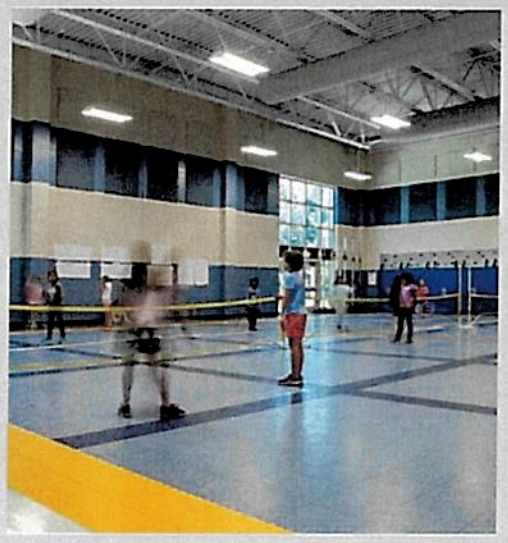
Successful Working Relationships: As a team, we take great pride in developing outstanding relationships with our clients. Our philosophy of design is rooted in collaboration that encourages teamwork among all core members. We also encourage input from a broad spectrum of influences outside of the core team, including the community, and the school's stakeholders. The collaborative effort is particularly important in understanding the partnership between the school community and DCSD facilities staff and in understanding the specific needs of the facility and student/faculty population. For our Atlanta Public Schools client, we define targeted meetings in the schedule with the Project Committee. The Project Committee includes the school principal, PTA members, and community members. These meetings keep the stakeholders up-to-date on the direction of the project. *MAINTAIN A POSITIVE RELATIONSHIP WITH OUR CLIENTS.*

Communication: Management of communications is imperative to effectively involve several sources of input. The design process, organization and communication will flow through SSOE | Stevens & Wilkinson's office providing an organized and transparent source of information and distribution. We distribute information electronically to team members and others as approved by DeKalb County School District. Our procedures are clear and simple. *COMMUNICATION MAINTAINS A POSITIVE WORKING RELATIONSHIP WITH OUR CLIENTS.*

Quality Assurance: This is of the utmost importance to our team. Two simple key elements, interactive communications and design quality control overview, facilitate the internal flow of information and issue resolution through close coordination with project leaders and consultants so that potential conflicts are confronted before they become issues. This is a process we maintain for all projects and clients.
MINIMIZING CONSTRUCTION CONFLICTS MAINTAINS A POSITIVE WORKING RELATIONSHIP WITH OUR CLIENTS.

The Design Process, *"Building the Best Relationship:"* We utilize a collaborative design team, work-session based approach that we refer to in-house as the Interactive Design Process. One advantage of the Interactive Design Process is stakeholder participation in the development and selection of the design by all interested parties. Throughout the work session, and specifically at the conclusion, all parties will understand the design alternatives, know the relative trade-offs of each and fully support the selected design. For our Fulton County Schools Client, the design of McNair Middle School included a two day charrette at the beginning of the programming phase with the FCS academic leadership to re-envision the learning environment - a process that resulted in an alternative 'Immersive Learning' neighborhood plan that had buy-in by the Owner team. *AN INTERACTIVE DESIGN PROCESS BUILDS A POSITIVE WORKING RELATIONSHIP WITH OUR CLIENTS.*

Cost Control: We work closely with cost estimators and/or contractors to track expected construction costs of a project. This process confirms that our design will be within the client's budget. We begin the cost exercises at the programming phase and continue to the contract document phase to confirm that the project meets prescribed budget requirements. For Cobb County Schools, SSOE | Stevens & Wilkinson tracked costing options for different construction delivery methods for Susan Todd Pearson Middle School. This process gave Cobb County Schools data to compare the schedule and cost of the project, which they were interested in opening a year early, using different delivery methods; this is not typically a basic service to track components in this way, but it demonstrates exactly how S&W values our positive relationships with our clients.
OUR COMMITMENT TO BUDGET CONSTRAINTS IS A TOP STRATEGY FOR MAINTAINING A POSITIVE WORKING RELATIONSHIP.



