



March 14, 2025

Mr. Carl Henry  
DeKalb County School District  
Operations Division- Sam A. Moss Service  
1780 Montreal Rd.

RE: Oak View Elementary School

Dear Carl,

We propose installing (2) 20-ton heat pump units for the existing gymnasium at Oakview Elementary School for a total of **\$355,000.00**. Please see items that are included below.

The following items are included that are not referenced in the drawings and details:

1. (2) 20 ton heat pumps.
2. New circuitry from existing electrical panels.
3. Roofing in new curbs.
4. Structural Reinforcements as required.
5. Fifteen thousand dollar allowance for unforeseen conditions.
6. Five thousand dollar allowance for fire alarm modifications.
7. Raymond Engineering design.
8. On site supervision.
9. Clean up due to our work and placed in dumpsters.

The following items are not included:

1. Increases in material cost due to tariffs.
2. New electrical panels if existing will not support new units

Thank you for the opportunity to provide this proposal. This proposal is good through March of 2025. We look forward to working with you.

Sincerely,

SRS, Inc.

Joseph Pilkenton  
Vice President

• **BUILDING CONTRACTORS** •

February 6, 2025

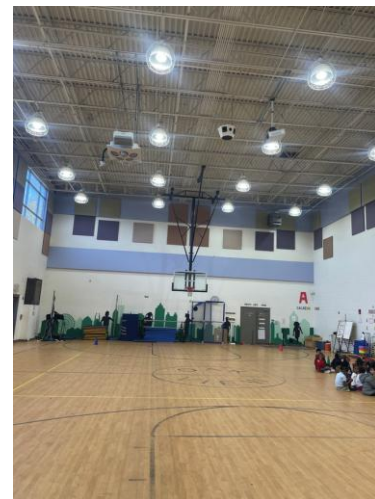
SRS Inc.  
Jody Pilkenton  
357 Odell Road  
Griffin, GA 30224  
C: 770.228.2658  
[jody@roofga.com](mailto:jody@roofga.com)

Reference: Proposal for Oak View ES Gym- HVAC Design  
3574 Oakvale Road  
Decatur, GA 30034  
Add Services Number – 1434.003 Mod. 01

Mr. Pilkenton,

Raymond Global, Inc. (herein referred to as Raymond) is pleased to submit our proposal to provide HVAC design services at the above referenced Elementary School Gym.

HVAC design services will address the need for air conditioning (cooling), heating and ventilation equipment to replace existing gas fired unit heaters and exhaust fans. This proposal will outline our understanding of the project from the information provided by your office, and a site visit to document existing conditions.



Respectfully submitted,

Ken Carter  
Project Manager  
[ken.carter@Raymondllc.com](mailto:ken.carter@Raymondllc.com)

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## SCOPE OF SERVICES

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Raymond proposes to provide the following services pertaining to the above referenced project:

### HVAC DESIGN SERVICES

1. Raymond will travel to the facility to assess current site conditions, existing HVAC equipment and use/occupancy of the gym space.
2. Perform load calculations based on use/occupancy and determine equipment sizing, outside air requirements for proposed HVAC equipment serving the school gym.
3. The design will include two (2) Rooftop Package Units (RTUs) to serve the school gym, replacing existing Unit Heaters and Exhaust Fans and incorporate existing intake air louvers.
4. The design will include Mechanical, Electrical and Structural Engineering and Building Envelope as needed for the installation of the HVAC equipment noted above.
5. We will provide design documents to include:
  - a. Demolition, new roof and floor plans for equipment in scope of work.
  - b. Mechanical schedules, details, and sections for new equipment.
  - c. Electrical and Structural drawings as needed to support the roof mounted HVAC equipment replacement noted above.
  - d. Specifications related to the scope of work will be included in design drawings.

## ASSUMPTIONS & EXCLUSIONS

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For the purposes of this proposal, we have assumed:

1. Raymond assumes as-built drawings of the existing gym will be provided for design use only.
2. For this proposal, we have assumed that safe access to the roof(s) can be achieved by existing roof access hatches and/or maximum 32-foot ladders.
3. Should it be determined that we will require a lift to safely perform our design assessment, we request that we be reimbursed with the additional expense plus a 10% processing and handling fee and the additional time, and reimbursable expenses required to make an additional site visit.
4. This proposal assumes that the main services, electric and gas, have capacity for the new equipment.
5. This proposal does not include bidding or construction administration services. A separate proposal will be provided should those services are requested.
6. The design will be delivered in electronic (PDF) format. No hard copies will be provided.
7. Front end documents are not included in this proposal.

