

**CONTINUING CONTRACT FOR  
PROFESSIONAL SERVICES  
BETWEEN THE  
DEKALB COUNTY BOARD OF EDUCATION  
AND**

**Design**

**Professional:** Gardner Spencer Smith Tench & Jarbeau, P.C.

**Design**

**Professional Address:** 3340 Peachtree Rd NE, Ste. 1800

Atlanta, Georgia 30326

**Solicitation No.:**

RFQu No. 24-752-017

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## CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and Gardner Spencer Smith Tench & Jarbeau, P.C., authorized to do business in the State of Georgia, whose business address is 3340 Peachtree Rd NE, Ste 1800, Atlanta, Georgia 30326 (hereinafter referred to as the "DESIGN PROFESSIONAL"). This Contract shall be effective on the date executed by the last party to execute it.

### WITNESSETH:

**WHEREAS**, it is in the best interests of OWNER to be able to obtain professional architectural and **engineering** services expeditiously when a need arises in connection with a study or a partial or entire DeKalb County School District construction project; and

**WHEREAS**, Board Policy DJE, Section III, makes provisions for contracts for professional services; and

**WHEREAS**, OWNER has selected DESIGN PROFESSIONAL in accordance with the provisions of Board Policy DJE, and DESIGN PROFESSIONAL will provide professional architectural engineering **services** as directed by OWNER for such projects and tasks as may be required on an as needed basis by OWNER.

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 DESIGN PROFESSIONAL agree:

### ARTICLE 1

#### DESIGN PROFESSIONAL'S RESPONSIBILITIES

- 1.1 From time to time upon request or direction of the OWNER as hereinafter provided, DESIGN PROFESSIONAL shall provide to OWNER professional architectural engineering services (hereinafter the "Services"). All Services to be provided by DESIGN PROFESSIONAL pursuant to this Contract shall be in conformance with the scope of services, which shall be described in a Work Authorization issued pursuant to the procedures described herein. The form of the Work Authorization is set forth in **Exhibit B** attached hereto and incorporated herein by reference. Any proposed deviation from the Services set forth in the Work Authorization must be brought to OWNER'S attention in writing by DESIGN PROFESSIONAL and all such deviations must be expressly approved by OWNER in writing in advance.
  - 1.1.1 All Services must be authorized in writing by OWNER in the form of a Work Authorization, and DESIGN PROFESSIONAL shall not provide any Services to OWNER unless and to the extent they are required in a written Work Authorization. Any Services provided by DESIGN PROFESSIONAL without a written Work Authorization shall be at DESIGN PROFESSIONAL'S own risk and OWNER shall have no liability or responsibility for payment for such Services.
  - 1.1.2 As OWNER identifies certain Services it wishes DESIGN PROFESSIONAL to provide pursuant to the terms of this Contract, OWNER shall request a proposal from DESIGN PROFESSIONAL for such Services, said proposal to be in compliance with the terms

of this Contract and in the form of **Exhibit G** attached hereto and incorporated herein by reference. If the parties reach an agreement with respect to such Services, including, but not limited to the scope of those Services and the compensation to be paid for such Services, then Owner shall prepare a Work Authorization which incorporates the terms of the understanding reached by the parties with respect to such Services, and if both parties are in agreement therewith, they shall jointly execute the Work Authorization. The OWNER's proposal documents for each Project shall be attached hereto as **Exhibit A** and incorporated herein by reference.

- 1.1.3 Upon execution of a Work Authorization as aforesaid, DESIGN PROFESSIONAL agrees to promptly provide the Services required thereby, in accordance with the terms of this Contract, the subject Work Authorization, the Schedule (as defined in Paragraph 3.1 hereof), and all applicable laws, ordinances, rules and regulations.
- 1.1.4 It is mutually understood and agreed that the nature, amount, and frequency of the Services shall be determined solely by OWNER and that OWNER does not represent or guarantee unto DESIGN PROFESSIONAL that any specific or minimum number of Services will be requested or required of DESIGN PROFESSIONAL pursuant to this Contract.
- 1.1.5 DESIGN PROFESSIONAL agrees that upon request of OWNER under this Contract Design Professional will provide bidding assistance and construction contract administration services as needed.
- 1.1.5 DESIGN PROFESSIONAL shall have no authority to act as the agent of OWNER under this Contract or to obligate OWNER in any manner or way. DESIGN PROFESSIONAL is an independent contractor, and neither it nor any of its agents, servants or employees will be an employee or agent of the Owner. Nothing contained in this Contract shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between OWNER and DESIGN PROFESSIONAL.
- 1.1.6 All duly executed Work Authorizations shall be and are hereby incorporated into and made a part of this Contract by reference.
- 1.2 DESIGN PROFESSIONAL agrees to obtain and maintain throughout the period of this Contract all such licenses and permits as are required for DESIGN PROFESSIONAL to do business in the State of Georgia and in DeKalb County, including, but not limited to, all licenses and permits required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by DESIGN PROFESSIONAL pursuant to this Contract.
- 1.3 DESIGN PROFESSIONAL agrees that, when the Services to be provided hereunder relate to a professional service which, under the laws of the State of Georgia, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ and/or retain only qualified personnel to provide such Services.
- 1.4 DESIGN PROFESSIONAL hereby designates David Tench as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Contract. For each Work Authorization, DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, DESIGN PROFESSIONAL acknowledges that the Principal in Charge and Representative(s)

have full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Contract and the Work Authorization, respectively. DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall devote whatever time is required to satisfactorily and diligently manage the Services to be provided and performed by DESIGN PROFESSIONAL under the Work Authorization. Further, DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall not be removed by DESIGN PROFESSIONAL without OWNER'S prior approval, and if so removed must be immediately replaced with a person acceptable to OWNER, which approval and acceptance shall not be unreasonably withheld by OWNER.

- 1.5 The DESIGN PROFESSIONAL shall assign only qualified personnel to perform any service concerning the Project (as defined in Paragraph 3.1 hereof). The DESIGN PROFESSIONAL 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 the Project.
- 1.6 DESIGN PROFESSIONAL agrees that its senior staff, subconsultants and subcontractors who will perform any Services under this Contract are subject to OWNER'S reasonable approval. Attached hereto as **Exhibit C** is a listing of DESIGN PROFESSIONAL'S senior staff, subconsultants and subcontractors who have been assigned to provide the services required under this Contract. None of the senior staff, subconsultants and subcontractors identified in **Exhibit C** shall be removed from a Project by DESIGN PROFESSIONAL without OWNER'S prior approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to OWNER. DESIGN PROFESSIONAL further agrees, within fourteen (14) calendar days of receipt of a written request from OWNER, to promptly remove from a Project and replace the Representative, or any other personnel employed or retained by DESIGN PROFESSIONAL, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by DESIGN PROFESSIONAL to provide and perform any of the Services pursuant to the requirements of this Contract, whom OWNER shall request in writing to be removed, which request may be made by OWNER with or without cause. If DESIGN PROFESSIONAL is required to remove and replace a subconsultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Work Authorization to which such subcontractor or subconsultant may have been assigned.
- 1.7 DESIGN PROFESSIONAL represents to OWNER that it has expertise in the type of professional Services that will be required under this Contract. Drawings shall be prepared in electronic AutoCAD 2014 format and a project manual for each Project (the "Project Manual") shall be prepared as an electronic Word 2010 document. By execution of this Contract and each subsequent Work Authorization issued hereafter, if any, DESIGN PROFESSIONAL acknowledges it has received the most recent version of the DCSD 2020 VISION – Educational Specifications and Design Guidelines as of the date of this Contract or such subsequent Work Authorization and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. DESIGN PROFESSIONAL agrees that all Services to be provided by DESIGN PROFESSIONAL pursuant to this Contract shall be subject to OWNER'S reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Georgia Department of Education requirements, Georgia Construction Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project (as defined in Paragraph 3.1 hereof) or the Services to be provided and performed by DESIGN PROFESSIONAL hereunder. In the event of any conflicts in these requirements, DESIGN PROFESSIONAL shall promptly notify OWNER of such conflict in writing and utilize its best professional judgment to resolve the conflict. OWNER'S approval of any design documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete

and accurate documents necessary for successful completion of the subject Project pursuant to the Work Authorization.

- 1.8 DESIGN PROFESSIONAL agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'S prior written consent, or unless incident to the proper performance of DESIGN PROFESSIONAL'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by DESIGN PROFESSIONAL hereunder, and DESIGN PROFESSIONAL shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. This paragraph shall survive the expiration or earlier termination of this Contract.
- 1.9 DESIGN PROFESSIONAL acknowledges that OWNER may contract with a construction manager or general contractor who, if retained, shall be responsible for any construction identified in the Work Authorization (hereinafter referred to as "CONSTRUCTION CONTRACTOR"). If a CONSTRUCTION CONTRACTOR is retained, DESIGN PROFESSIONAL agrees to cooperate with CONSTRUCTION CONTRACTOR with respect to CONSTRUCTION CONTRACTOR'S delivery of work and services to OWNER. Also, in such event, DESIGN PROFESSIONAL agrees to incorporate, whenever reasonably practicable and consistent with good design principles, and after OWNER'S written approval, all suggestions or recommendations timely made by CONSTRUCTION CONTRACTOR with respect to any design set forth in the Work Authorization.
- 1.10 DESIGN PROFESSIONAL agrees to comply with all of OWNER's rules and regulations with respect to safety and security at the OWNER's facilities, including OWNER's drug program, as said rules and regulations may be modified and amended by OWNER from time to time. DESIGN PROFESSIONAL further agrees to enforce compliance with such rules and regulations by all of DESIGN PROFESSIONAL's subconsultants and subcontractors.
- 1.11 OWNER may have one or more representatives visit the site of the Project (as defined in Paragraph 3.1 hereof) from time to time, or on a full-time basis, and DESIGN PROFESSIONAL shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative of OWNER shall relieve DESIGN PROFESSIONAL from any of its duties or obligations hereunder.
- 1.12 DESIGN PROFESSIONAL shall be responsible for obtaining and reviewing all geological reports obtained by OWNER with respect to the Project (as defined in Paragraph 3.1 hereof). DESIGN PROFESSIONAL's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event DESIGN PROFESSIONAL has any questions or concerns about the contents of any such reports, DESIGN PROFESSIONAL shall notify OWNER in writing within ten (10) days of DESIGN PROFESSIONAL's receipt of any such geological reports. DESIGN PROFESSIONAL and OWNER will work in good faith to mutually resolve any such questions or concerns.

## **ARTICLE 2**

### **OWNER'S RESPONSIBILITIES**

- 2.1 For each Work Authorization, OWNER shall designate in writing a project coordinator to act as OWNER'S representative with respect to the Services to be rendered under the Work Authorization (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to DESIGN PROFESSIONAL'S Services under the Work Authorization. However, except as may be otherwise expressly authorized in writing by the DeKalb County School District, neither the Project Manager nor any other party is authorized to issue any oral or written orders or instructions to DESIGN PROFESSIONAL that would

have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Services to be provided and performed by DESIGN PROFESSIONAL as set forth in the Work Authorization; (2) the time in which DESIGN PROFESSIONAL is obligated to complete all such Services as set forth in the Work Authorization or in the Schedule (as defined in Paragraph 3.1 hereof) submitted and approved pursuant to this Contract; (3) the amount of compensation OWNER is obligated or committed to pay DESIGN PROFESSIONAL as set forth in the Work Authorization; or (4) the indemnification obligations of DESIGN PROFESSIONAL under the Contract or the Work Authorization. Any additional services (hereinafter the "Additional Services") must be approved in writing in the form of a written and executed amendment to this Contract or applicable Work Authorization prior to starting such Additional Services. OWNER will not be liable or responsible for the costs of Additional Services commenced without its express prior written approval.

- 2.2 Within a reasonable time after request from DESIGN PROFESSIONAL, OWNER shall provide, if available, all criteria and information requested by DESIGN PROFESSIONAL necessary for DESIGN PROFESSIONAL to comply with OWNER'S requirements for the Services specified in the Work Authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, which may affect the Services.
- 2.3 Within a reasonable time after request from DESIGN PROFESSIONAL, OWNER will make available to DESIGN PROFESSIONAL all reasonably available information in OWNER'S possession pertinent to the Services specified in the Work Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction set forth in the Work Authorization necessary for DESIGN PROFESSIONAL to comply with Owner's requirements for the Services specified in the Work Authorization.
- 2.4 OWNER shall arrange for access to and make all reasonable provisions for DESIGN PROFESSIONAL to enter the site set forth in the Work Authorization (if any) to perform the Services to be provided by DESIGN PROFESSIONAL under this Contract. DESIGN PROFESSIONAL acknowledges that such access may be provided during times that are not the normal business hours of DESIGN PROFESSIONAL.
- 2.5 OWNER shall provide written notice to DESIGN PROFESSIONAL of any deficiencies or defects discovered by OWNER with respect to the Services to be rendered by DESIGN PROFESSIONAL hereunder.
- 2.6 Wherever the terms of this Contract refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Contract) to be provided by OWNER or some notice, report or document is to be provided to OWNER, such reference to "OWNER" shall mean OWNER, OWNER'S staff, or OWNER'S designee, including Project Manager, unless otherwise stated.

### **ARTICLE 3**

#### **SCHEDULE**

- 3.1 Within ten (10) days of receiving a written Work Authorization from OWNER to perform Services hereunder for a particular project ("Project"), DESIGN PROFESSIONAL agrees to submit to OWNER a computer-generated bar graph time schedule ("Schedule") for the performance of such Services to be provided with respect to the Project. Said Schedule shall be of a form and content satisfactory to OWNER. Services to be rendered by DESIGN PROFESSIONAL shall be commenced, performed and completed in accordance with the

Work Authorization and the Schedule. Time is of the essence with respect to the performance of this Contract, including any and all Projects assigned to DESIGN PROFESSIONAL.

- 3.2 Should DESIGN PROFESSIONAL be obstructed or delayed in the prosecution or completion of its Services as a result of unforeseeable causes beyond the control of DESIGN PROFESSIONAL, including but not restricted to acts of God or of public enemy, acts of government or negligent or intentionally wrongful conduct of OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, and not due to DESIGN PROFESSIONAL's own fault or neglect, then DESIGN PROFESSIONAL shall notify OWNER in writing within three (3) business days (unless OWNER expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof and requesting a reasonable extension of time, or be deemed to have waived any right which DESIGN PROFESSIONAL may have had to request a time extension.
- 3.3 Unless otherwise expressly provided for in the Work Authorization, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of DESIGN PROFESSIONAL'S Services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve DESIGN PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from OWNER. DESIGN PROFESSIONAL expressly acknowledges and agrees that it shall receive no damages for delay. DESIGN PROFESSIONAL'S sole remedy, if any, against OWNER will be the right to seek an extension of time to its Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of DESIGN PROFESSIONAL, the Services to be provided hereunder have been delayed for a total of six (6) months or more, DESIGN PROFESSIONAL'S compensation shall be equitably adjusted, with respect to those Services that have not yet been performed, to reflect the incremental increase in costs actually experienced by DESIGN PROFESSIONAL, if any, as a result of such delays.
- 3.4 Should DESIGN PROFESSIONAL fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner in compliance with this Contract, the Work Authorization and all applicable laws, then, in addition to any other rights or remedies available to OWNER hereunder, OWNER at its sole discretion and option may withhold any and all payments due and owing to DESIGN PROFESSIONAL until such time as DESIGN PROFESSIONAL resumes performance of its obligations hereunder in such a manner so as to establish to OWNER'S satisfaction that DESIGN PROFESSIONAL'S performance is or will shortly be back on schedule and in compliance with this Contract, the Work Authorization and all applicable laws.
- 3.5 Notwithstanding anything herein to the contrary, this Contract may be renewed annually by OWNER at its sole discretion. If OWNER elects not to renew this Contract, it shall send written notice thereof to DESIGN PROFESSIONAL at least ten (10) days prior to the annual anniversary date of this Contract. If OWNER fails to send said written nonrenewal notice as herein provided, OWNER shall be deemed to have elected to renew this Contract. In the event OWNER sends said written nonrenewal notice, OWNER may provide for either the termination or continued performance of any Services under any outstanding Work Authorizations. If OWNER directs DESIGN PROFESSIONAL to continue to perform any such Services, DESIGN PROFESSIONAL shall continue performance of such Services in accordance with OWNER'S directions, and this Contract and the applicable Work Authorization(s) shall continue as to such Services until completion.