Clayton County Public Schools
Construction Department
[illegible]

October 5, 2020

To Whom It May Concern:

Stevens & Wilkinson (S&W) has provided design and construction contract administration services for the Clayton County School System since 2015. These services were provided for the following projects:

- Edmonds Elementary School, 60,000 Renovation & Modification
- Morrow Elementary School, 60,000 SF Renovation & Modification
- Adamson Middle School, 120,000 SF Renovation & Modification

S&W has performed admirably with respect to design quality, construction document completeness, resourcefulness and responsiveness to our concerns for schedule and budget. By understanding our needs and concerns S&W has exceeded our expectations to meet these objectives.

We are proud of the facilities within the Clayton County School District for which S&W has played a huge role. S&W continue to provide quality services for the K-12 Education market. They would be valued members to any construction project and have my highest recommendation.

If you have any further questions please do not hesitate to call me.

Sincerely,

Ronick Joseph
Director of Construction

COBB COUNTY
SCHOOL DISTRICT
One Team, One Goal: Student Success

514 Glover Street
Marietta, GA 30060
Telephone: (770) 426-3300
www.cobbk12.org

October 5, 2020

To Whom It May Concern:

As a representative of Cobb County School District, it is my pleasure to provide this letter of recommendation for Stevens & Wilkinson. Stevens & Wilkinson has been the design firm for both Renovations and New Middle and Elementary schools within our district, including King Springs Elementary School, Mountain View Elementary School, Smitha Middle School, Timber Ridge Elementary School and the Susan Todd Pearson Middle School. These recently completed projects met the goals that were established during the planning and design process, and the students and administrators now enjoy the great features incorporated into the projects. The functionality of the renovated and new spaces improves the educational experience of our students.

Due to the careful phasing of construction of the renovation projects, each school remained fully operational without interruption to the students class work and without any safety risks. Each project was completed on-time and within budget. Working with Stevens & Wilkinson has been, and continues to be, a very pleasant experience and I would recommend them to any potential client.

If you have any questions in regards to the projects and/or my experience, please feel free to give me a call or send an email. My number is 770-590-4583 and my email address is Henry.Gomez@cobbk12.org.

Sincerely,

Director SPLOST
Cobb County School District

BOARD OF EDUCATION Brad Wheeler, Chair • David Banks, Vice Chair
David Chastain • Charisse Davis • Jaha Howard • David Morgan • Randy Scamihorn

ATLANTA PUBLIC SCHOOLS

FACILITIES SERVICES
1631 LAFRANCE STREET
ATLANTA, GEORGIA 30307

JERE J. SMITH III, AIA
DIRECTOR OF CAPITAL IMPROVEMENTS
(404) 802-3736
FAX (404) 802-3897
jersmith@atlanta.k12.ga.us

September 30, 2020

Re: Stevens & Wilkinson, Architects
Letter of Reference

To Whom It May Concern,

Please accept this letter of reference for Stevens & Wilkinson, Architects (S&W). S&W is currently approved to provide Architectural services to the Atlanta Public Schools (APS) and has provided Architectural services for multiple renovation and new construction projects including most recently the new David T. Howard Middle School.

Stevens & Wilkinson, Architects has played a primary role in the success of several major complex projects providing traditional architectural services including planning, design, permitting and construction administration. S&W worked closely with Atlanta Public Schools staff and our Construction Managers to confirm that the designs met the APS needs, scope and budget requirements. The staff from S&W were attentive, responsive, diligent and through while maintaining a positive working relationship.

We are currently working with Stevens & Wilkinson, Architects and I would readily utilize their services again on similar projects if the needs and conditions allowed. If you have any questions, please feel free to contact me at 404 802-3736.

Sincerely,

Jere J. Smith III, AIA
Director of Capital Improvements

PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Stevens & Wilkinson GA, Inc. **Owner:**

Address: 100 Peachtree St. NW
Suite 2500
Atlanta GA 30303-1926

Primary Source License Information

Lic #:	PEF000638	**Profession:**	Engineers / Land Surveyors	**Type:**	Engineer Firm
Secondary:		**Method:**	Application	**Status:**	Active
Issued:	12/20/1994	**Expires:**	6/30/2022	**Last Renewal Date:**	5/15/2020

Associated Licenses

Relationship: Employment

Licensee:	Boan, Bruce V	**License Type:**	Professional Engineer		
License #:	PE025658	**License Status:**	Active		
Established:	7/15/2004	**Association Date:**		**Expiry:**	
Type:	Prerequisite User				

Relationship: Employment

Licensee:	Daenecke, Kenneth G	**License Type:**	Professional Engineer		
License #:	PE025312	**License Status:**	Active		
Established:	7/15/2004	**Association Date:**		**Expiry:**	
Type:	Prerequisite User				