## PERIOD OF PERFORMANCE

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This period of performance is expected once issued notice of proceed.

Develop CD documents	6 weeks.
CD documents reviewed by Owner and SRS	2 weeks.
Finalize Design Documents	1 week.

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## COMPENSATION

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We shall perform our services in accordance with the following schedule: *(Fee includes all administrative and travel costs):*

HVAC Design Services (Lump Sum Fee):	\$	25,000
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## ADDITIONAL SERVICES

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Additional services not included in this proposal shall be performed in accordance with the service agreement fee schedule and only upon receipt of an approved change order.

## TERMS AND CONDITIONS

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Raymond Terms and Conditions are attached and are incorporated as part of this Proposal.

## EXPIRATION

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This Offer of this Proposal, including Scope, Fees, and Period of Performance, expires on May 15, 2025.

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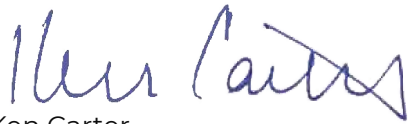
## CLOSURE

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If this Proposal is acceptable, please indicate your acceptance by signing below. Please return the signed copy to Raymond Global, Inc. We appreciate the opportunity to submit this Proposal and look forward to assisting you with this project.

Respectfully submitted,

### RAYMOND



Ken Carter  
Project Manager  
[ken.carter@Raymondllc.com](mailto:ken.carter@Raymondllc.com)



Charles A. Hanning III, PE  
Senior Mechanical Engineer  
[chuck.hanning@Raymondllc.com](mailto:chuck.hanning@Raymondllc.com)

## ACCEPTANCE

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SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

**SRS, Inc.**, herein referred to as "**Client.**"

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

# TERMS AND CONDITIONS

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## I. PAYMENT

1. Client will pay Raymond for services and expenses in accordance with the Contract Documents. Raymond will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due after 30 days. Past due amounts are subject to a service charge of one and one-half percent per month (18 percent per annum) on the outstanding balance. Attorney's fees and other cost incurred in collecting past due amount shall be paid by Client.
2. Raymond shall be paid in full for all Services under this Proposal, including any additional services as specifically authorized by Client in excess of those stated in this Proposal.
3. Client's obligation to pay for the Services contracted for is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon Client's successful completion of the project.

## II. WARRANTY, LIABILITY, AND STANDARD OF CARE

1. Raymond shall perform Services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent Raymond's personnel practicing in the same or a similar locality as the Project. In the event any portion of the Services fails to comply with this warranty obligation and Raymond is promptly notified in writing prior to one year after completion of such portion of the Services, Raymond will promptly perform such portion of the Services, or if performance is impracticable, Raymond will refund the amount of compensation paid to Raymond for such portion of the Services.
2. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the Services included in this Proposal.
3. In no event shall Raymond be liable for any special, indirect, incidental or consequential loss or damages.

4. The remedies set forth herein are exclusive and total liability of Raymond whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the Services provided pursuant to this Proposal shall not exceed the total fees paid Client. At additional cost, Client may obtain a higher limit prior to commencement of Services.

### III. REPORTS

1. The Services and any data, recommendations, proposals, reports, design criteria, and similar information provided by Raymond to Client are provided for the exclusive use of Client on the Project and are not to be used or relied upon in connection with other projects or by third parties.
2. All reports and written documents delivered to Client are instruments reflecting the Services provided by Raymond and are made available for Client's use subject to the limitations of this Proposal. All such reports, other written documents, all original data gathered by Raymond and work papers produced by Raymond in the performance of the Services are, and shall remain, the sole and exclusive property of Raymond.

### IV. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from Raymond's activities and use of equipment. Client recognizes that the performance of the Services may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Raymond for reimbursement or hold Raymond liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Raymond against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

### V. SAMPLES

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, we will retain samples for a mutually acceptable storage charge and period of time.

### VI. UNFORESEEN OCCURRENCES

If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Raymond's sole judgment significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended scope of Services, Raymond will promptly notify Client thereof. Subsequent to that notification and with approval of Client, Raymond may:

- a. Complete the original scope of Services in accordance with the procedures originally intended in the Proposal;

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- b. Agree with Client to modify the scope of services and estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- c. Terminate the services effective on the date of notification pursuant to the terms of the section entitled "Termination of Contract".