## ARTICLE 4

### **COMPENSATION**

- 4.1 Compensation and the manner of payment of such compensation by OWNER for Services rendered hereunder by DESIGN PROFESSIONAL shall be as prescribed in each written Work Authorization. DESIGN PROFESSIONAL agrees to furnish to OWNER, within three (3) days after the end of each calendar month, or as specified in the Work Authorization, a comprehensive and itemized statement of charges for the Services performed and rendered by DESIGN PROFESSIONAL during that time period, and for any OWNER authorized Reimbursable Expenses (as hereinbelow defined), incurred and/or paid by DESIGN PROFESSIONAL during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by OWNER. All such statements shall indicate the Contract Number, Work Authorization Number, Purchase Order Number and Project Site description (School or Facility Name).
- 4.2 The compensation (whether based upon lump sum, hourly, hourly with a cap or some other agreed-upon formula) contained in each separate Work Authorization shall be based on the hourly rates as set forth and identified in **Exhibit D**, which is attached hereto and incorporated herein by this reference (the "Rate Schedule"), for the time reasonably expended by DESIGN PROFESSIONAL'S personnel in performing the Services in accordance with the Schedule, the Contract, and the Work Authorization. The Rate Schedule shall be updated by mutual agreement on a yearly basis, in conjunction with the annual renewal of this Contract provided for in paragraph 3.5 above.
- 4.3 OWNER agrees to reimburse DESIGN PROFESSIONAL for all necessary and reasonable Reimbursable Expenses incurred or paid by DESIGN PROFESSIONAL in connection with DESIGN PROFESSIONAL'S performance of the Services, at its direct cost with no markup, to the extent such reimbursement is permitted in the Work Authorization. For the purposes hereof, the term "Reimbursable Expenses " shall be deemed to include the following unless otherwise agreed to by Owner or set forth in the Work Authorization:
- 4.3.1 All necessary fees paid by DESIGN PROFESSIONAL to governmental authorities having jurisdiction over any Project specified in a Work Authorization, for securing required approval or permitting of the Project or any part of it.
- 4.3.2 The actual, direct cost to DESIGN PROFESSIONAL without markup for necessary copying/reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.
- DESIGN PROFESSIONAL shall obtain the prior written approval of OWNER before incurring any expenses other than the aforesaid Reimbursable Expenses , and absent such prior approval, no expenses incurred by DESIGN PROFESSIONAL will be deemed to be a Reimbursable Expense.
- 4.4 DESIGN PROFESSIONAL shall bear and pay all overhead and other expenses, except for the Reimbursable Expenses specified and defined above, incurred by DESIGN PROFESSIONAL in the performance of the Services.
- 4.5 Prior to authorizing DESIGN PROFESSIONAL to provide any Services or to incur any Reimbursable Expenses under a Work Authorization pursuant to this Contract, OWNER shall request that DESIGN PROFESSIONAL in writing advise OWNER of (i) the estimated time required of DESIGN PROFESSIONAL'S personnel and the estimated fees thereof for the proposed Services to be specified in the Work Authorization; and (ii) the estimated charge to OWNER for the Reimbursable Expenses applicable to the contemplated Services to be

performed by DESIGN PROFESSIONAL under the proposed Work Authorization. DESIGN PROFESSIONAL shall promptly supply such estimate to OWNER based on DESIGN PROFESSIONAL'S good faith analysis.

- 4.6 DESIGN PROFESSIONAL agrees that, with respect to any subconsultant or subcontractor to be utilized by DESIGN PROFESSIONAL under any particular Work Authorization, DESIGN PROFESSIONAL shall be limited to a maximum markup of 4 % on the fees and expenses associated with such subconsultants and subcontractors.

## **ARTICLE 5**

### **OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY**

- 5.1 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 the subject Project by the DESIGN PROFESSIONAL and its consultants. The DESIGN PROFESSIONAL agrees to, and DESIGN PROFESSIONAL and its consultants shall be deemed to have prepared their respective Instruments of Service as architectural works and works made for hire as defined in 17 U.S.C. §§ 101, 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.
- 5.2 DESIGN PROFESSIONAL hereby 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 Contract. The DESIGN PROFESSIONAL shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Contract. The DESIGN PROFESSIONAL warrants (and shall cause each of the DESIGN PROFESSIONAL consultants to warrant also) that this transfer of copyright and other rights is valid against the world.
- 5.3 The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. However, the DESIGN PROFESSIONAL will retain all rights to any pre-existing intellectual property or standard construction details or conventions contained in the Instruments of Service.
- 5.4 All licenses granted herein or pursuant to this Contract are worldwide, perpetual and irrevocable and shall continue even in the event this Contract expires or is terminated for any reason. DESIGN PROFESSIONAL hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by OWNER in the event of any such expiration or termination; provided, however, DESIGN PROFESSIONAL shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals. This paragraph shall survive the expiration or termination of this Contract.
- 5.5 DESIGN PROFESSIONAL, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Contract for any reason, shall take all steps

reasonably required by OWNER to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights OWNER has, is due, or may have under or pursuant to this Contract, and shall do so at no additional charge to OWNER. This paragraph shall survive the expiration or termination of this Contract.

- 5.6 The Owner hereby grants to the DESIGN PROFESSIONAL a nonexclusive license to reproduce such documents for purposes relating directly to the DESIGN PROFESSIONAL's performance of any Project, for the DESIGN PROFESSIONAL's archival records, and for the DESIGN PROFESSIONAL's reproduction of drawings and photographs for the DESIGN PROFESSIONAL's marketing materials provided that the content of those materials, as to each such 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 or unless otherwise required by law. The publication of the DESIGN PROFESSIONAL materials shall not include the Owner's confidential or proprietary information.
- 5.7 DESIGN PROFESSIONAL shall, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Contract for any reason, or upon completion of the Project should no such request be made by the OWNER, provide to OWNER (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by DESIGN PROFESSIONAL from DESIGN PROFESSIONAL's consultants pursuant to Paragraph 6.1, and (iii) a written license from DESIGN PROFESSIONAL to OWNER pursuant to Paragraph 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. DESIGN PROFESSIONAL shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify OWNER in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by DESIGN PROFESSIONAL, the hard paper copy shall control. This paragraph shall survive the expiration or termination of this Contract.

## **ARTICLE 6**

### **MAINTENANCE OF RECORDS**

- 6.1 DESIGN PROFESSIONAL shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by DESIGN PROFESSIONAL for a minimum of three (3) years from the date of termination of this Contract or the date the Services under each Work Authorization are completed, or such longer period of time as may be required by this Contract or applicable law, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours. This paragraph shall survive the expiration or termination of this Contract.
- 6.2 The records specified above in paragraph 6.1 include accurate time records, which DESIGN PROFESSIONAL agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of DESIGN PROFESSIONAL in performing the Services and therein specifying the work performed by each, with all such time records to be kept within one-half of an hour. At the request of OWNER, or as specified in the Work Authorization, DESIGN PROFESSIONAL shall furnish to OWNER any of the aforesaid time records, as well as invoices or proofs showing DESIGN PROFESSIONAL'S incurrence and/or payment of any Reimbursable Expenses.

## **ARTICLE 7**

### **INDEMNITY**

- 7.1 To the fullest extent permitted by law, the DESIGN PROFESSIONAL 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, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the DESIGN PROFESSIONAL or other persons employed or utilized by the DESIGN PROFESSIONAL in the performance of the Contract. In the event the OWNER is alleged to be liable on account of alleged acts or omissions, or both, of the DESIGN PROFESSIONAL, the DESIGN PROFESSIONAL shall defend such allegations through counsel chosen by the OWNER, and the DESIGN PROFESSIONAL shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The DESIGN PROFESSIONAL shall not be required to indemnify or hold harmless the OWNER against claims for damages, losses, or expenses, including attorneys' fees, to the extent caused by or resulting from the negligence of the OWNER.

## **ARTICLE 8**

### **ERRORS AND OMISSIONS INSURANCE**

- 8.1 The DESIGN PROFESSIONAL shall obtain and maintain, at its sole cost and expense, the following errors and omissions insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of each Project:
- 8.1.1 Within five (5) days after the execution of this Contract the DESIGN PROFESSIONAL shall file with the Owner the certificate from an insurance company authorized to do business in the State of Georgia showing issuance to DESIGN PROFESSIONAL of errors and omissions insurance (professional liability insurance) with minimum limits per claim of 20% of the stated cost limitation set forth in the Work Authorization but not less than the minimum limits of \$2,000,000 per claim coverage, \$2,000,000 aggregate. Such errors and omissions insurance shall have a deductible amount of no more than \$50,000 per claim unless a different deductible amount is (i) agreed upon in writing by the Owner and (ii), if necessary for the benefit of the Owner, approved by the Georgia Department of Education.
- 8.1.2 The insurance policy maintained in accordance with this Contract shall contain an endorsement providing thirty (30) days' notice to the Owner prior to any cancellation of said policy. Said policy shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

## **ARTICLE 9**

### **OTHER INSURANCE**

- 9.1 The Architect shall also obtain and maintain, at its sole cost and expense, all insurance in accordance with the requirements of **Exhibit E** attached hereto and incorporated herein by reference.

## **ARTICLE 10**

### **SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF**

- 10.1 The Services to be performed hereunder shall be performed by the staff, subconsultants and subcontractors identified in **Exhibit C** attached hereto and incorporated herein by reference, unless otherwise authorized in writing by OWNER. The employment of, contract with, or use of the services of any other person or firm by DESIGN PROFESSIONAL, as independent consultant or otherwise, shall be subject to the prior written approval of OWNER. No provision of this Contract shall, however, be construed as constituting an agreement between OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against OWNER.

## **ARTICLE 11**

### **WAIVER OF CLAIMS**

- 11.1 DESIGN PROFESSIONAL'S acceptance of final payment for Services provided under any Work Authorization shall constitute a full waiver of any and all claims by it against OWNER arising out of the Work Authorization or otherwise related to those Services, except those previously made in writing and identified by DESIGN PROFESSIONAL as unsettled at the time of the final payment. DESIGN PROFESSIONAL agrees to execute such lien waivers and other necessary documentation reasonably required by OWNER in order to waive such claims of record. Neither the acceptance of DESIGN PROFESSIONAL'S Services nor payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against DESIGN PROFESSIONAL.

## **ARTICLE 12**

### **TERMINATION OR SUSPENSION**

- 12.1 This Contract is a "continuing contract" for the services of DESIGN PROFESSIONAL. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Contract by giving to the other party not less than sixty (60) days' prior written notice of such termination. Upon this Contract being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Contract subsequent to the date of termination except for those provisions expressly stated to survive the expiration or termination of this Contract, and except that Owner may require that Services specified to be performed under a previously issued Work Authorization shall proceed to completion under the terms of this Contract.
- 12.2 DESIGN PROFESSIONAL shall be considered in material default of this Contract and such default will be considered cause for OWNER to terminate this Contract and any Work Authorizations in effect, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Contract within the times specified under the Work Authorization(s), or (b) failure to properly and timely perform the Services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by DESIGN PROFESSIONAL or by any of DESIGN PROFESSIONAL'S principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations, OWNER's policies and procedures or other codes of conduct, or (e) DESIGN PROFESSIONAL otherwise materially breaches this Contract including the terms of any Work Authorization. OWNER may so terminate this Contract, in whole or in part, by giving DESIGN PROFESSIONAL five (5) business days' written notice.

- 12.3 If, after notice of termination of this Contract as provided for in Paragraph 12.2 above, it is determined for any reason that DESIGN PROFESSIONAL was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against DESIGN PROFESSIONAL provided for in Paragraph 12.2, and the parties mutually agree to such determination in writing, then the notice of termination given pursuant to Paragraph 12.2 shall be deemed to be the notice of termination provided for in Paragraph 12.4 below and DESIGN PROFESSIONAL'S remedies against OWNER shall be the same as and limited to those afforded DESIGN PROFESSIONAL under Paragraph 12.4 below.
- 12.4 Notwithstanding anything herein to the contrary (including the provisions of Paragraph 12.1 above), OWNER shall have the right to terminate this Contract and any Work Authorization(s) then in effect, in whole or in part, with or without cause upon five (5) business days' written notice to DESIGN PROFESSIONAL. In the event of such termination for convenience, DESIGN PROFESSIONAL'S recovery against OWNER shall be limited to that portion of DESIGN PROFESSIONAL'S compensation earned through the date of termination, for any Work Authorizations so cancelled, together with any retainage withheld and any costs reasonably incurred by DESIGN PROFESSIONAL that are directly attributable to the termination, but DESIGN PROFESSIONAL shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on Services not required to be performed.
- 12.5 Upon termination, DESIGN PROFESSIONAL shall deliver to OWNER, as set forth in Paragraph 5.1 herein, all papers, records, documents, Auto CADD files, drawings, calculations, models, and other materials in DESIGN PROFESSIONAL'S possession or control arising out of or relating to this Contract.
- 12.6 OWNER shall have the authority to suspend all or any portions of the Services to be provided by DESIGN PROFESSIONAL hereunder upon giving DESIGN PROFESSIONAL two (2) business days' prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, DESIGN PROFESSIONAL'S sole and exclusive remedy shall be to seek an extension of time to its Schedule subject to the procedures set forth in Article 3 herein.

### **ARTICLE 13**

#### **PROHIBITION AGAINST CONTINGENT FEES**

- 13.1 The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 14**

#### **CONFLICT OF INTEREST**

- 14.1 DESIGN PROFESSIONAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. DESIGN PROFESSIONAL further represents that no persons having any such interest shall be employed to perform those Services.

## **ARTICLE 15**

### **APPLICABLE LAW**

- 15.1 This Contract shall be governed and construed under the laws 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. DESIGN PROFESSIONAL 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 16**

### **SUCCESSORS AND ASSIGNS**

- 16.1 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, this Contract shall be binding upon each party and its respective successors, assigns and legal representatives.

## **ARTICLE 17**

### **NO THIRD-PARTY BENEFICIARIES**

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

## **ARTICLE 18**

### **COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER**

- 18.1 In the event the Owner gives the DESIGN PROFESSIONAL written notice that Owner will employ the services of a program manager or construction manager, then the terms of this Article 18 shall apply to the services provided by the DESIGN PROFESSIONAL.
- 18.2 In the event the Owner gives the DESIGN PROFESSIONAL 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".
- 18.3 The DESIGN PROFESSIONAL shall fully cooperate with the Owner's program manager ("Program Manager") and, if applicable, the construction manager ("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.
- 18.4 The DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL hereinabove, the DESIGN PROFESSIONAL's role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.

- 18.5 The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'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 19**

##### **ASBESTOS STATEMENT**

- 19.1 The DESIGN PROFESSIONAL shall sign and deliver to the Owner the Asbestos Exclusion Certification, attached hereto as **Exhibit F** and incorporated herein by reference, or in such other form as may be required by Owner or the Georgia Department of Education, at such time as the Owner may require.

#### **ARTICLE 20**

##### **MANDATORY ADDENDUM TO THE OWNER/DESIGN PROFESSIONAL AGREEMENT**

- 20.1 Pursuant to the requirements of the Georgia Department of Education, the "Mandatory Addendum to the Owner/Design Professional Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds" attached hereto as **Exhibit H** is hereby incorporated herein and made a part hereof to the extent that the DESIGN PROFESSIONAL'S Services are for the design and supervision of a state-funded capital outlay construction project.

#### **ARTICLE 21**

##### **ENTIRE AGREEMENT**

- 21.1 With the exception of any future Work Authorizations, which are incorporated herein by reference, this Contract constitutes the entire and exclusive agreement between the parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements between the parties, whether oral or written.

#### **ARTICLE 22**

##### **MODIFICATION**

- 22.1 No modification, amendment, or change to this Contract shall be valid or binding upon the parties unless in writing and executed by both OWNER and the DESIGN PROFESSIONAL.

#### **ARTICLE 23**

##### **NOTICES AND ADDRESS OF RECORD**

- 23.1 All notices required or permitted pursuant to this Contract to be given by DESIGN PROFESSIONAL to OWNER shall be in writing and shall be delivered by hand or by United States Postal Service, first class registered or certified mail, postage pre-paid, return receipt requested, or by overnight delivery by a nationally recognized carrier such as FedEx or UPS, addressed to the following OWNER'S address of record:

DeKalb County School District Facilities Services  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, Georgia 30084  
Attention: Chief Operating Officer

- 23.2 All notices required or permitted pursuant to this Contract to be given by OWNER to DESIGN PROFESSIONAL shall be made in writing and shall be delivered by hand or by the United States Postal Service, first class registered or certified mail, postage pre-paid, return receipt requested, or by overnight delivery by a nationally recognized carrier such as FedEx or UPS, addressed to the following DESIGN PROFESSIONAL'S address of record:

**Gardner Spencer Smith Tench & Jarbeau, P.C.  
3340 Peachtree Rd NE, Ste 1800  
Atlanta, GA 30326**

**ATTENTION: David Tench**

- 23.3 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.
- 23.4 All notices shall be deemed received, whether or not actually received: i) if by personal delivery, on the date of acceptance or refusal of such delivery, ii) if by registered or certified mail, three (3) business days after deposit with the United States Postal Service, and iii) if by overnight delivery, one (1) business day after deposit with the overnight delivery service.

## **ARTICLE 24**

### **MISCELLANEOUS**

- 24.1 Throughout the performance of its duties under this Contract, the DESIGN PROFESSIONAL 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 (as defined in Paragraph 18 hereof), 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 and any applicable municipality.
- 24.2 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day. The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by OWNER.
- 24.3 In addition to, and not in limitation of, the DESIGN PROFESSIONAL's other obligations under this Contract, the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL or its consultant(s).
- 24.4 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 DESIGN PROFESSIONAL's services, the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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

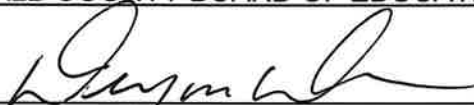
order. The parties shall share the responsibility for the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 24.5 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT REQUIREMENTS. DESIGN PROFESSIONAL certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90, *et seq.* DESIGN PROFESSIONAL warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." DESIGN PROFESSIONAL further agrees that if it contracts for the physical performance of Services in satisfaction of this Contract, it will do so only with firms who present an affidavit as required by O.C.G.A. § 13-10-91. Design Professional warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of Services in satisfaction of this Contract. The DESIGN PROFESSIONAL shall sign and deliver to the Owner a Design Professional Affidavit, in the form attached hereto as **Exhibit I** and shall have any subcontractors sign and deliver to the DESIGN PROFESSIONAL a Subcontractor Affidavit in the form attached hereto as **Exhibit J**.
- 24.6 DESIGN PROFESSIONAL acknowledges that pursuant to state law, as well as OWNER's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of the site of any Project. Grantee shall comply with all relevant laws, rules and regulations, including without limitation, the aforementioned state law, in the performance of any activities on the site.
- 24.6 No failure of OWNER to exercise any power given OWNER under this Contract, or to insist upon strict compliance by DESIGN PROFESSIONAL of DESIGN PROFESSIONAL's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of OWNER's right to demand strict compliance with the terms hereof.
- 24.7 OWNER shall be excused from the performance of any of its obligations under this Contract for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of OWNER.
- 24.8 If any clause or provision of this Contract is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Contract and the unaffected terms and provisions shall remain in full force and effect.
- 24.9 Each covenant, agreement, obligation or other provision of this Contract on DESIGN PROFESSIONAL's part to be performed shall be deemed and construed as independent covenants of DESIGN PROFESSIONAL, not dependent on any other provisions of this Contract.
- 24.10 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Contract, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.
- 24.11 Each individual executing this Contract on behalf of DESIGN PROFESSIONAL represents and warrants that he or she is duly authorized to execute this Contract on behalf of DESIGN PROFESSIONAL, and that DESIGN PROFESSIONAL has full right and authority to execute and deliver this Contract.