Relationship: Employment

Licensee:	Latham, Carl Richard	**License Type:**	Professional Engineer		
License #:	PE017700	**License Status:**	Lapsed-Late Renewal Period		
Established:		**Association Date:**		**Expiry:**	
Type:	Prerequisite User				

Relationship: Employment

Licensee:	Stevenson, Michael P	**License Type:**	Professional Engineer		
License #:	PE025541	**License Status:**	Active		

Established:	7/15/2004	**Association Date:**		**Expiry:**
Type:	Prerequisite User			
Relationship:	Employment			
Licensee:	Tsurutis, Michael	**License Type:**	Professional Engineer	
License #:	PE008088	**License Status:**	Lapsed	
Established:	7/15/2004	**Association Date:**		**Expiry:**
Type:	Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: September 30, 2020 9:42:36

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: SSOE Inc. **Owner:**

Address: 1001 Madison Ave
Attn: James Jaros
Toledo OH 43604

Primary Source License Information

Lic #: PEF001822 **Profession:** Engineers / Land Surveyors **Type:** Engineer Firm
Secondary: **Method:** Application **Status:** Active
Issued: 5/20/1994 **Expires:** 6/30/2022 **Last Renewal Date:** 5/8/2020

Associated Licenses

Relationship: Employment
Licensee: Boydston, Alan Wayne **License Type:** Professional Engineer
License #: PE030783 **License Status:** Active
Established: **Association Date:** 10/26/2017 **Expiry:**
Type: Prerequisite User

Relationship: Employment
Licensee: Bruner, Ronald S **License Type:** Professional Engineer
License #: PE024045 **License Status:** Active
Established: **Association Date:** 10/26/2017 **Expiry:**
Type: Prerequisite User

Relationship: Employment
Licensee: Burgess, Barry Wayne **License Type:** Professional Engineer
License #: PE020449 **License Status:** Lapsed
Established: **Association Date:** **Expiry:** 10/31/2017
Type: Prerequisite User

Relationship: Employment
Licensee: Connolly, Kevin Anthony **License Type:** Professional Engineer
License #: PE037522 **License Status:** Active

Established: Association Date: 10/26/2017 Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Cuffman, Jerald L License Type: Professional Engineer

License #: PE024286 License Status: Lapsed

Established: 7/16/2004 Association Date: Expiry: 10/31/2017

Type: Prerequisite User

Relationship: Employment

Licensee: Duffey, Michael E License Type: Professional Engineer

License #: PE032082 License Status: Active

Established: Association Date: 10/26/2017 Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Gill, John W. License Type: Professional Engineer

License #: PE036423 License Status: Active

Established: Association Date: 10/26/2017 Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Harrison, Jeremy Douglas License Type: Professional Engineer

License #: PE041732 License Status: Active

Established: Association Date: 10/26/2017 Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Hibdon, Terry Dwain License Type: Professional Engineer

License #: PE020010 License Status: Active

Established: Association Date: 5/28/2004 Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Kang, Michelle Lynn License Type: Professional Engineer

License #: PE040296 License Status: Lapsed-Late Renewal Period

Established: Association Date: 10/26/2017 Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Kurzawa, Richard B License Type: Professional Engineer

License #: PE022844 License Status: Active

Established: Association Expiry:

7/16/2004 Date: 10/31/2017

Type: Prerequisite User

Relationship: Employment

Licensee: Kusnier, Cathy Callies | License Type: Professional Engineer

License #: PE027703 | License Status: Lapsed

Established: 7/16/2004 | Association Date: | Expiry: 10/31/2017

Type: Prerequisite User

Relationship: Employment

Licensee: Lang, Eric Farrel | License Type: Professional Engineer

License #: PE042324 | License Status: Active

Established: | Association Date: 10/26/2017 | Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Lynch, Alan F | License Type: Professional Engineer

License #: PE021448 | License Status: Lapsed

Established: 7/16/2004 | Association Date: | Expiry: 10/31/2017

Type: Prerequisite User

Relationship: Employment

Licensee: McCain, William Robert | License Type: Professional Engineer

License #: PE027936 | License Status: Active-Renewal Pending

Established: 7/16/2004 | Association Date: | Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: McEwen, Duncan Alexander | License Type: Professional Engineer

License #: PE039157 | License Status: Active

Established: | Association Date: 10/26/2017 | Expiry:

Type: Prerequisite User

Relationship: Employment

Licensee: Spencer, Brian Keith | License Type: Professional Engineer

License #: PE023592 | License Status: Lapsed

Established: 7/16/2004 | Association Date: | Expiry: 10/31/2017

Type: Prerequisite User

Relationship: Employment

Licensee: Turner, John Thomas | License Type: Professional Engineer

License #: PE026978 | License Status: Active

Established: 7/16/2004 | Association Date: | Expiry:

Type:	Prerequisite User			
Relationship:	Employment			
Licensee:	White, Floyd D, II	**License Type:**	Professional Engineer	
License #:	PE033138	**License Status:**	Active	
Established:		**Association Date:**	10/26/2017	**Expiry:**
Type:	Prerequisite User			
Relationship:	Employment			
Licensee:	Whitehead, James Barry	**License Type:**	Professional Engineer	
License #:	PE032331	**License Status:**	Active	
Established:		**Association Date:**	10/26/2017	**Expiry:**
Type:	Prerequisite User			
Relationship:	Employment			
Licensee:	Wilson, David Lee	**License Type:**	Professional Engineer	
License #:	PE037844	**License Status:**	Active	
Established:		**Association Date:**	10/26/2017	**Expiry:**
Type:	Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: February 18, 2021 12:41:13

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Office of Revenue
55 Trinity Avenue, SW STE 1350
Atlanta, GA 30303-3534

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CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE

OCCUPATION TAX REGISTRATION CERTIFICATE

VALID ONLY WHEN REGISTRATION TAX REQUIREMENTS ARE PAID

CERTIFICATE NO. : 143077LPR
BUSINESS NAME : WILLIAM L POLK
LOCATION : 100 PEACHTREE ST NW STE 2500 ATLANTA GA 30303

DATE ISSUED : 1-1-2020 EXPIRES ON : 12-31-2020

BUSINESS NAME AND ADDRESS:

STEVEN & WILKINSON
WILLIAM L POLK
100 PEACHTREE ST NW STE 2500
ATLANTA GA 30303

2020

X
Roosevelt Council, Jr.
Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS
NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED
CERTIFICATE NOT TRANSFERABLE
IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD, CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270
THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

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-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

892164
EEV/Basic Pilot Program User Identification Number

07/09/2015
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.

SSOE, Inc. (dba SSOE|Stevens & Wilkinson)
Company Name / Contractor Name

07/19/2021
Date

BY: Signature of Authorized Officer or Agent

07/19/2021
Date

Principal
Title of Authorized Officer or Agent of Contractor

William L. Polk, III
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
19 DAY OF July, 2021

Notary Public Vincent J. Lafitte
My Commission Expires: 03/01/2024

Vincent J Lafitte
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 03/01/2024

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 SSOE|Stevens & Wilkinson (*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.

311503
EEV/Basic Pilot Program User Identification Number

08/25/2011
Date of Authorization

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

BY: Authorized Officer or Agent

7/16/2021
Date

Eberly & Associates
(Subcontractor Name)

Associate
Title of Authorized Officer or Agent of Subcontractor

Mike Wright
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
16th DAY OF July, 2021

Notary Public
My Commission Expires: 12/02/2023

M MILLER
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 02, 2023

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 Steve Stevens & Wilkinson (*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.

290862 — EEV/Basic Pilot Program User Identification Number

12/18/2009 — 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.

Dan Engle — BY: Authorized Officer or Agent

7/19/21 — Date

ADE Construction Consultants, Inc. — (Subcontractor Name)

President — Title of Authorized Officer or Agent of Subcontractor

Dan Engle — Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
19th DAY OF July, 2021

Michelle Morris — Notary Public

My Commission Expires: 3/24/2023

MICHELLE MORRIS NOTARY PUBLIC ROCKDALE COUNTY, GA MY COMMISSION EXPIRES MARCH 24, 2023

EXHIBIT H
AFFIDAVIT OF EXEMPTION
(Under O.C.G.A. § 13-10-91(b)(1))

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

(a) I am exempt under Title 26 or Title 43

(b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:

(i.) immediately notify the School District in writing; and

(ii.) register with, participate in and use, a federal work authorization program 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; and

(iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

_____/_____

Signature Printed Name Title

By signing above you are certifying that the representations made herein are true and correct.

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

_____

Notary Public

My Commission Expires: _____