## VII. TERMINATION OF CONTRACT

Services may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Raymond shall be paid for Services performed to the termination date plus reasonable termination expenses.

## VIII. FORCE MAJEURE

Should completion of any portion of the services be delayed for causes beyond the control of or without the fault or negligence of Raymond including Force Majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the Terms and Conditions upon which the Services may be continued. Force majeure includes, but is not limited to, acts of God or the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contractors or Agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes and unusually severe weather.

## IX. NOTICES, CORRESPONDENCE, AND SUBMITTALS

All notices, correspondence, and submittals regarding this Subcontract shall be directed to:

Raymond  
Attention: Ken Carter [ken.carter@raymondllc.com](mailto:ken.carter@raymondllc.com)

## X. INDEPENDENT CONTRACTORS

Raymond and its associates shall act as and be deemed to be independent contractors for all purposes of this Agreement and shall not be deemed to be agents, assigns, employees, joint ventures, partners or principals of Client, its employees, officers, directors, representatives or affiliates. The employees, methods, materials, equipment and facilities used by Raymond, its lower-tiered subcontractors and suppliers to perform the Work hereunder shall at all times be under their exclusive supervision, direction and control. This Agreement is not intended to be one of hiring under the provisions of any workers compensation or other laws and shall not be so construed.

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## XI. INDEMNITY

Client agrees to hold harmless and defend Raymond, its agents, subcontractors and employees, from and against any and all losses, liabilities and costs (including, but not limited to, attorney's fees and expenses) which Raymond, its agents, subcontractors or employees, may incur, become responsible for or pay out as a result of any suit or claim by any third party for damages against Raymond, its agents, subcontractors or employees, or any of them, alleging exposure to or damage from material, elements or constituents at or from the Project, during or after the Services provided, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, uninhabitability of property, or other property damage except to the extent such are caused by the negligence or intentional misconduct of Raymond.

## XII. INSURANCE

1. Raymond shall maintain at its own expense the following insurance subject to normal industry exclusions:
  - a. Workmen's Compensation insurance
  - b. Employer's Liability insurance
  - c. Comprehensive Automobile Liability insurance
  - d. General Liability insurance
  - e. Professional Liability insurance
2. Certificates can be issued upon request identifying details and limits of coverage.
3. Amendments or modifications to these Terms and Conditions or any waiver of any provisions hereof shall be effective if approved by Client and Raymond in writing.

## XIII. DISPUTES AND CHOICE OF LAW

Wherever a potential dispute involves in any way the amount of money due Raymond for the Work, or the amount of time required for the Work, either of the Parties shall notify the other party that it wishes to proceed under these "Disputes" procedures.

As to all other unresolved disputes, controversies or Claims between Raymond and Client, the parties shall first seek to resolve them by good faith negotiation lasting at least ten days involving senior management of the Parties. As to disputes, controversies or Claims between Raymond and Client which remain unresolved after such good faith negotiation, the Parties shall determine whether they shall be settled in accordance with the rules of the American Arbitration Association ("AAA"), before one or three arbitrators in a particular location, or through litigation in a court of competent jurisdiction, without a jury.

In any such dispute, a Settlement-Oriented Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and

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expert witnesses' fees incurred in handling the dispute. (Provided, only those attorney's fees and expert witness fees incurred after written notice is given by either party that it will seek to recover them under this clause may be reimbursed hereunder.) For these purposes, a "Settlement-Oriented Prevailing Party" shall be a party who obtains a litigation or arbitration result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial or hearing) to settle such litigation or arbitration. (Where there is no Settlement-Oriented Prevailing Party, each party shall bear its own attorneys' fees and other costs.)

#### XIV. SOLICITATION OF EMPLOYEES

Raymond and Client agree that during the term of this Agreement, it shall not directly solicit or recruit the employees of the other companies associated with the performance of this Agreement or the Services provided the Client.

#### XV. INTEGRATED WRITING AND ENFORCEABILITY

This Agreement constitutes the final and complete repository of the agreements between Raymond and the Client relating to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by the authorized representative of Raymond and Client. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of both Raymond and the Client with regard to the provisions and that saves the validity and enforceability of the provision.

This Proposal and Terms and Conditions represent the entire understanding between the parties hereto relating to the Services and supersede any and all prior agreements, whether written or oral, that may exist between the parties regarding same.