***[SIGNATURES ON NEXT PAGE]***

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature]

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

By:   
[Signature]

Dr. Devon Q. Horton, Superintendent  
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

6-25-24  
[Date of Execution]

  
Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

CARDMAN SPENCER SMITH TENCH & JARBEAU  
[Typed Name]

By:   
[Signature]

DAVID W. TENCH AIA V.P. PRINCIPAL  
[Printed Name, Title]

3340 PEACHTREE ROAD NE SUITE 1000  
ATLANTA, GA 30326  
[Printed Address]

5-21-24  
[Date of Execution]

**EXHIBIT "A"**

**LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT**

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

Revised Appendix B Design Review-Minimum Submittal Requirements (SCL<\$5M)  
(11 pages)

**B. Professional Architectural and Engineering Services**

Revised Appendix C1 DCSD Elementary School Educational Specifications (9 pages)

**C. Professional Architectural and Engineering Services**

Revised Appendix C2 DCSD Middle School Educational Specifications (9 Pages)

**D. Professional Architectural and Engineering Services**

Revised Appendix C3 DCSD High School Educational Specifications (8 Pages)

**E. Professional Architectural and Engineering Services**

Revised Appendix D Design Guidelines (54 Pages)

**F. Professional Architectural and Engineering Services Mandatory Pre-Proposal  
Conference Meeting Minutes (4 Pages)**

**G. Professional Architectural and Engineering Services Mandatory Pre-Proposal  
Conference Sign-In Sheet (5 Pages)**

Addendum No. 3 Dated January 24, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

RFC No. 1 (2 Pages)

## EXHIBIT "B"

### WORK AUTHORIZATION FORM

This Work Authorization, dated \_\_\_\_\_ 20\_\_\_\_\_, is hereby issued pursuant to that certain Continuing Contract for Professional Services ("Contract"), dated \_\_\_\_\_ 20\_\_\_\_\_, between The DeKalb County Board of Education ("Owner") and \_\_\_\_\_ ("Design Professional").

All terms used herein shall have the same meaning as defined in the Contract unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, Owner and Design Professional agree as follows:

#### PROJECT NAME AND NUMBER

Owner is undergoing a project for the \_\_\_\_\_ ***[describe project]*** known as \_\_\_\_\_ ***[school or facility name/project name]*** and having project number \_\_\_\_\_ ***[project number, if applicable]*** (hereinafter, the "Project").

#### SCOPE OF SERVICES

Owner hereby authorizes Design Professional to provide the following Services for the Project:

#### SCHEDULE

The Services under this Work Authorization shall commence by \_\_\_\_\_ and shall be completed by \_\_\_\_\_. A detailed Services schedule is attached.

#### COMPENSATION

The compensation for the Services under this Work Authorization shall be as follows:

**EXHIBIT "C"**

**STAFFING SCHEDULE**

| <b><u>Name</u></b>  | <b><u>Function</u></b>             |
|---------------------|------------------------------------|
| David Tench         | Principal-in-Charge                |
| Keith Solomon       | Project Manager/Construction Admin |
| Joelle Tambuatco    | Project Architect                  |
| Cody Steele         | Architectural Associate            |
| Anya Ray            | Architectural Associate            |
| Sherry Friedenberg  | Interior Design                    |
| Civil:              | Breedlove Land Planning            |
| Structural:         | Alpha Omega Engineering            |
| Mechanical:         | Hammond & Associates               |
| Plumbing:           | Hammond & Associates               |
| Electrical:         | Hammond & Associates               |
| Kitchen Consultant: | Camacho Associates                 |

## EXHIBIT "D"

### RATE SCHEDULE

#### ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 1 of 5

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

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

Gardner Spencer Smith Tench & Jarbeau, P.C.

*[legal name of Architect]*

3340 Peachtree Rd NE Ste 1800

Atlanta, GA 30326

*[address of Architect]*

(404) 522-8805 ext. 3

*[telephone number of Architect]*

dtench@gssj.com

*[email address of Architect]*

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Continuing Contract Form for Professional Services between the DeKalb County Board of Education and the Architect; (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. N/A Architectural/Engineering Services** 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. Please provide the hourly rates as required in Section 4.2. of the Agreement (Appendix I) in the following manner are indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

| <b>Title/Position</b>                  | <b>Hourly Rate</b>     |
|----------------------------------------|------------------------|
| Principal:                             | \$ <u>165</u> per hour |
| Director:                              | \$ <u>125</u> per hour |
| Sr. Project Architect/Project Manager: | \$ <u>110</u> per hour |
| Project Architect:                     | \$ <u>105</u> per hour |
| Project Manager:                       | \$ <u>105</u> per hour |
| Project Coordinator:                   | \$ <u>90</u> per hour  |
| Interior Designer:                     | \$ <u>110</u> per hour |
| Project Captain:                       | \$ <u>100</u> per hour |
| Technical Staff:                       | \$ <u>90</u> per hour  |
| Contract Administrator:                | \$ <u>85</u> per hour  |
| Clerical:                              | \$ <u>55</u> per hour  |

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 2 of 5

|                                 |                 |
|---------------------------------|-----------------|
| Estimator:                      | \$ 85 per hour  |
| Scheduler:                      | \$ 75 per hour  |
| Designer:                       | \$ 90 per hour  |
| CADD:                           | \$ 80 per hour  |
| Civil Engineer                  | \$ 110 per hour |
| Junior Civil Engineer           | \$ 93 per hour  |
| Civil Draftsman                 | \$ 80 per hour  |
| Structural Engineer             | \$ 110 per hour |
| Junior Structural Engineer      | \$ 93 per hour  |
| Structural Draftsman            | \$ 80 per hour  |
| Mechanical Engineer             | \$ 110 per hour |
| Junior Mechanical Engineer      | \$ 93 per hour  |
| Mechanical Draftsman            | \$ 80 per hour  |
| Electrical Engineer             | \$ 110 per hour |
| Junior Electrical Engineer      | \$ 93 per hour  |
| Electrical Draftsman            | \$ 80 per hour  |
| Fire Protection Engineer        | \$ 110 per hour |
| Junior Fire Protection Engineer | \$ 93 per hour  |
| Fire Protection Draftsman       | \$ 80 per hour  |
| FF&E Coordinator                | \$ 75 per hour  |
| Others as appropriate           | \$ n/a per hour |

- b. Please provide a list of Design Professional's senior staff, subconsultants and subcontractors who will be assigned to provide the services required under this contract. This list will be included as Exhibit C in the contract.

| <u>NAME</u>                           | <u>FUNCTION</u>                                    |
|---------------------------------------|----------------------------------------------------|
| <u>David Tench, GSST&amp;J</u>        | <u>Principal-in-Charge</u>                         |
| <u>Keith Solomon, GSST&amp;J</u>      | <u>Project Manager/Construction Administration</u> |
| <u>Joelle Tambuatco, GSST&amp;J</u>   | <u>Project Architect</u>                           |
| <u>Cody Steele, GSST&amp;J</u>        | <u>Architectural Associate</u>                     |
| <u>Anya Ray, GSST&amp;J</u>           | <u>Architectural Associate</u>                     |
| <u>Sherry Friedenberg, GSST&amp;J</u> | <u>Interior Design</u>                             |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 3 of 5

Civil: Chip Brown/Chuck Moore – Breedlove Land Planning

Structural: Jason Baines -- Alpha Omega Engineering

Mechanical: Nathan Hammond/Stephen Farquharson -- Hammond & Associates

Plumbing: Nathan Hammond/Stephen Farquharson -- Hammond & Associates

Electrical: Nathan Hammond/Stephen Farquharson -- Hammond & Associates

Kitchen Consultant: James Camacho -- Camacho Associates

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:  
[insert the number and date of each Addendum; if none, insert "None"]  
1 (1/8/24); 2 (1/12/24); 3 (1/24/24)
- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 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.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

- (1) Architect has read and understands the Proposal Documents and the Proposal is made in accordance therewith;
- (2) Architect has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Design Services or the Work for which the Proposal is submitted;
- (3) the Proposal is based upon furnishing all of the Design Services and the Work, and other things required by the Proposal Documents; and
- (4) all facts stated in the Proposal are true and correct.

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

Gardner Spencer Smith Tench & Jarbeau, P.C.

*[typed name of Architect]*

By:  [seal]

*[signature]*

David W. Tench, Vice-President/Principal

*[typed name and title]*

3340 Peachtree Rd NE Ste 1800

Atlanta, GA 30326

*[address of Architect]*

(404) 522-8805 ext. 3

*[business telephone number]*

January 30, 2024

*[date of execution]*

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



Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 5 of 5

**(For Joint Venture Proposals)**

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

Respectfully submitted \_\_\_\_\_  
[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]

## **EXHIBIT "E"**

### **OTHER INSURANCE**

1.1 The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL 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 8 of the Contract.

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 DESIGN PROFESSIONAL waive all rights against (1) each other and any of their subcontractors, subconsultants, agents and employees, each of the other, and (2) the Contractor, the Contractor subcontractors, if any, and any of their subcontractors, sub-contractors, agents and employees, for damages caused by fire or other causes of loss to the extent fully covered by property insurance obtained pursuant to Paragraph 1.1.2(e) above or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the DESIGN PROFESSIONAL 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" DESIGN PROFESSIONAL'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 evidenced 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 DESIGN PROFESSIONAL and any of its subcontractors or subconsultants shall be primary to and 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 DESIGN PROFESSIONAL and any of its subcontractors and subconsultants have been exhausted.

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

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

**EXHIBIT "F"**

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

In compliance with Asbestos Hazard Emergency Response Act (AHERA) Part 763 "Asbestos", Subpart E "Asbestos-Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a) (7), I \_\_\_\_\_, the Design Professional  
**(Design Professional)**

of record for \_\_\_\_\_, \_\_\_\_\_  
**(Project Name) (Substantial Completion Date)**

located in \_\_\_\_\_, \_\_\_\_\_ (the "Project")  
**(School System Name) (State Project Number)**

certify that ***[initial one of the following]:***

(i) to my actual knowledge, no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document for the Project. ***[initial if applicable]:*** \_\_\_\_\_

or

(ii) to the best of my knowledge, no ACBM was used as a building material on the Project. ***[initial if applicable]:*** \_\_\_\_\_

\_\_\_\_\_  
**(Architectural or Engineering Firm)**

\_\_\_\_\_  
**(Signature of Architect or Engineer)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Georgia Architectural or Engineering License Number)**

\_\_\_\_\_  
**(Seal and Signature)**

EXHIBIT "G"

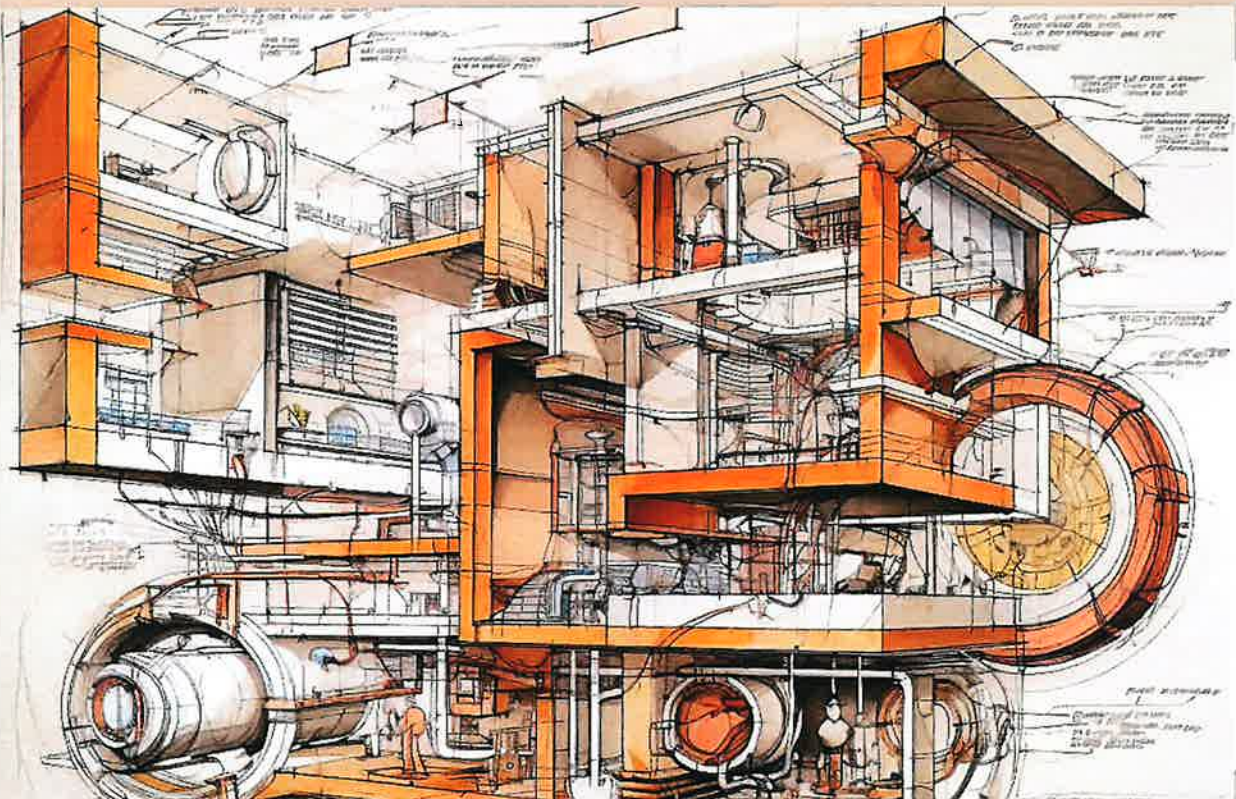
DESIGN PROFESSIONAL PROPOSAL

# REQUEST FOR QUALIFICATIONS

RFQ No. 24-752-017

Professional Architectural/  
Engineering Services

FEBRUARY 1, 2024



Gardner Spencer Smith Tench & Jarbeau

## 4.1 LETTER OF INTEREST

Gardner  
Spencer  
Smith  
&  
Tench &  
Jarbeau

January 30, 2024

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

RE: Request for Qualifications (RFQu) No. 24-752-017 Professional Architectural/Engineering Services

Dear Selection Committee Members,

Gardner Spencer Smith Tench & Jarbeau is dedicated to meeting the requirements outlined in your Request for Proposal for Architectural and Engineering Services and is eager to present our qualifications. We believe that our extensive project experience, combined with our track record of success in K-12 projects, makes our firm an ideal partner for your important projects. We have described the organization, processes, and tools that we will use to provide you with a collaborative and creative team throughout our proposal.

We believe in proactive participation and delivering the highest levels service. Over our 40 years in business, our commitment to our clients has never wavered. *Client first. Quality. Hands-on approach. Collaboration.* These values are the foundation for all our services. Over 80% of our Owners are repeat clientele, and we continue to design projects that are sustainable, on-time, in-budget, and with the highest quality of customer service. We are committed to delivering a collaborative and innovative effort throughout the design and engineering services for the DeKalb County School District (DCSD).

Our firm is composed of a rich mix of working principals – all of whom have worked together for over 30 years. Joe Gardner, founding principal, started the company in 1983. Ownership was expanded internally to include Randy Smith in 1987, David Tench in 1996, and Keith Solomon in 2016. All are currently full partners in the firm. One Tower Place in Buckhead, 3340 Peachtree Road NE, Suite 1800, Atlanta, Georgia 30326, is where our office is located. Our main telephone number is (404) 522-8805. At Gardner Spencer Smith Tench & Jarbeau, we prioritize proactive participation and strive to provide unparalleled service.

We are eagerly looking forward to the opportunity to partner with DCSD. Our firm hopes you find our submittal to be responsive to each of the stated criteria contained in RFQu No. 24-752-017. Thank you for considering our proposal. Should you have any questions or require additional information, please do not hesitate to contact me at (404) 522-8805 ext. 3 or [dtench@gsstj.com](mailto:dtench@gsstj.com). With sincere appreciation for your kind consideration of our firm's qualifications and experience, I am

Warm regards,



David W. Tench, Vice-President/Principal

3340 Peachtree Rd NE Ste 1800 | Atlanta, GA 30326 | (404) 522-8805 | [www.gsstj.com](http://www.gsstj.com)

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## 4.3 COMPLIANCE INFORMATION

### 4.3.1 Georgia Secretary of State Certification

#### 4.3.1.1 Legal Name of Entity

**Gardner Spencer Smith Tench & Jarbeau, P.C.** (GSST&J) is a Georgia Professional Corporation.

#### 4.3.1.2 Georgia Secretary of State Certification

### STATE OF GEORGIA

#### Secretary of State

##### Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

#### Annual Registration

\*Electronically Filed\*

Secretary of State

Filing Date: 01/08/2024 12:57:17

#### BUSINESS INFORMATION

BUSINESS NAME : GARDNER SPENCER SMITH TENCH & JARBEAU, P.C.  
CONTROL NUMBER : J315213  
BUSINESS TYPE : Domestic Profit Corporation  
ANNUAL REGISTRATION PERIOD : 2024

#### BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 50 Hurt Plaza, SE, STE 1100, ATLANTA, GA, 30303-1800, USA  
REGISTERED AGENT NAME : David W. Tench  
REGISTERED OFFICE ADDRESS : Tower Place Building 3340 Peachtree Road NE, Suite 1800, Atlanta, GA, 30326-1064, USA  
REGISTERED OFFICE COUNTY : Fulton  
OFFICER :  
TITLE : ADDRESS :  
B RANDALL SMITH : Secretary : 127 PEACHTREE ST NE STE 1020, ATLANTA, GA, 30303, USA  
GARDNER JOSEPH G., JR. : CFO : 127 PEACHTREE ST NE STE 1020, ATLANTA, GA, 30303, USA  
GARDNER, JOSEPH G., JR. : CEO : 127 PEACHTREE ST NE STE 1020, ATLANTA, GA, 30303, USA

#### UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : Tower Place 100, 3340 Peachtree Road NE, Suite 1800, Atlanta, GA, 30326-1064, USA  
REGISTERED AGENT NAME : David W. Tench  
REGISTERED OFFICE ADDRESS : Tower Place 100, 3340 Peachtree Road NE, Suite 1800, Atlanta, GA, 30326-1064, USA  
REGISTERED OFFICE COUNTY : Fulton  
OFFICER :  
TITLE : ADDRESS :  
B RANDALL SMITH : Secretary : Tower Place 100, 3340 Peachtree Rd NE, Suite 1800, ATLANTA, GA, 30326-1064, USA  
GARDNER JOSEPH G., JR. : CFO : Tower Place 100, 3340 Peachtree Rd NE, Suite 1800, ATLANTA, GA, 30326-1064, USA  
GARDNER, JOSEPH G., JR. : CEO : Tower Place 100, 3340 Peachtree Rd NE, Suite 1800, ATLANTA, GA, 30326-1064, USA

#### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : David W. Tench AIA  
AUTHORIZER TITLE : Officer

RFQU NO. 24-752-017

1

## 4.3 COMPLIANCE INFORMATION

### 4.3.1 Georgia Secretary of State Certification

#### City of Atlanta Business License

|                                                                                                                                                                    |                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
|  <b>CITY OF ATLANTA</b><br>55 Trinity Avenue SW<br>Suite 1350<br>Atlanta GA 30303 | <b>OCCUPATION TAX REGISTRATION CERTIFICATE</b><br>VALID ONLY WHEN OCCUPATION REGISTRATION TAX<br>REQUIREMENTS ARE PAID |
| Business Name: GARDNER SPENCER SMITH TENCH                                                                                                                         | Business Type(s): 541310 Architectural Services                                                                        |
| Business Location: 3340 PEACHTREE RD NE SUITE 1800<br>ATLANTA, GA 30326                                                                                            | Mailing Address: 3340 PEACHTREE RD NE SUITE 1800<br>ATLANTA, GA 30326                                                  |
| Owner:                                                                                                                                                             | License Type: General Business License                                                                                 |
| License Number: LGB-069953-2020                                                                                                                                    | Classification: Professional/Scientific/Technical Services                                                             |
| Issued Date: 1/8/2024                                                                                                                                              |                                                                                                                        |
| Expiration Date: 12/31/2024                                                                                                                                        |                                                                                                                        |

*Mohamed Balla*  
Mohamed Balla, 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 LICENSES, 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.

DO NOT POSTED IN A CONSPICUOUS PLACE

### 4.3.2 Licensing

#### 4.3.2.1 Current Georgia Professional Registration



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: David W Tench

Address:

Atlanta GA 30341

##### Primary Source License Information

|            |           |             |                               |                    |                      |
|------------|-----------|-------------|-------------------------------|--------------------|----------------------|
| Lic #:     | RA008826  | Profession: | Architect / Interior Designer | Type:              | Registered Architect |
| Secondary: |           | Method:     | Conversion                    | Status:            | Active               |
| Issued:    | 9/22/1988 | Expires:    | 6/30/2025                     | Last Renewal Date: | 4/19/2023            |

##### Associated Licenses

No Prerequisite Information

##### Public Board Orders

Please see Documents section below for any Public Board Orders

##### Other Documents

No Other Documents

RFQU NO. 24-752-017

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## 4.3 COMPLIANCE INFORMATION

### 4.3.2 Licensing

#### 4.3.2.1 Current Georgia Professional Registration



### PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: Joëlle Marguerite Tambuatco

Address:

Roswell GA 30075

##### Primary Source License Information

|            |           |             |                               |                    |                      |
|------------|-----------|-------------|-------------------------------|--------------------|----------------------|
| Lic #:     | RA013702  | Profession: | Architect / Interior Designer | Type:              | Registered Architect |
| Secondary: |           | Method:     | Examination                   | Status:            | Active               |
| Issued:    | 8/14/2013 | Expires:    | 6/30/2025                     | Last Renewal Date: | 6/28/2023            |

##### Associated Licenses

No Prerequisite Information

##### Public Board Orders

Please see Documents section below for any Public Board Orders

##### Other Documents

No Other Documents



### PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: Jason Paul Balnes

Address:

Centerville GA 30120

##### Primary Source License Information

|            |           |             |                            |                    |                     |
|------------|-----------|-------------|----------------------------|--------------------|---------------------|
| Lic #:     | SE000898  | Profession: | Engineers / Land Surveyors | Type:              | Structural Engineer |
| Secondary: |           | Method:     | Affidavit                  | Status:            | Active              |
| Issued:    | 2/12/2021 | Expires:    | 12/31/2024                 | Last Renewal Date: | 12/29/2023          |

##### Associated Licenses

No Prerequisite Information

##### Public Board Orders

Please see Documents section below for any Public Board Orders

##### Other Documents

No Other Documents

RFQU NO. 24-752-017

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## 4.3 COMPLIANCE INFORMATION

### 4.3.2 Licensing

#### 4.3.2.1 Current Georgia Professional Registration



### PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: Hugh Oren Brown

Address:

Locust Grove GA 30248

##### Primary Source License Information

|            |            |             |                      |                    |                     |
|------------|------------|-------------|----------------------|--------------------|---------------------|
| Lic #:     | LA001062   | Profession: | Landscape Architects | Type:              | Landscape Architect |
| Secondary: |            | Method:     | Examination          | Status:            | Active              |
| Issued:    | 10/25/1996 | Expires:    | 12/31/2024           | Last Renewal Date: | 12/20/2022          |

##### Associated Licenses

No Prerequisite Information

##### Public Board Orders

Please see Documents section below for any Public Board Orders

##### Other Documents

No Other Documents



### PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: Charles Eugene Moore

Address:

Stuyves GA 30082

##### Primary Source License Information

|            |           |             |                            |                    |                       |
|------------|-----------|-------------|----------------------------|--------------------|-----------------------|
| Lic #:     | PE043000  | Profession: | Engineers / Land Surveyors | Type:              | Professional Engineer |
| Secondary: |           | Method:     | Examination                | Status:            | Active                |
| Issued:    | 12/6/2016 | Expires:    | 12/31/2024                 | Last Renewal Date: | 11/8/2023             |

##### Associated Licenses

No Prerequisite Information

##### Public Board Orders

Please see Documents section below for any Public Board Orders

##### Other Documents

No Other Documents

RFQU NO. 24-752-017

4

## 4.3 COMPLIANCE INFORMATION

### 4.3.2 Licensing

#### 4.3.2.1 Current Georgia Professional Registration



### PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: Nathaniel Decarant Hammond

Address:

Cumming GA 30040

##### Primary Source License Information

|            |           |             |                            |                    |                       |
|------------|-----------|-------------|----------------------------|--------------------|-----------------------|
| Lic #:     | PE047480  | Profession: | Engineers / Land Surveyors | Type:              | Professional Engineer |
| Secondary: |           | Method:     | Examination                | Status:            | Active                |
| Issued:    | 8/30/2021 | Expires:    | 12/31/2024                 | Last Renewal Date: | 12/21/2023            |

##### Associated Licenses

No Prerequisite Information

##### Public Board Orders

Please see Documents section below for any Public Board Orders

##### Other Documents

No Other Documents

### 4.3.3 Years in Business

#### 4.3.3.1 Number of Years in Business

**Gardner Spencer Smith Tench & Jarbeau, P.C.** has been in business for 40 years.

#### 4.3.3.2 Location, Address, Phone Number of Firm

**GSST&J** has a single office located in Atlanta with easy access to all major thoroughfares.

Tower Place 100

3340 Peachtree Rd NE Ste 1800

Atlanta, GA 30326

(404) 522-8805 ext. 3

#### 4.3.3.3 Firm's Principals

Joseph G. Gardner, President

B. Randall Smith, Secretary

David W. Tench, Vice-President

Keith A. Solomon, Business Development

### 4.3.4 Conflicts of Interest

#### 4.3.4.1 Conflicts of Interest with Detailed Plan

Our firm does not have any existing or potential conflicts of interest with regard to this selection.

RFQU NO. 24-752-017

5

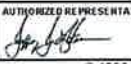
## 4.3 COMPLIANCE INFORMATION

### 4.3.5 Financial Capabilities

#### 4.3.5.1 Financial Statement

Uploaded electronically (Financial Statement & Federal Tax Return)

#### 4.3.5.2 Insurance Capacity

| ACORD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                         | CERTIFICATE OF LIABILITY INSURANCE                                                                                  |                                                                                                                                                                | DATE (MM/DD/YYYY)<br>11/1/2023                                                                                                                                                                                                  |                         |                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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<br>Yates Insurance Agency<br>2800 Century Parkway NE<br>Suite 300<br>Atlanta GA 30345                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                         | CONTACT<br>NAME:<br>PHONE (A.S. No. Fax): 404-633-4321<br>FAX (A.C. No.): 404-633-1312<br>E-MAIL: cert@yatesins.com |                                                                                                                                                                | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Selective Insurance Company of SE 39926<br>INSURER B: Selective Insurance Co of SC 19258<br>INSURER C: Continental Casualty Company 20443<br>INSURER D:<br>INSURER E:<br>INSURER F: |                         |                                                                                                                                                                                                                                              |
| INSURED<br>Gardner, Spencer, Smith, Tench & Jarbeau, P.C.<br>3340 Peachtree Rd NE<br>Suite 1800<br>Atlanta GA 30326                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                         | GARDSP014                                                                                                           |                                                                                                                                                                | MAIC #                                                                                                                                                                                                                          |                         |                                                                                                                                                                                                                                              |
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                         | CERTIFICATE NUMBER: 2076984982                                                                                      |                                                                                                                                                                | 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                                                                                                                                                                                                                                                                                                                                       | SUBS (WV)                                                                                                           | POLICY NUMBER                                                                                                                                                  | POLICY EFF (MM/DD/YYYY)                                                                                                                                                                                                         | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                       |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER:       | Y                                                                                                                   | S2236226                                                                                                                                                       | 11/1/2023                                                                                                                                                                                                                       | 11/1/2024               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (E & O coverage) \$300,000<br>MED & EXP (Any one person) \$10,000<br>PERSONAL & ADJUTORY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP & OP AGG \$3,000,000<br>\$ |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO-OWNED<br><input checked="" type="checkbox"/> AUTOS ONLY<br><input type="checkbox"/> HIRED<br><input type="checkbox"/> AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED<br><input type="checkbox"/> AUTOS ONLY |                                                                                                                     | S2236226                                                                                                                                                       | 11/1/2023                                                                                                                                                                                                                       | 11/1/2024               | COMBINED SINGLE LIMIT (E & O coverage) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIMIT<br><input type="checkbox"/> CLAIMS MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$                                                                                                                                                              |                                                                                                                     | S2236226                                                                                                                                                       | 11/1/2023                                                                                                                                                                                                                       | 11/1/2024               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                   |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                  | Y/N<br>N                                                                                                            | WC9030685                                                                                                                                                      | 11/1/2023                                                                                                                                                                                                                       | 11/1/2024               | <input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000               |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Professional Liability                                                                                                                                                                                                                                                                                                                                  |                                                                                                                     | AEH006121284                                                                                                                                                   | 11/1/2023                                                                                                                                                                                                                       | 11/1/2024               | \$3,000,000 Each Claim<br>\$50,000 Deductible<br>\$4,000,000 Agg                                                                                                                                                                             |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)<br>Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing operations and Umbrella Liability, Blanket Primary and Non-Contributory in regards to General Liability, Blanket Waiver of Subrogation in regards to General Liability & Workers Compensation. |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |                                                                                                                                                                |                                                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                              |
| See Attached ...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |                                                                                                                                                                |                                                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                              |
| CERTIFICATE HOLDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     | CANCELLATION                                                                                                                                                   |                                                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                              |
| ***For Information Only***                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     | 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<br>                                               |                                                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                              |

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## 4.3 COMPLIANCE INFORMATION



### 4.3.5 Financial Capabilities

#### 4.3.5.3 Litigation

Within the last five (5) years, GSST&J has not been involved in any type of litigation.

#### 4.3.5.4 Insurance Claims

Within the past two (2) years, our firm has not filed (or had filed against us) any bankruptcy or insolvency proceedings or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. GSST&J has not failed to complete work or a contract awarded to our firm. Our firm, nor any member of our team, has not been convicted of, or pleaded guilty or nolo contendere to any felony. There has been no member of our staff who has had their license to practice suspended.

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## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**PROFESSIONAL LEARNING CENTER SOUTH** (New Construction/Renovations), College Park, GA  
Fulton County Schools

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Chad Word, FCS Capital Program Management 6201 Powers Ferry Rd Atlanta, GA 30339 p. (404) 305-3355

**project user representative:** Same as above

**project completion:** May 2016

**size:** 41,000SF **cost:** \$ 9.98M

**services:** A new addition at Banneker High School to provide instructional space for Career Technology Education and FCS administrative space. CTE programs include Healthcare Science, Cosmetology, Public Safety, Broadcast Video & Production and Marketing & Fashion Merchandising.

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenber



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## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**RENOVATIONS/MODIFICATIONS TO REGIONS 4A, 4C, 5C,** Various locations in DeKalb, GA  
DeKalb County School District

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Eno Atta, (former )Project Manager, DCSD SPLOST V CIP Program Sam Moss Center,  
1780 Montreal Rd Tucker, GA 30084 p. (404) 784-2860 f. (678) 676-1475

**project user representative:** Same as above

**project completion:** July 2016-July 2018

**size:** Varies **cost:** \$ 1M-3.28M

**services:** Generalized scope of work included:

- Provided ADA upgrades to parking lot and hall restrooms
- Installed 20-ton HVAC packages
- Replaced lighting systems
- Replaced electrical distribution systems
- Provided ADA and Fire Life Safety upgrades as appropriate for the scope of work
- Provided playfield access
- Renovated parking lots
- Replaced drinking fountains
- Replaced grease trap and backflow preventers
- Replaced roofs
- Replaced air distribution, exhaust air and heat recovery systems to eliminate odor
- Replaced domestic water supply system
- Repaired pedestrian paving
- Built canopies between existing facilities
- Replaced roof top units and fan coil units
- Provided energy enhanced controls and instrumentation for roof top units
- Replaced kitchen equipment
- Replaced the cooling tower, pumps, piping and valves

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenberg

## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**GREENE COUNTY HIGH SCHOOL COLLEGE AND CAREER ACADEMY**, Greensboro, GA  
**Greene County School System**

**firm's responsibility:** Full Architectural, Engineering & Interior Design Services

**owner representative:** Greene County Schools, Ralph Boswell, Construction Manager 1002 South Main St  
Greensboro, GA 30642 p. (706) 454-1029, f. (706) 453-9019

**project user representative:** Same as above

**project completion:** February 2019

**size:** Three (3) separate and distinct phases with all phases finishing on schedule

**cost:** \$ 6.5M

**services:** See Phase I and Phase II description below

**status of project:**

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenberg

Phase I: This new scope included the demolition of the existing bus canopy which is where the new addition will be located during Phase II. Additionally, the renovation provided new finishes in the administrative area, relocated the athletic director's office with the basketball concessions area, and provided a secured entrance from the main lobby back into the school's interior.



Phase II, III: Phase II documents incorporated the newly selected career pathways – Agriculture Mechanics, Health Science, Culinary Arts, Marketing Sales & Service, ROTC and Automotive Service Technology. Floor, wall, and ceiling finishes were upgraded throughout the school. Existing rooftop units were removed and replaced with new units. New units consisted of ultra-high efficiency, gas heat/electric cool type with R-410a refrigerant, and differential enthalpy economizer.

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## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**UNIDOS DUAL LANGUAGE CHARTER SCHOOL** (Renovations/Modifications), Forest Park, GA  
Clayton County Public Schools

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Ronick Joseph, Director of Construction 1058 Fifth Ave Jonesboro, GA 30236  
p. (770) 473-2825, f. (770) 473-2706

**project user representative:** Same as above

**project completion:** December 2016

**size:** 65,300SF **cost:** \$ 2.7M

**services:** Renovations include: paint flooring (all), ADA restroom modernization, door replacement (all), install intercom and clocks, replace Media Center casework, install new fire alarm and burglar alarms, replace water heaters, gym and cafeteria PA system overhaul, parking overlay, new dock and dumpster pad, and replace water main (PRV).

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenber

**HUIE ELEMENTARY SCHOOL** (Renovations/Modifications), Forest Park, GA  
Clayton County Public Schools

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Ronick Joseph, Director of Construction 1058 Fifth Ave Jonesboro, GA 30236 p. (770) 473-2825, f. (770) 473-2706

**project user representative:** Same as above

**project completion:** December 2016

**size:** 72,300SF **cost:** \$ 4.05M

**services:** Renovations include: replace flooring, paint walls (all), ADA restroom modernization, new ceilings, door replacement (all), replace millwork, install intercom and clocks, replace Media Center casework, install new fire alarm and burglar alarms, update security vestibule, upgrade and replace video security system, replace water heaters, gym and cafeteria PA system overhaul, replace playground equipment, parking overlay, new dock and dumpster pad, and replace water main (PRV), install new grease trap, sidewalk replacement, and add security surveillance to gym corridor.

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenber



## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**NORTHWESTERN MIDDLE SCHOOL** (Renovations/Modifications), Milton, GA  
Fulton County Schools

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Chad Word, FCS Capital Program Management 6201 Powers Ferry Rd Atlanta, GA 30339 p. (404) 305-3355

**project user representative:** Same as above

**project completion:** August 2019

**size:** 158,000SF **cost:** \$6.7M

**services:** Our services in this phase began by conducting a continued evaluation of program, schedule, project site, and delivery method in order to ascertain the requirements of the project. Project developed to address these deficiencies and systems' replacements in Life Safety, Security, Envelope, Mechanical, Plumbing, Electrical, Elevators, Utilities and Site Improvements.

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenberg



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## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**WEBB BRIDGE MIDDLE SCHOOL** (Renovations/Modifications), Alpharetta, GA  
Fulton County Schools

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Chad Word, FCS Capital Program Management 6201 Powers Ferry Rd Atlanta, GA 30339 p. (404) 305-3355

**project user representative:** Same as above

**project completion:** August 2019

**size:** 173,000SF **cost:** \$7M

**services:** Our services in this phase began by conducting a continued evaluation of program, schedule, project site, and delivery method in order to ascertain the requirements of the project. Project developed to address these deficiencies and systems' replacements in Life Safety, Security, Envelope, Mechanical, Plumbing, Electrical, Elevators, Utilities and Site Improvements.

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenber



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## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**NORTH FULTON CENTER** (Renovations/Modifications), Roswell, GA  
Fulton County Schools

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Chad Word, FCS Capital Program Management 6201 Powers Ferry Rd Atlanta, GA 30339 p. (404) 305-3355

**project user representative:** Same as above

**project completion:** January 2018

**size:** 54,000SF **cost:** \$ 3M

**services:** The project consists of renovating the existing three-building facility formerly known as Independence High School and Teachers Museum North. The Teachers Museum will remain and its lower level floor will be completely renovated to house the Georgia Network for Educational and Therapeutic Supports (GNETS) program presently occupying space at the existing Independence High School (also known as Milton Center). The remaining space that was once the Independence HS will be modified where practical to include the new program for the second chance program. FTE presently is at 225 students with expectations to increase to 300 students.

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenberg



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## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**HAPEVILLE ELEMENTARY SCHOOL** (Renovations/Modifications), Hapeville, GA and **PALMETTO ELEMENTARY SCHOOL** (Renovations/Modifications), Palmetto, GA  
**Fulton County Schools**

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Chad Word, FCS Capital Program Management 6201 Powers Ferry Rd Atlanta, GA 30339 p. (404) 305-3355

**project user representative:** Same as above

**project completion:** August 2014

**size:** 121,516SF      **cost:** \$ 5.2M (Hapeville ES)  
145,800SF      \$ 8.5M (Palmetto ES)

**services:** Hapeville Elementary School required drainage improvements, fencing improvements, asphalt paving improvements, the replacement of broken and heaving sidewalks, hard surface playcourt improvements and brick dumpster enclosure repairs.

The Palmetto Elementary School Needs Assessment work included modifications to the exterior areas such as drainage improvements to existing storm water systems, fencing improvements, emergency generator enclosure, brick dumpster enclosure, hard surface play court improvements, tennis courts and track removal. Some of the interior highlights are locker room modifications, corridor door replacement and refinishing, casework replacement, carpet replacement, terrazzo repair, replace ceiling tile and grid and a new interior sign package. HVAC improvements included the replacement of VFD's water pumps and cooling tower fans, replacement of chemical water treatment system

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenberg



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## 5.1 INDIVIDUAL REVIEW

### 5.1.1 Related Experience

#### 5.1.1.1 List of Projects

**S.L. LEWIS ELEMENTARY SCHOOL** (Renovations/Modifications), College Park, GA  
Fulton County Schools

**firm's responsibility:** Full Architectural, Engineering, & Interior Design Services

**owner representative:** Chad Word, FCS Capital Program Management 6201 Powers Ferry Rd Atlanta, GA 30339 p. (404) 305-3355

**project user representative:** Same as above

**project completion:** May 2015

**size:** 88,810SF **cost:** \$ 6.8M

**services:** S.L. Lewis Elementary School site exterior work included fencing improvements, asphalt paving improvements, EFIS painting, replacement of cracked, failing and uneven sidewalks, exterior door replacement and exterior canopy refurbishment. Some of the highlights of the interior work included marker & tack board replacement, carpet replacement, replacement of acoustical ceiling tile and grid, the replacement of the restroom hand dryers, new toilet partitions, and projector screen relocations. The mechanical improvements were comprised of the replacement of the existing WSHP system, including new cooling tower, boiler and pumps. The replacement of the RTU's serving the kitchen, cafeteria and gym, including PTAC's for the P.E. offices and a new vent hood in the kitchen with new DDC controls a mini split system in the server rooms and improved ventilation in the electrical rooms. Electrical improvements include the replacement of the original switch gear, panel boards and transformers, with the upgrade of branch wiring replacing conductors and provide proper grounding of the electrical system throughout. Fire sprinkler system improvements with domestic water and sanitary piping replacement was completed.

**status of project:** Completed

**key project staff:** David Tench, Keith Solomon, Joëlle Tambuatco, Sherry Friedenber



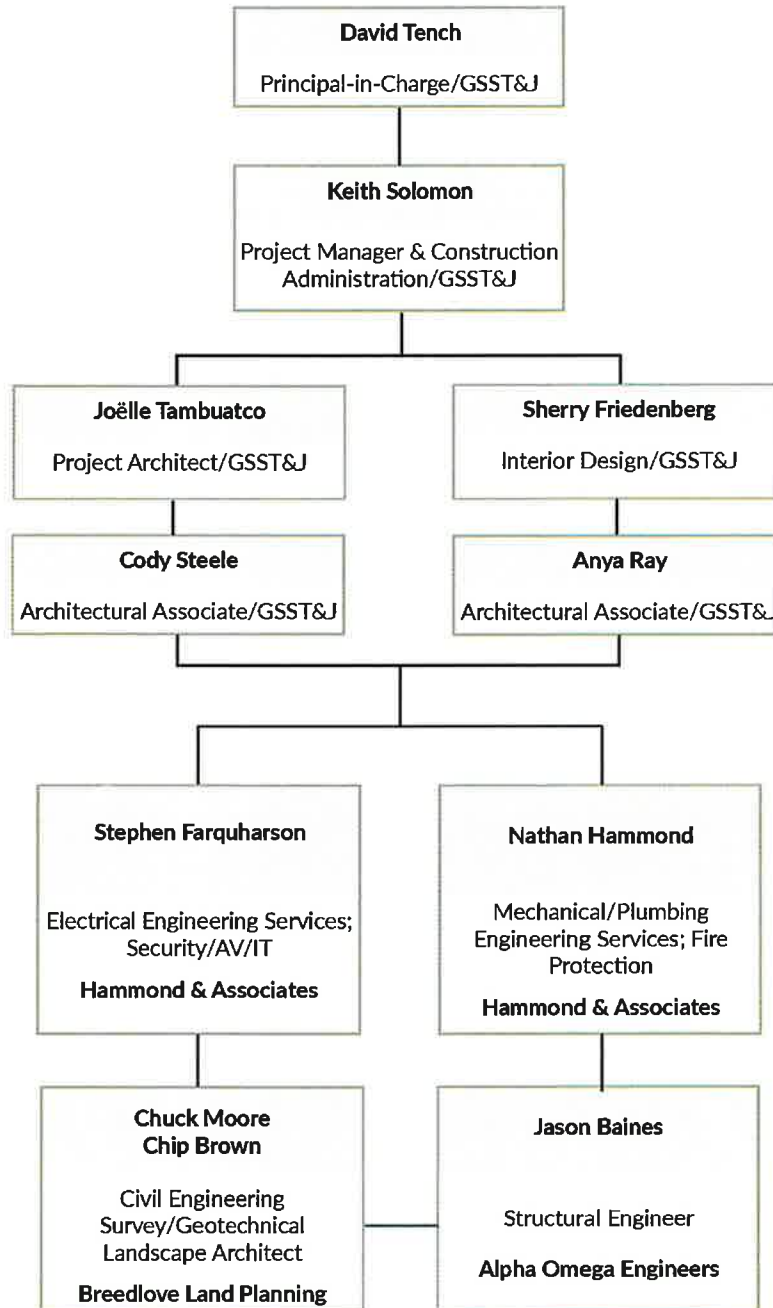
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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.1 Organization Chart



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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.2 Staff Ability, Experience, and Role

##### **DAVID TENCH, AIA LEED AP – PRINCIPAL-IN-CHARGE**

David will serve as the leader of the entire team and the point of contact for DeKalb County School District (DCSD). He will fully participate in each phase of the project and ensure quality control. David has extensive K-12 experience on projects located in Georgia totaling over a quarter of a billion dollars of K-12 construction in the last 16 years.

##### **KEITH SOLOMON, ARCHITECTURAL ASSOCIATE – PROJECT MANAGER/CONSTRUCTION ADMINISTRATION**

Keith will serve as the liaison between DCSD, the community, and the school staff to ensure that their input is implemented from the preliminary design through the construction administration. He will be responsible for coordination between the engineers, consultants, contractors, and the owner.

##### **JOËLLE TAMBUATCO, NCARB – PROJECT ARCHITECT**

Joëlle will assist Keith in the production of the construction documents and participate in reviewing the documents for quality control and constructability. She will also lead the development of the drawings through each phase of design, facilitate code research and implementation, and coordinate permitting.

##### **CODY STEELE – ARCHITECTURAL ASSOCIATE**

Cody has a thorough knowledge of architectural design, construction detailing, construction procedures, zoning and building codes, as well as building materials and systems. Cody will plan and program layouts for the project, coordinate and integrate engineering elements into a unified design, produce construction documents in REVIT, and manage the project's drawings in-house.

##### **ANYA RAY – ARCHITECTURAL ASSOCIATE**

Under general supervision, Anya will work from the design of others and perform routine architectural assignments. She will produce conceptual plans, renderings, and construction documents. Anya will work in tandem with all team members to assist in research and coordination of materials and products for project specifications. She is proficient in REVIT, SketchUp, Photoshop, and AutoCad.

##### **SHERRY FRIEDENBERG – INTERIOR DESIGN**

With over 30 years of experience, Sherry will lead the development of interior finishes, color selection, and FF&E coordination. She will facilitate the furniture coordination with the client. Sherry has the experience to incorporate colors that are exciting and vibrant throughout every project.

##### **NATHAN HAMMOND, PE – PRINCIPAL, MECHANICAL ENGINEER**

##### **STEPHEN FARQUHARSON, LEED AP**

Nathan and Stephen will be responsible for the design of all electrical and low voltage systems, including security and telecommunications. Both will work closely with the design team and DCSD on the mechanical, plumbing, and fire protection systems selection and they will fully document the selected systems. They will also work on lighting design and will coordinate with DCSD's A/V and telecommunications specialists.

##### **JASON BAINES, PE – STRUCTURAL ENGINEER**

Jason will work closely with the design team in determining the most efficient structural system for the building addition and will be responsible for the design and documentation of the selected system.

##### **CHUCK MOORE, PE, LEED AP – CIVIL ENGINEER**

##### **HUGH "CHIP" BROWN, RLA, LEED AP – LANDSCAPE ARCHITECT**

Breedlove Land Planning (BLP) is a holistic firm of site design professionals that specializes in complete and thorough site analysis, conceptual planning and design, construction documentation and administration. Their engineering background has a focused interest in site drainage, water quality, and storm water detention design. BLP will provide services in the areas of landscape design, land development, urban planning, and project management.

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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons

#### DAVID TENCH, AIA LEED AP

##### PRINCIPAL-IN-CHARGE

Gardner Spencer Smith Tench & Jarbeau, Principal

Experience/37 years

Experience at GSST&J/37 years

Registered Architect/GA (RA#006926)

##### EDUCATION

Bachelor of Architecture, Auburn University, Cum Laude, 1984

Associates of Science, Architectural Drafting Technology and Building Construction, Western Kentucky University, 1980

##### PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

American Institute of Architects (AIA),

Association for Learning Environments (A4LE), Georgia Chapter

LEED Accredited Professional; United States Green Building Council



With over 36 years of experience, David will focus on the business and financial aspects of the project. He will be in charge of issuing and monitoring contractual agreements and standard forms. He will fully participate in each phase of the project to ensure quality control and contract compliance while overseeing the project team and guiding the project process. David is committed to achieving client and project goals, offering support to project managers, and ensuring that staff and resources are provided for a successful project outcome.

#### RELEVANT PROJECT EXPERIENCE

- Wheeler High School Renovations, Cobb County School District, Marietta, GA
- Greene County Elementary School, New Construction, Greene County School System, Greensboro, GA
- Marietta City Schools, Northcutt Stadium, Marietta, GA
- Benjamin Banneker High School, New School, Fulton County Schools, College Park, GA
- Greene County High School CTAE, Greene County School System, Greensboro, GA
- Orbit Arts Academy Renovations, Sandy Springs, GA
- The RISE School, Renovations and Additions, East Point, GA
- Langston Hughes High School, New School, Fulton County Schools, Fairburn, GA
- Westlake High School, New School, Fulton County Schools, Atlanta, GA
- Carver High School, New School, Muscogee County School District, Columbus, GA
- Huie Elementary School/Unidos Dual Language Charter, Renovations, Clayton County Public Schools
- Banneker High School, South College & Career Academy, Fulton County Schools, College Park, GA
- Fulton County Schools, Needs Assessment Projects I, II, III, IV, Fulton County, GA
- North Springs/Riverwood Cluster, Needs Assessment Projects, Fulton Co. Schools, Sandy Springs, GA
- Centennial Cluster, Needs Assessment Projects, Fulton Co. Schools, Fulton County, GA
- Bear Creek Middle School, Gymnasium Floor Replacement, Fulton County Schools, Fairburn, GA
- Independence High School, Renovations, Fulton County Schools, Roswell, GA
- Stoneview Elementary School; Bouie Elementary School; Marbut Elementary School; Salem Middle School; Flat Rock Elementary School, Renovations, DeKalb County Schools
- Hapeville Elementary School; Palmetto Elementary School; S.L. Lewis Elementary School, Renovations, Fulton County Schools

## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons



#### **KEITH SOLOMON, ASSOCIATE AIA**

##### **PROJECT MANAGER/CONSTRUCTION ADMINISTRATION**

Gardner Spencer Smith Tench & Jarbeau, Principal

Experience/30 years

Experience at GSST&J/30 years

##### **EDUCATION**

Master of Architecture, Georgia Institute of Technology, 1998

Bachelor of Science, Architecture, University of Virginia, 1993

Associate Degree, Norfolk State University, 1990

##### **PROFESSIONAL AFFILIATIONS & CERTIFICATIONS**

American Institute of Architects (AIA), Associate Member

Association for Learning Environments (A4LE), Georgia Chapter

With over 30 years of experience, Keith is committed to achieving client and project goals by offering collaborative support for his fellow team members and by ensuring that staff and resources are provided for a successful project outcome. Keith steadfastly measures the performance of his team not only to assess adherence to basic standards such as budget and schedule, but also to evaluate the integrity, effectiveness and enthusiasm of the team's response to all of the Owner's needs and concerns.

He understands contracts and the financial nature of architectural business. Keith will be tasked with coordinating consultants and schedules, managing construction administration, and focusing on elements involved with the client and project team relationships.

#### **RELEVANT PROJECT EXPERIENCE**

- Lakewood Event Center, Clayton County Board of Commissioners, Jonesboro, GA
- The RISE School, Renovations and Additions, East Point, GA
- Shelnutt Intergenerational Center Canopy, Clayton County Board of Commissioners, Jonesboro, GA
- Wheeler High School Renovations, Cobb County School District, Marietta, GA
- Orbit Arts Academy Renovations, Sandy Springs, GA
- Ritz Theatre, Annex Addition, Toccoa, GA
- Greene County Elementary School, New Construction, Greene County School System, Greensboro, GA
- Clayton Information Technology Center, Clayton County Board of Commissioners, Jonesboro, GA
- Atlanta Metropolitan State College, Student Services and Success Center, Atlanta, GA
- NW Clayton County Library, Clayton County, GA
- Renovations to Fire Station #6, Hampton, GA
- Centurion Auto Logistics, Inc., Commerce, GA (Design-Build Project with Hayes Construction)
- Banneker High School, South College & Career Academy, Fulton County Schools, College Park, GA
- Clayton Records Center Bunker, Clayton County Board of Commissioners, Jonesboro, GA
- Jackson County Agricultural Facility, Jackson County, Jefferson, GA (Design-Build Project/Hayes Construction)
- Huie Elementary School/Unidos Dual Language Charter, Renovations, Clayton County Public Schools
- Marietta City Schools Northcutt Stadium, Marietta, GA
- Banneker High School, New School, Fulton County Schools, College Park, GA
- Langston Hughes High School, New School, Fulton County Schools, Fairburn, GA
- Westlake High School, New School, Fulton County Schools, Atlanta, GA
- Carver High School, New School, Muscogee County School District, Columbus, GA
- Hapeville Elementary School; Palmetto Elementary School; S.L. Lewis Elementary School, Renovations, Fulton County Schools
- Fulton County Schools, Needs Assessment Projects I, II, III, IV, Fulton County, GA

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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons

#### JOËLLE TAMBUATCO, NCARB

##### PROJECT ARCHITECT

Gardner Spencer Smith Tench & Jarbeau

Experience/22 years

Experience at GSST&J/8 years

Registered Architect/GA #RA013702

##### EDUCATION

Master of Architecture, Georgia Institute of Technology, 2004

Bachelor of Science, Biology, Emory University, 1995

Bachelor of Arts in French Literature, Emory University, 1995

##### PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

National Council of Architectural Registration Boards (NCARB)



With over 22 years of experience, Joëlle is committed to achieving client and project goals by offering collaborative support for her fellow team members and by ensuring that staff and resources are provided for a successful project outcome. Joëlle will be tasked with coordinating consultants and schedules, managing construction administration, and focusing on elements involved with the client and project team relationships.

She will develop, manage, and coordinate drawing sets and shop drawing review. Joëlle is proficient in REVIT, SketchUp, and AutoCad. As our senior team member, she is responsible for the overall development and implementation of the project construction documents.

#### RELEVANT PROJECT EXPERIENCE

- Lakewood Event Center, Clayton County Board of Commissioners, Jonesboro, GA
- Coweta E-911 Bunker Room Renovations, Newnan, GA
- Coweta WarDaddy Hangers, Newnan, GA
- Coweta K-9 Kennel Facility; Newnan, GA
- The RISE School, Renovations and Additions, East Point, GA
- Greene County Elementary School, New Construction, Greene County School System, Greensboro, GA
- Atlanta Metropolitan State College, Student Services and Success Center, Atlanta, GA
- Banneker High School, New School, Fulton County Schools, College Park, GA
- Coweta County Public Works Building, Newnan, GA
- Benjamin Banneker High School, CTE Addition, Fulton County Schools, College Park, GA
- Langston Hughes High School, New School, Fulton County Schools, Fairburn, GA
- Union County Fire Station #13, Blairsville, GA
- Jackson County Agricultural Facility, Jackson County, Jefferson, GA (Design-Build Project/Hayes Construction)
- Huie Elementary School/Unidos Dual Language Charter, Renovations, Clayton County Public Schools
- Stoneview Elementary School, Renovation, DeKalb County Schools
- Madras Park and Community Center, Adaptive Reuse, Newnan, GA
- Coweta County at Shenandoah, Adaptive Reuse/Tax Commissioner's Office, Newnan, GA
- Flat Rock Elementary School, Renovation, DeKalb County Schools
- Renovations to Fire Station #6, Hampton, GA
- NW Clayton County Library, Clayton County, GA
- Hapeville Elementary School; Palmetto Elementary School; S.L. Lewis Elementary School, Renovations, Fulton County Schools

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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons



#### **CODY STEELE**

##### **ARCHITECTURAL ASSOCIATE**

Gardner Spencer Smith Tench & Jarbeau

Experience/3 years

Experience at GSST&J/2 years

##### **EDUCATION**

Bachelor of Arts, Architecture, University of Maryland, 2018

##### **PROFESSIONAL AFFILIATIONS & CERTIFICATIONS**

American Institute of Architects (AIA), Associate Member

Cody will provide critical support to the project's Architect to ensure that all architectural designs are cohesive in style and quality. Cody has a thorough knowledge of architectural design, construction detailing, construction procedures, zoning and building codes, as well as building materials and systems. Cody will plan and program layouts for the project, coordinate and integrate engineering elements into a unified design, produce construction documents in REVIT, and manage the project's drawings in-house.

#### **RELEVANT PROJECT EXPERIENCE**

- Ritz Theatre, Annex Addition, Toccoa, GA
  - Greene County Elementary School, New Construction, Greene County School System, Greensboro, GA
  - Wheeler High School Renovations, Cobb County School District, Marietta, GA
  - Orbit Arts Academy Renovations, Sandy Springs, GA
  - Greene County Union Point Elementary School, Roof Replacement, Greene County School System, Greensboro, GA
  - Carson Middle School Modular Building, Greene County School System, Greensboro, GA
  - Benson Bakery, Renovations,, Bogart, GA
  - Takoma Park Middle School, Renovation/Addition, Montgomery County Public Schools, Takoma Park, MD\*
  - Beach Elementary School, Calvert County Public Schools, Chesapeake Beach, MD\*
  - Northwood Elementary School, Baltimore City Public Schools, Baltimore, MD\*
  - Meade Senior High School, Renovation & Addition, Anne Arundel County Public Schools, Fort Meade, MD\*
  - Hammond High School, Renovation & Addition, Howard County Public Schools, Columbia, MD\*
  - South County Regional Recreations & Aquatics Center, Aquatics Component, Silver Spring, MD\*
  - Congressional School Pool, Falls Church, VA\*
  - North Harford Elementary School Pool, Harford County Public Schools, Pylesville, MD\*
- \*Projects completed prior to joining GSST&J

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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons

##### ANYA RAY

###### ARCHITECTURAL ASSOCIATE

Gardner Spencer Smith Tench & Jarbeau

Experience/1 year

Experience at GSST&J/1 year

###### EDUCATION

Master of Architecture, Columbia University, 2023

Bachelor of Science, Architecture, Georgia Institute of Technology, 2019

###### PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

American Institute of Architects (AIA), Associate Member



Although with our firm for one year, Anya has interned with us for nearly six years while completing undergraduate and graduate school coursework. Under general supervision, Anya will work from the design of others and perform routine architectural assignments. She will produce conceptual plans, renderings, and construction documents. Anya will work in tandem with all team members to assist in research and coordination of materials and products for project specifications. She is proficient in REVIT, SketchUp, Photoshop, and AutoCad.

#### RELEVANT PROJECT EXPERIENCE

- Ritz Theatre, Annex Addition, Toccoa, GA
- Greene County Elementary School, New Construction, Greene County School System, Greensboro, GA
- The RISE School, Renovations and Additions, East Point, GA
- Atlanta Metropolitan State College, Student Services and Success Center, Atlanta, GA
- Lakewood Event Center, Clayton County Board of Commissioners, Jonesboro, GA
- NW Clayton County Library, Clayton County, GA
- Orbit Arts Academy Renovations, Sandy Springs, GA

## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons



#### SHERRY FRIEDENBERG

##### INTERIOR DESIGNER

Gardner Spencer Smith Tench & Jarbeau

Experience/30 years

Experience at GSST&J/18 years

##### EDUCATION

Bachelor of Visual Arts, Georgia State University, 1983

Savannah College of Art & Design, 1979-1980

With over 30 years of experience, Sherry will lead the development of interior finishes, color selection, and FF&E coordination. She has worked on numerous projects in Georgia while at GSST&J and will facilitate the furniture coordination with the client. Sherry has the experience to incorporate colors that are exciting and vibrant throughout every project.

#### RELEVANT PROJECT EXPERIENCE

- Coweta WarDaddy Hangers, Newnan, GA
- Coweta E-911 Bunker Room Renovations, Newnan, GA
- Ritz Theatre, Annex Addition, Toccoa, GA
- Coweta K-9 Kennel Facility; Newnan, GA
- NW Clayton County Library, Clayton County, GA
- Coweta County Public Works Building, Newnan, GA
- Atlanta Metropolitan State College, Student Services and Success Center, Atlanta, GA
- Madras Park and Community Center, Adaptive Reuse, Newnan, GA
- Coweta County at Shenandoah, Adaptive Reuse/Tax Commissioner's Office, Newnan, GA
- Renovations to Fire Station #6, Hampton, GA
- Union County Fire Station #13, Blairsville, GA
- Clayton Information Technology Center, Clayton County Board of Commissioners, Jonesboro, GA
- Lakewood Event Center, Clayton County Board of Commissioners, Jonesboro, GA
- The RISE School, Renovations and Additions, East Point, GA
- Centurion Auto Logistics, Inc., Commerce, GA (Design-Build Project with Keith Hayes Construction)
- Banneker High School, South College & Career Academy, Fulton County Schools, College Park, GA
- Clayton Records Center Bunker, Clayton County Board of Commissioners, Jonesboro, GA
- Huie Elementary School/Unidos Dual Language Charter, Renovations, Clayton County Public Schools
- Banneker High School, New School, Fulton County Schools, College Park, GA
- Langston Hughes High School, New School, Fulton County Schools, Fairburn, GA
- Westlake High School, New School, Fulton County Schools, Atlanta, GA
- Carver High School, New School, Muscogee County School District, Columbus, GA
- Hapeville Elementary School; Palmetto Elementary School; S.L. Lewis Elementary School, Renovations, Fulton County Schools
- Fulton County Schools, Needs Assessment Projects I, II, III, IV, Fulton County, GA
- Coweta County Emergency 9-1-1 Facility, Newnan, GA
- Jackson County Agricultural Facility, Jackson County, Jefferson, GA (Design-Build Project/Hayes Construction)
- Braselton Parking Deck, Town of Braselton, Braselton, GA (Design-Build Project/BM&K Construction)

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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons

Breedlove Land Planning | Site Design Professionals  
15 Simpson Street NW Atlanta, GA 30308



#### EDUCATION

Bachelor of Landscape  
Architecture, University of  
Georgia - 1994

#### REGISTRATIONS

Registered Professional  
Landscape Architect- State of  
Georgia, RLA #1062  
LEED Accredited Professional

#### EXPERIENCE

BLP: 29 Years

#### PROFESSIONAL BACKGROUND

Chip Brown is an Owner and Principal of Breedlove Land Planning. As the firm's President, he leads the company's operations while also managing many projects and client relationships. Chip has extensive experience in master planning, design development, construction documentation and construction administration for a range of municipal facilities. He has served on the Georgia State Board of Landscape Architects, and has over 15 years of experience serving in various capacities for the Council of Landscape Architectural Registration Board (CLARB).

#### EDUCATION

Bachelor of Science in Civil  
Engineering, Georgia Institute  
of Technology - 2012

#### REGISTRATIONS

Registered Professional  
Engineer - State of Georgia,  
PE #043986

#### EXPERIENCE

Industry: 11 Years  
BLP: 9 years



#### PROFESSIONAL BACKGROUND

Chuck Moore, P.E. has a diverse portfolio of project experience for both public and private clients in K-12, higher education, non-profit, and municipal market sectors. In addition to site design, Chuck has professional experience in the stormwater pipe manufacturing industry. He regularly manages projects from the initial design phase through construction. His clients appreciate his responsiveness, technical expertise, and willingness to go above and beyond for the sake of the project. Internally, Chuck is considered one of BLP's most valued technical resources for stormwater management design, hydrology studies and local permitting requirements.

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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons

##### **Jason P. Baines, P.E., S.E.**

650 Henderson Drive, Suite 434, Cartersville, GA 30120 • (404) 771-9106 • Jason.Baines@comcast.net

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##### **PRESIDENT**

Alpha Omega Engineering, LLC.

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With 25 years of structural design, consulting, and project management experience, including nine years as president of Alpha Omega Engineering, Jason has worked on a wide range of projects such as churches, schools, residential, mixed-use, financial institutions, offices, civil retaining walls, existing structure re-use, historic preservation, waste water treatment facilities, industrial/manufacturing facilities, and parking decks. Experience includes design and management of structural systems in concrete, steel, masonry and wood. Georgia License Number #SE000898.

Specialties: AutoCAD 2020, REVIT, Eneccalc, RAM Structural System, RAM Elements, STAAD, RISA, MS Word and Excel

##### **EDUCATION**

Bachelor of Science in Civil Engineering Technology - 1997 Southern Polytechnic State University, Marietta, GA

##### **PROJECT EXPERIENCE**

###### MEDICAL OFFICE BUILDINGS

|                                              |                  |
|----------------------------------------------|------------------|
| Bain Dental                                  | Carrollton, GA   |
| Cobblestone Surgery Center                   | Acworth, GA      |
| Med Ventures, LLC                            | LaGrange, GA     |
| Emory Hospital MRI Addition                  | John's Creek, GA |
| University of Georgia Health Center          | Athens, GA       |
| Athens Clarke County Animal Shelter Addition | Athens, GA       |

- Design of entire structural system including concrete foundations and structural steel frames for floor and roof structures. Prepared construction documents for each project.

###### SCHOOLS

|                        |                   |
|------------------------|-------------------|
| Westlake High School   | Fulton County, GA |
| Fulton Science Academy | Fulton County, GA |

- Design of the entire structural system including concrete foundations and structural steel frames for the floor and roof structures. Prepared construction documents for each project.

###### FIRE STATIONS

Cobb County Fire Station #1  
Cobb County Fire Station #17  
Henry County Fire Station #8

## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons



### NATHANIEL HAMMOND, PE

#### President

Nathan Hammond is the Managing Director for Hammond Engineering and a Mechanical Engineer. He has over 14 years of experience in business operation and project management. Nathan handles the daily operations of Hammond Engineering's Atlanta's Office and is responsible for the overall client satisfaction of all projects. Nate ensures all resources are made available to Hammond Engineering's clients. His main goal is to confirm that all designs are up to design criteria protocols, are delivered on time and within the contract's allotted budgets.

#### RELEVANT EXPERIENCE

##### YEARS EXPERIENCE

17

##### YEARS WITH FIRM

4

##### EDUCATION

BS in Mechanical Engineering,  
Florida State University, 2003

##### REGISTRATION

Florida Professional Engineer  
#95448

Georgia Professional Engineer  
#047450

##### AFFILIATION

National Fire Protection Association

**FL STANTON ELEMENTARY SCHOOL RENOVATION | ATLANTA, GA** – 57,000 SF Elementary School renovation that consists of the main classroom building and 2 buildings added at different time during the school's existence. Renovations include the upgrading of the schools air cooled chill water system to VRF and the new installation of fire sprinklers. Additionally, upgrades all Electrical and Plumbing Systems to extend the useful life of the school for future student growth. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. **Sq Ft:** 57,000 | **Role:** Managing Director | Mechanical Engineer.

**PEACE ACADEMY CHARTER SCHOOL | ATLANTA, GA** – 22,000 SF renovation of an old retail store into a new charter school in DeKalb County. The new charter school consists of 13 classrooms, receptions, conference rooms, staff offices, clinic, and group bathrooms. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. **Sq Ft:** 22,000 | **Role:** Managing Director | Mechanical Engineer.

**CENTRAL CHARTER SCHOOL NEW CLASSROOM BUILDING AND GYMNASIUM | LAUDERDALE LAKES, FL** – 3 - story, approximately 103,00 SF K through 8th grade educational facility containing over 70 classrooms, offices, cafeteria, kitchen, media center, gymnasium, support spaces and site amenities such as multi-purpose playing field, basketball courts, tennis courts, play areas, future competition pool, parking and queuing for buses and passenger vehicles on approximately 11.4 acres. **Sq Ft:** 103,00 SF | **Dollar Value:** \$14 Million | **Role:** Managing Director | Mechanical Engineer.

**MIAMI SPRINGS MIDDLE | MIAMI SPRINGS, FL** – This campus is comprised of 15 permanent buildings and covered walkways with a total of 133, 770 square-feet. Our elements of design were the upgrades to selective HVAC system-wide replacement, including controls cooling tower, chiller, and controls. Upgrades were made to the Fire Alarm and PA System. **Sq Ft:** 133, 770 | **Dollar Value:** \$3 Million | **Role:** Managing Director | Mechanical Engineer.

**CORAL SPRINGS MIDDLE | CORAL SPRINGS, FL** – Provided HVAC and Plumbing designs through Construction Administration. Designed HVAC and Plumbing systems for 16 classrooms. Reviewed shop drawings, attended construction meetings, participated in plan reviews and responded to comments. Assisted in obtaining approved permitted drawings. Prepared book specifications and energy calculations. **Dollar Value:** \$3 Million | **Role:** Managing Director | Mechanical Engineer.

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## 5.1 INDIVIDUAL REVIEW

### 5.1.2 Proposed Project Staff & Their Function

#### 5.1.2.3 Resumes of Key Persons



### STEPHEN FARQUHARSON, LEED AP

#### Electrical Lead

Stephen Farquharson is an Electrical Engineering Designer with over 14 years of Electrical Engineering Design and Construction Administration experience. He has served as lead Electrical engineer on many of Hammond's renovation projects. His expertise includes design of UPS, fire alarm, lightning protection, lighting, and power systems. Mr. Farquharson has provided Electrical design and construction management for various of Hammond's municipal, government, and county projects. He has the expertise in managing complex projects requiring LEED design including several LEED Silver projects.

#### YEARS EXPERIENCE

14

#### YEARS WITH FIRM

14

#### EDUCATION

BS in Electrical  
Engineering Florida Atlantic  
University, 2006

#### CERTIFICATIONS

LEED AP

#### RELEVANT EXPERIENCE

##### FL STANTON ELEMENTARY SCHOOL RENOVATION | ATLANTA, GA

- 57,000 SF Elementary School renovation that consists of the main classroom building and 2 buildings added at different time during the school's existence. Renovations include the upgrading of the school's air cooled chill water system to VRF and the new installation of fire sprinklers. Additionally, upgrades all Electrical and Plumbing Systems to extend the useful life of the school for future student growth. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. **Sq Ft:** 57,000 | **Role:** Project Manager | Electrical Designer

**PEACE ACADEMY CHARTER SCHOOL | ATLANTA, GA** - 22,000 SF renovation of an old retail store into a new charter school in DeKalb County. The new charter school consists of 13 classrooms, receptions, conference rooms, staff offices, clinic, and group bathrooms. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. **Sq Ft:** 22,000 | **Role:** Project Manager | Electrical Designer

**HIBISCUS ELEMENTARY | MIAMI-DADE COUNTY, FL** - The campus is comprised of 12 permanent buildings of approximately 86,000 square feet. Elements of our design were the provisions of upgrades to the Fire Alarm and PA systems. Electrical upgrades were completed for the replacement of the Air Conditioning systems. Construction services were provided throughout project duration. **Sq Ft:** 86,000 | **Dollar Value:** \$2 Million | **Role:** Project Manager | Electrical Designer

**CENTRAL CHARTER SCHOOL NEW CLASSROOM BUILDING AND GYMNASIUM | LAUDERDALE LAKES, FL** - 3 - story, approximately 103,00 SF K through 8th grade educational facility containing over 70 classrooms, offices, cafeteria, kitchen, media center, gymnasium, support spaces and site amenities such as multi-purpose playing field, basketball courts, tennis courts, play areas, future competition pool, parking and queuing for buses and passenger vehicles on approximately 11.4 acres. **Sq Ft:** 103,00 SF | **Dollar Value:** \$14 Million | **Role:** Project Manager | Electrical Designer

**ETHEL KOGER BECKHAM K-8 CENTER | MIAMI-DADE COUNTY, FL** - Provided engineering services for Mechanical Electrical, Plumbing, and Fire Alarm designs to convert the existing Ethel Koger Beckham Elementary School into a K-8 center. Replaced HVAC piping at Building 8 and an addition of a new 26,000 square-foot, 2-story building. **Sq Ft:** 26,000 | **Dollar Value:** \$2 Million | **Role:** Project Manager | Electrical Designer

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## 5.1 INDIVIDUAL REVIEW

### 5.1.3 Workload

#### 5.1.3.1 Firm's and Sub-Consultants' Detailed Workload

GSST&J carefully manages our current and prospective workloads to ensure that we may accept and begin new work while reaching current deadlines and milestones. We recognize the significance of keeping a balanced workload in order to complete tasks effectively and efficiently. Our workload is currently at roughly 60% capacity. This means that we have the potential to take on new projects while still devoting adequate resources to our current obligations. Our principals, project managers, architects, and interns are ready to lend their experience and support to new initiatives.

We estimate a future workload of approximately 50% capacity. This prediction enables us to appropriately allocate resources while keeping our team's workload manageable. We believe that this level of capability will allow us to accept additional projects while meeting DCSD's deadlines and milestones.

In terms of important personnel availability, all of our principals, project managers, architects, and interns are actively participating in our projects. They are now working on a balanced amount of projects to ensure that they can provide each task the necessary attention and skill. We will carefully assess the workload of our key staff members when we accept new projects to ensure that they have the capacity to take on extra duties without sacrificing the quality and timeliness of deliverables.

Regarding key staff availability, our principals, project managers, architects, and interns are actively participating in our projects. They are now working on a balanced amount of projects to ensure that they can provide each task the necessary attention and skill. We will carefully assess the workload of our key staff members when we accept new projects to ensure that they have the capacity to take on extra duties without sacrificing the quality and timeliness of deliverables.

### GSST&J Workload

| Project                                                                                | Phase      | %      |
|----------------------------------------------------------------------------------------|------------|--------|
| 22110 – Coweta Airport WarDaddy Hanger                                                 | CA         | 10.00% |
| 22108 - Cobb County Wheeler HS Renovations                                             | CA         | 1.00%  |
| 22113 - Coweta E911 Bunk Room Renovation                                               | CD         | 99.00% |
| 22122 - Coweta County Fire Station - Senoia                                            | CD         | 50.00% |
| 21111 - Coweta Administration Building                                                 | SD         | 20.00% |
| 22124 - Claratel                                                                       | SD         | 90.00% |
| 14127 - Greek Orthodox Cathedral of Atlanta - Renovations and Additions                | SD         | 10.00% |
| 23101 - RITZ THEATRE ANNEX ADDITION                                                    | CD         | 98.00% |
| 23105 - Coweta Pavilion                                                                | CD         | 90.00% |
| 23108 - Replacement Fire Station #5 - Coweta                                           | SD         | 2.00%  |
| 19120 - Greene County Elementary School                                                | CA         | 1.00%  |
| 19115 - Newnan-Coweta Public Safety Training Center Needs Assessment and Cost Estimate | Pre-design | 1.00%  |
| 22102 Union County Elections Building & Gym                                            | CA         | 70.00% |
| 21104 - Lakeview Events Center                                                         | CD         | 80.00% |
| 20112 - Union County Fire Station                                                      | CA         | 95.00% |

## 5.1 INDIVIDUAL REVIEW

### 5.1.3 Workload

#### 5.1.3.1 Firm's and Sub-Consultants' Detailed Workload

#### Breedlove Land Planning Workload

| CURRENT PROJECTS                              | CLIENT NAME                      | % OF DESIGN COMPLETION          | PROJECT BUDGET | STAFF                   |
|-----------------------------------------------|----------------------------------|---------------------------------|----------------|-------------------------|
| Conley Hills Elementary School - Replacement  | Collins Cooper Carusi Architects | 20% Construction Administration | \$44M          | Chip Brown, Chuck Moore |
| Lovinggood Middle School - Addition           | BRPH                             | 50% Construction Administration | \$3.4M         | Chip Brown              |
| Alpharetta High School Turf Conversions       | Fulton County Public Schools     | 95% Construction Documents      | \$607K         | Chuck Moore             |
| Lassiter High School - Addition               | SSOE   Steven & Wilkinson        | 95% Construction Documents      | \$2.4M         | Chip Brown              |
| Mission Road Elementary School                | CDH Partners                     | 10% Construction Administration | \$30M          | Chip Brown, Chuck Moore |
| Cherokee County K-9 and Traffic Unit Building | Lyman Davidson Dooley            | 50% Construction Administration | \$2.1M         | Chuck Moore             |

#### Alpha Omega Engineering Workload



**ALPHA OMEGA  
ENGINEERING**  
structural design from start to finish

**Jason Baines, P.E.**  
404-771-8106  
jason.baines@comcast.net  
www.alpha-omega-engineering.com

| Current Projects                     | Client Name         | % Completion |
|--------------------------------------|---------------------|--------------|
| Greene County Elementary School      | GSST&J              | 65           |
| Wheeler High School                  | GSST&J              | 50           |
| Livecor Hartley Apartment Renovation | Pimsler Hoss        | 25           |
| Dr Nguyen Office Expansion           | Peacock Partnership | 0            |

#### Hammond Engineering Workload

| Project Name                                         | Client Name      | Status of Completion            | Anticipated Completion Date |
|------------------------------------------------------|------------------|---------------------------------|-----------------------------|
| Fairburn Fire Station #23                            | City of Fairburn | Permitting                      | October 2024                |
| City of Atlanta Fire Station #30                     | City of Atlanta  | Schematic Design                | December 2024               |
| Clayton County Administration Building               | Clayton County   | 90% Construction Documents      | April 2025                  |
| Rockdale County Administration & Courthouse Building | Rockdale County  | Schematic Design                | October 2026                |
| Atlanta City Hall Annex Renovation                   | City of Atlanta  | 95% Construction Administration | December 2023               |

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## 5.1 INDIVIDUAL REVIEW

### 5.1.4 Equitable Distribution

We acknowledge DCSD's commitment to achieve Equitable Distribution of awarded projects. DeKalb County School District has been a significant and highly regarded client in our previous collaborations, and we would be extremely pleased to work with the district again. Currently, GSST&J does not have any on-going or recently awarded projects with DCSD.

### 5.1.5 Design Fee

#### 5.1.5.1 Proposed Design Fee (Attachment C)

Uploaded electronically as Attachment C

#### 5.1.5.2 Breakdown of the Proposed Design Fee

Uploaded electronically as Attachment C

#### 5.1.5.3 Addendum Acknowledgment

GSST&J acknowledges the receipt of Addendum 1 (January 8, 2024), Addendum 2 (January 12, 2024), and Addendum 3 (January 24, 2024)

#### 5.1.5.4 Completion of All Blanks

GSST&J acknowledges that to the best of our abilities, all blanks have been filled in, and we have responded to each item noted in Sections 4.0 and 5.0 in the order noted.

### 5.1.6 References

#### 5.1.6.1 Written Recommendations & Strategy on Working with Owners

##### Greene County School System

Contact Person: Ralph Boswell, Construction Manager  
Telephone number: (706) 454-1029 Email: [ralph.boswell@greene.k12.ga.us](mailto:ralph.boswell@greene.k12.ga.us)  
Current Address: 101 E Third St Greensboro, GA 30642

##### Muscogee County Schools

Contact Person: Christopher Lindsey, Principal  
Telephone Number: (706) 748-2499 Email: [lindsey.christopher.b@muscogee.k12.ga.us](mailto:lindsey.christopher.b@muscogee.k12.ga.us)  
Current Address: 3100 Eighth St Columbus, GA 31906

##### Marietta City Schools

Contact Person: Jimmy Pace, Director of Maintenance  
*Danny Smith, Executive Director, Maintenance & Support (Retired 2015)*  
Telephone number: (770) 422-3500 Email: [jpace@marietta-city.org](mailto:jpace@marietta-city.org)  
Current Address: 250 Howard St Marietta, GA 30060

## 5.1 INDIVIDUAL REVIEW

### 5.1.6 References

#### 5.1.6.1 Written Recommendations & Strategy on Working with Owners

Our firm's **positive working relationship** with Greene County School System shines a light on the value of listening to our client. Again, through a collaborative process, we considered all delivery methods for their new Greene County Elementary School. A considerable portion of our K-12 work has been through "hard bid" delivery from a selected group of general contractors. As we communicated with our client, we offered solutions that were a better fit for their project size, funding and schedule. It turned out that the CM-at-Risk delivery method was a much better fit for Greene County School System and its stakeholders. As evidenced by this example, critical thinking and collaboration were effective in ensuring our client knows that we strive hard each and every day to be worthy of their trust and business.



101 East Third Street  
Greensboro, Georgia 30642  
706-453-7688

Dr. Chris Houston, Superintendent

11/3/2022

RE: Letter of Recommendation

To Whom It May Concern,

Greene County School System knew when we selected Gardner Spencer Smith Tench & Jarbeau (GSST&J) that they were equipped with the proper qualifications and experience in similar type projects. We received very professional, "hands on service" from both David Tench and Keith Solomon. Their design and contract administration for our Career Academy and upcoming Greene County Elementary School has been a very positive experience. Their attention to project details, budget and timelines has met or exceeded all our expectations.

It is with pleasure I provide this letter of reference for GSST&J. The expertise and skill set they brought to the team contributed to a successful outcome of the project. Of greatest importance in this project was the firm's ability to listen to a diverse group of stakeholders and owner's representatives while ensuring the process ran smoothly with a budget conscious completion. I would confidently recommend them for architectural work to any perspective client.

Sincerely,

Ralph Boswell, P.E., S.E.  
Construction Manager  
Greene County Schools  
101 East Third Street  
Greensboro, Ga 30642  
Ralph.Boswell@greene.k12.ga.us  
Cell 770-313-0302 Ofc 706-454-1029

RFQU NO. 24-752-017  
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## 5.1 INDIVIDUAL REVIEW

### 5.1.6 References

#### 5.1.6.1 Written Recommendations & Strategy on Working with Owners

At Carver High School, our firm had the opportunity to work closely with the Principal and alumni of the school to install a new electric sign. Recognizing the importance of *effective communication and collaboration*, we initiated discussions with the alumni to understand their vision. Through active listening and open dialogue, we were able to align our goals and develop a design that met their expectations, created a sense of ownership and pride, adhered to their budget. We provided guidance on the technical aspects of the installation while ensuring compliance with regulations and optimizing visibility. The successful installation of the new sign not only enhanced the school's visibility but also strengthened the relationship between the school and the alumni — fostering a sense of community and shared accomplishment.

#### George Washington Carver High School

3100 Eighth Street  
Columbus, Georgia 31906  
(706) 748-2499 Telephone  
(706) 748-2412 Fax



Christopher R. Lindsey  
Principal

July 14, 2014

Subject: Letter of Reference for Gardner Spencer Smith Tench & Jarbeau, P.C.

To Whom It May Concern,

It takes a very unique and skilled company to lead in educational institution construction with the varying levels of accountability on and off the school grounds. Individuals must not only possess the necessary knowledge and managerial skills, but also have the appropriate temperament to deal with teachers, community leaders and administrators. I am extremely fortunate to have had an energetic and dynamic architecture firm who "fits the bill" - Gardner Spencer Smith Tench & Jarbeau, P.C.

It gives me great pleasure provide this letter of reference for Gardner Spencer Smith Tench & Jarbeau (GSSTJ) The Muscogee County School District, George Washington Carver High School Alumni Association, the Midtown Columbus Community, Parents, Students, and the faculty and staff at G.W. Carver High School are extremely pleased with the high level of service we received while working with GSSTJ on the design and construction of George Washington Carver High School.

Their attention to project details, budget and timelines met or exceeded all of our expectations. The firm provided a consistent high level of service and professionalism. The expertise and skill set they brought to the team contributed to a successful outcome of the project. Examples of their outstanding service include but are not limited to the list below:

- Excellence in project management, scheduling, timeliness of project completion and ability to stay within budget
- Dedication to client service and customer care
- Exceptional project safety performance
- Overcoming the challenge of a difficult project

As the Principal of G.W. Carver High School, I have had the pleasure of watching GSSTJ and working with them from a distance as well as directly with them on a myriad of projects concerning our new school. I have found GSSTJ to be cooperative and decisive, compassionate and determined.

In my capacity as Principal, I have had the pleasure of working with various architects and it is without hesitation that I proudly state that GSSTJ has the knowledge and experience that places them at the top of an extensive list. Please give GSSTJ every possible consideration for designing and constructing your facilities.

  
Sincerely,

RFQU NO. 24-752-017

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## 5.1 INDIVIDUAL REVIEW

### 5.1.6 References

#### 5.1.6.1 Written Recommendations & Strategy on Working with Owners

At Northcutt Stadium, our team had the opportunity to collaborate closely with the school system in making a decision between natural and artificial turf for their football field. Understanding the unique needs and priorities of the school system, we conducted thorough research and analysis on both options. GSST&J presented the school system with comprehensive information on the benefits and drawbacks of each type of turf, including factors such as maintenance requirements, durability, cost, and environmental impact. Through open and transparent communication, we facilitated discussions and provided guidance to help the school system weigh the pros and cons of each option. By considering their specific requirements, budget constraints, and long-term goals, we were able to make an *informed decision that best suited the needs of the school system.*



Emily Lembeck, Ed. D.  
*Superintendent*

To Whom It May Concern:

This letter is written as a formal recommendation for the architectural firm Gardner, Spencer, Smith, and Tench & Jarbeau. Beginning in November of 2013, we began working with them on the renovation/modification of our high school football stadium.

We have been extremely pleased with their response to client's needs and their ability to work with budgets, schedules and the construction contractor. Their quality of work and communication skills has been exceptional.

I would not hesitate to recommend their firm to work with your school system and if selected, would truly be an asset to your project.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Danny B. Smith".

Danny B. Smith  
Executive Director,  
Maintenance & Support

250 Howard Street • Marietta, Georgia 30060 • (770) 422-3500, FAX: (770) 425-4095  
[www.marietta-city.org](http://www.marietta-city.org)

RFQU NO. 24-752-017

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3340 Peachtree Rd NE  
Ste 1800  
Atlanta, GA 30326  
p. (404) 522-8805  
[www.gsstj.com](http://www.gsstj.com)

## ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Qualifications (RFQu) No. 24-752-023** for Project No. N/A; **Professional A/E Services** containing a full set of documents:

### Owner's Project Specific Information

|              |                                                                                |
|--------------|--------------------------------------------------------------------------------|
| Appendix B:  | Design Review-Minimum Submittal Requirements (10 pages)                        |
| Appendix C1: | Elementary School Educational Specifications (45 pages)                        |
| Appendix C2: | Middle School Educational Specifications (82 pages)                            |
| Appendix C3: | High School Educational Specifications (122 pages)                             |
| Appendix D:  | DCSD 2020 Vision – Educational Specifications and Design Guidelines (85 pages) |
| Appendix I:  | Continuing Contract for Professional Services (37 pages)                       |

**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.**

| <u>Owner's Standard Forms:</u> |                                                                | <u>Include with Proposal</u> | <u>Check Box to Confirm Inclusion</u> |
|--------------------------------|----------------------------------------------------------------|------------------------------|---------------------------------------|
| Attachment A                   | Architect/Engineer Checklist and Certification (2 pages)       | YES                          | <input checked="" type="checkbox"/>   |
| Attachment B1                  | Corporate Certificate (1 page)                                 | B1 or B2 or B3 as applicable | <input checked="" type="checkbox"/>   |
| Attachment B2                  | Partnership Certificate (1 page)                               |                              | <input type="checkbox"/>              |
| Attachment B3                  | Entity Certificate (1 page)                                    |                              | <input type="checkbox"/>              |
| Attachment C                   | Design Professional Rate Schedule (5 pages)                    | YES                          | <input checked="" type="checkbox"/>   |
| Attachment D                   | Offeror's and Individuals' Affidavit of Noncollusion (2 pages) | YES                          | <input checked="" type="checkbox"/>   |
| Attachment E                   | Conflict of Interest Disclosure Affidavit (2 pages)            | YES                          | <input checked="" type="checkbox"/>   |
| Attachment F                   | Consent to Release Information (1 page)                        | YES                          | <input checked="" type="checkbox"/>   |
| Attachment G                   | Immigration and Security Certification (2 pages)               | YES                          | <input checked="" type="checkbox"/>   |
| Attachment H                   | No Submittal Response Form (1 page)                            | N/A                          |                                       |

| <u>Other Requirements:</u>                |  | <u>Include with Proposal</u> | <u>Check Box</u>                    |
|-------------------------------------------|--|------------------------------|-------------------------------------|
| Copy of Business License and Certificates |  | YES                          | <input checked="" type="checkbox"/> |
| Certificate of Insurance                  |  | YES                          | <input checked="" type="checkbox"/> |
| Electronic Version of bid documents       |  | YES                          | <input checked="" type="checkbox"/> |

1 (1/8/24); 2 (1/12/24);

Indicate **Addenda(s) Nos.** 3 (1/24/24) 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.

DeKalb County School District  
Professional Architectural/Engineering Services  
December 14, 2023

RFQu No. 24-752-017  
Project No. N/A  
Page 2 of 2

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: Gardner Spencer Smith Tench & Jarbeau, P.C.

Signature:  Printed Name: David W. Tench

Title: Vice-President/Principal Date: January 30, 2024

Sworn to and subscribed before me this 30th day of January, 2024.

Notary Public: Rhonda K. Solomon My commission expires: 8/11/2025

(SEAL)



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

## ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 1 of 5

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

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

Gardner Spencer Smith Tench & Jarbeau, P.C.  
*[legal name of Architect]*

3340 Peachtree Rd NE Ste 1800

Atlanta, GA 30326

*[address of Architect]*

(404) 522-8805 ext. 3

*[telephone number of Architect]*

dtench@gsstj.com

*[email address of Architect]*

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Continuing Contract Form for Professional Services between the DeKalb County Board of Education and the Architect; (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. N/A Architectural/Engineering Services** 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. Please provide the hourly rates as required in Section 4.2. of the Agreement (Appendix I) in the following manner are indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

| <b>Title/Position</b>                  | <b>Hourly Rate</b>     |
|----------------------------------------|------------------------|
| Principal:                             | \$ <u>165</u> per hour |
| Director:                              | \$ <u>125</u> per hour |
| Sr. Project Architect/Project Manager: | \$ <u>110</u> per hour |
| Project Architect:                     | \$ <u>105</u> per hour |
| Project Manager:                       | \$ <u>105</u> per hour |
| Project Coordinator:                   | \$ <u>90</u> per hour  |
| Interior Designer:                     | \$ <u>110</u> per hour |
| Project Captain:                       | \$ <u>100</u> per hour |
| Technical Staff:                       | \$ <u>90</u> per hour  |
| Contract Administrator:                | \$ <u>85</u> per hour  |
| Clerical:                              | \$ <u>55</u> per hour  |

Project Name: **Professional Architectural/Engineering Services**

RFQu No: **24-752-017**

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 2 of 5

|                                 |                 |
|---------------------------------|-----------------|
| Estimator:                      | \$ 85 per hour  |
| Scheduler:                      | \$ 75 per hour  |
| Designer:                       | \$ 90 per hour  |
| CADD:                           | \$ 80 per hour  |
| Civil Engineer                  | \$ 110 per hour |
| Junior Civil Engineer           | \$ 93 per hour  |
| Civil Draftsman                 | \$ 80 per hour  |
| Structural Engineer             | \$ 110 per hour |
| Junior Structural Engineer      | \$ 93 per hour  |
| Structural Draftsman            | \$ 80 per hour  |
| Mechanical Engineer             | \$ 110 per hour |
| Junior Mechanical Engineer      | \$ 93 per hour  |
| Mechanical Draftsman            | \$ 80 per hour  |
| Electrical Engineer             | \$ 110 per hour |
| Junior Electrical Engineer      | \$ 93 per hour  |
| Electrical Draftsman            | \$ 80 per hour  |
| Fire Protection Engineer        | \$ 110 per hour |
| Junior Fire Protection Engineer | \$ 93 per hour  |
| Fire Protection Draftsman       | \$ 80 per hour  |
| FF&E Coordinator                | \$ 75 per hour  |
| Others as appropriate           | \$ n/a per hour |

- b. Please provide a list of Design Professional's senior staff, subconsultants and subcontractors who will be assigned to provide the services required under this contract. This list will be included as Exhibit C in the contract.

| <b><u>NAME</u></b>                    | <b><u>FUNCTION</u></b>                             |
|---------------------------------------|----------------------------------------------------|
| <u>David Tench, GSST&amp;J</u>        | <u>Principal-in-Charge</u>                         |
| <u>Keith Solomon, GSST&amp;J</u>      | <u>Project Manager/Construction Administration</u> |
| <u>Joelle Tambuatco, GSST&amp;J</u>   | <u>Project Architect</u>                           |
| <u>Cody Steele, GSST&amp;J</u>        | <u>Architectural Associate</u>                     |
| <u>Anya Ray, GSST&amp;J</u>           | <u>Architectural Associate</u>                     |
| <u>Sherry Friedenberg, GSST&amp;J</u> | <u>Interior Design</u>                             |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |

Project Name: **Professional Architectural/Engineering Services**

RFQu No: **24-752-017**

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 3 of 5

Civil: Chip Brown/Chuck Moore -- Breedlove Land Planning

Structural: Jason Baines -- Alpha Omega Engineering

Mechanical: Nathan Hammond/Stephen Farquharson -- Hammond & Associates

Plumbing: Nathan Hammond/Stephen Farquharson -- Hammond & Associates

Electrical: Nathan Hammond/Stephen Farquharson -- Hammond & Associates

Kitchen Consultant: James Camacho -- Camacho Associates

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

1 (1/8/24); 2 (1/12/24); 3 (1/24/24)

- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 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.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

- (1) Architect has read and understands the Proposal Documents and the Proposal is made in accordance therewith;
- (2) Architect has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Design Services or the Work for which the Proposal is submitted;
- (3) the Proposal is based upon furnishing all of the Design Services and the Work, and other things required by the Proposal Documents; and
- (4) all facts stated in the Proposal are true and correct.

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

Gardner Spencer Smith Tench & Jarbeau, P.C.

*[typed name of Architect]*

By:  [seal]

*[signature]*

David W. Tench, Vice-President/Principal

*[typed name and title]*

3340 Peachtree Rd NE Ste 1800

Atlanta, GA 30326

*[address of Architect]*

(404 ) 522-8805 ext. 3

*[business telephone number]*

January 30, 2024

*[date of execution]*

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



Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 5 of 5

**(For Joint Venture Proposals)**

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

Respectfully submitted \_\_\_\_\_  
[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 B1: CORPORATE CERTIFICATE**

STATE OF Georgia  
COUNTY OF Fulton

I, B. Randall Smith, certify that I am the Secretary of the  
corporation named as offeror in the foregoing proposal; that David W. Tench  
who signed said proposal on behalf of the offeror was then Vice-President 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.

B. Randall Smith  
[signature]

B. Randall Smith  
[typed name]

Subscribed and sworn to  
before me this 30th day of  
January, 2024.

(SEAL)

Rhonda K. Solomon  
Notary Public



My Commission Expires:  
8/11/2025

**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, Gardner Spencer Smith Tench & Jarbeau, P.C. ("Offeror"),  
*[Name of Offeror]*

appearing by and through David W. Tench, its Vice-President/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)]*

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(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 **Professional Architectural/Engineering Services** (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 30th day of January, 2024

Gardner Spencer Smith Tench & Jarbeau, P.C.

[insert name of Offeror]

and

David W. Tench

[insert name of Individual And Representative Affiant]

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

Vice-President/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 30th day of January, 2024.

Notary Public: Rhonda K. Solomon My commission expires: 8 /11/25



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

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), David W. Tench am the (*Title*)  
Vice-President/Principal and I am the duly authorized  
representative of the firm of (*Firm Name*) Gardner Spencer Smith Tench & Jarbeau, P.C.  
(the "Firm") for purposes of this  
Affidavit, whose address is (*Firm Address*) 3340 Peachtree Rd NE Ste 1800  
Atlanta, GA 30326, and I possess the legal authority to make this Affidavit on  
behalf of myself and the Firm, as follows:

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

| <u>Firm Representative</u> | <u>Owner Representative</u> | <u>Relation</u> |
|----------------------------|-----------------------------|-----------------|
| <u>N/A</u>                 | <u>N/A</u>                  | <u>N/A</u>      |
| <u> </u>                   | <u> </u>                    | <u> </u>        |
| <u> </u>                   | <u> </u>                    | <u> </u>        |
| <u> </u>                   | <u> </u>                    | <u> </u>        |
| <u> </u>                   | <u> </u>                    | <u> </u>        |

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature:



Printed Name:

David W. Tench

Firm Name:

Gardner Spencer Smith Tench & Jarbeau, P.C.

Date:

January 30, 2024

Sworn to and described before me this 30th day of January 2024

Personally known:



OR Produced Identification:

Type of Identification:

Notary Public – State of

Georgia

My Commission Expires

August 11, 2025

Affix Notary Seal Here:

Rhonda K. Solomon



**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 30th day of January, 2024.

Gardner Spencer Smith Tench & Jarbeau, P.C.

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

By: 

Printed name: David W. Tench

Printed Title: Vice-President/Principal

## ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

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

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

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

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

4) DWT (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) DWT (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]  
Signature

January 30, 2024  
Date

204385  
EEV/Basic Pilot Program  
User Identification Number

April 4, 2009  
Date of Authorization

Firm Name: Gardner Spencer Smith Tench & Jarbeau, P.C.

Street/Mailing Address: 3340 Peachtree Rd NE Ste 1800

City, State, Zip Code: Atlanta, GA 30326

Telephone Number: (404) 522-8805 ext. 3

Email Address: dtench@gsstj.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

30th DAY OF January, 2024

Rhonda K. Solomon  
Notary Public



My Commission Expires: August 11, 2025

## ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Qualifications (RFQu) No. 24-752-023** for Project No. **N/A**; **Professional A/E Services** containing a full set of documents:

### Owner's Project Specific Information

|              |                                                                                |
|--------------|--------------------------------------------------------------------------------|
| Appendix B:  | Design Review-Minimum Submittal Requirements (10 pages)                        |
| Appendix C1: | Elementary School Educational Specifications (45 pages)                        |
| Appendix C2: | Middle School Educational Specifications (82 pages)                            |
| Appendix C3: | High School Educational Specifications (122 pages)                             |
| Appendix D:  | DCSD 2020 Vision – Educational Specifications and Design Guidelines (85 pages) |
| Appendix I:  | Continuing Contract for Professional Services (37 pages)                       |

**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.**

| <u>Owner's Standard Forms:</u>            |                                                                | <u>Include with Proposal</u> | <u>Check Box to Confirm Inclusion</u> |
|-------------------------------------------|----------------------------------------------------------------|------------------------------|---------------------------------------|
| Attachment A                              | Architect/Engineer Checklist and Certification (2 pages)       | YES                          | <input checked="" type="checkbox"/>   |
| Attachment B1                             | Corporate Certificate (1 page)                                 | B1 or B2 or B3 as applicable | <input checked="" type="checkbox"/>   |
| Attachment B2                             | Partnership Certificate (1 page)                               |                              | <input type="checkbox"/>              |
| Attachment B3                             | Entity Certificate (1 page)                                    |                              | <input type="checkbox"/>              |
| Attachment C                              | Design Professional Rate Schedule (5 pages)                    | YES                          | <input checked="" type="checkbox"/>   |
| Attachment D                              | Offeror's and Individuals' Affidavit of Noncollusion (2 pages) | YES                          | <input checked="" type="checkbox"/>   |
| Attachment E                              | Conflict of Interest Disclosure Affidavit (2 pages)            | YES                          | <input checked="" type="checkbox"/>   |
| Attachment F                              | Consent to Release Information (1 page)                        | YES                          | <input checked="" type="checkbox"/>   |
| Attachment G                              | Immigration and Security Certification (2 pages)               | YES                          | <input checked="" type="checkbox"/>   |
| Attachment H                              | No Submittal Response Form (1 page)                            | N/A                          |                                       |
| <u>Other Requirements:</u>                |                                                                | <u>Include with Proposal</u> | <u>Check Box</u>                      |
| Copy of Business License and Certificates |                                                                | YES                          | <input checked="" type="checkbox"/>   |
| Certificate of Insurance                  |                                                                | YES                          | <input checked="" type="checkbox"/>   |
| Electronic Version of bid documents       |                                                                | YES                          | <input checked="" type="checkbox"/>   |

1 (1/8/24); 2 (1/12/24);  
Indicate **Addenda(s) Nos.** 3 (1/24/24) 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.

DeKalb County School District  
Professional Architectural/Engineering Services  
December 14, 2023

RFQu No. 24-752-017  
Project No. N/A  
Page 2 of 2

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.

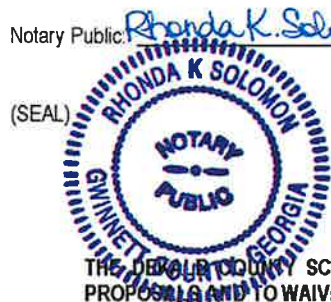
Name of Architect/Engineer: Gardner Spencer Smith Tench & Jarbeau, P.C.

Signature:  Printed Name: David W. Tench

Title: Vice-President/Principal Date: January 30, 2024

Sworn to and subscribed before me this 30th day of January, 2024.

Notary Public: Rhonda K. Solomon My commission expires: 8/11/2025



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, B. Randall Smith, certify that I am the Secretary of the  
corporation named as offeror in the foregoing proposal; that David W. Tench  
who signed said proposal on behalf of the offeror was then Vice-President 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.

B. Randall Smith  
[signature]

B. Randall Smith  
[typed name]

Subscribed and sworn to  
before me this 30th day of  
January, 2024.

(SEAL)

Rhonda K. Solomon  
Notary Public



My Commission Expires:  
8/11/2025

## ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 1 of 5

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

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

Gardner Spencer Smith Tench & Jarbeau, P.C.

*[legal name of Architect]*

3340 Peachtree Rd NE Ste 1800

Atlanta, GA 30326

*[address of Architect]*

(404) 522-8805 ext. 3

*[telephone number of Architect]*

dtench@gstj.com

*[email address of Architect]*

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Continuing Contract Form for Professional Services between the DeKalb County Board of Education and the Architect; (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. N/A Architectural/Engineering Services 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. Please provide the hourly rates as required in Section 4.2. of the Agreement (Appendix I) in the following manner are indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

| <b>Title/Position</b>                  | <b>Hourly Rate</b>     |
|----------------------------------------|------------------------|
| Principal:                             | \$ <u>165</u> per hour |
| Director:                              | \$ <u>125</u> per hour |
| Sr. Project Architect/Project Manager: | \$ <u>110</u> per hour |
| Project Architect:                     | \$ <u>105</u> per hour |
| Project Manager:                       | \$ <u>105</u> per hour |
| Project Coordinator:                   | \$ <u>90</u> per hour  |
| Interior Designer:                     | \$ <u>110</u> per hour |
| Project Captain:                       | \$ <u>100</u> per hour |
| Technical Staff:                       | \$ <u>90</u> per hour  |
| Contract Administrator:                | \$ <u>85</u> per hour  |
| Clerical:                              | \$ <u>55</u> per hour  |

Project Name: **Professional Architectural/Engineering Services**

RFQu No: **24-752-017**

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 2 of 5

|                                 |                        |
|---------------------------------|------------------------|
| Estimator:                      | \$ <u>85</u> per hour  |
| Scheduler:                      | \$ <u>75</u> per hour  |
| Designer:                       | \$ <u>90</u> per hour  |
| CADD:                           | \$ <u>80</u> per hour  |
| Civil Engineer                  | \$ <u>110</u> per hour |
| Junior Civil Engineer           | \$ <u>93</u> per hour  |
| Civil Draftsman                 | \$ <u>80</u> per hour  |
| Structural Engineer             | \$ <u>110</u> per hour |
| Junior Structural Engineer      | \$ <u>93</u> per hour  |
| Structural Draftsman            | \$ <u>80</u> per hour  |
| Mechanical Engineer             | \$ <u>110</u> per hour |
| Junior Mechanical Engineer      | \$ <u>93</u> per hour  |
| Mechanical Draftsman            | \$ <u>80</u> per hour  |
| Electrical Engineer             | \$ <u>110</u> per hour |
| Junior Electrical Engineer      | \$ <u>93</u> per hour  |
| Electrical Draftsman            | \$ <u>80</u> per hour  |
| Fire Protection Engineer        | \$ <u>110</u> per hour |
| Junior Fire Protection Engineer | \$ <u>93</u> per hour  |
| Fire Protection Draftsman       | \$ <u>80</u> per hour  |
| FF&E Coordinator                | \$ <u>75</u> per hour  |
| Others as appropriate           | \$ <u>n/a</u> per hour |

- b. Please provide a list of Design Professional's senior staff, subconsultants and subcontractors who will be assigned to provide the services required under this contract. This list will be included as Exhibit C in the contract.

| <b><u>NAME</u></b>                    | <b><u>FUNCTION</u></b>                             |
|---------------------------------------|----------------------------------------------------|
| <u>David Tench, GSST&amp;J</u>        | <u>Principal-in-Charge</u>                         |
| <u>Keith Solomon, GSST&amp;J</u>      | <u>Project Manager/Construction Administration</u> |
| <u>Joelle Tambuatco, GSST&amp;J</u>   | <u>Project Architect</u>                           |
| <u>Cody Steele, GSST&amp;J</u>        | <u>Architectural Associate</u>                     |
| <u>Anya Ray, GSST&amp;J</u>           | <u>Architectural Associate</u>                     |
| <u>Sherry Friedenberg, GSST&amp;J</u> | <u>Interior Design</u>                             |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |
| <u> </u>                              | <u> </u>                                           |

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 3 of 5

Civil: Chip Brown/Chuck Moore -- Breedlove Land Planning  
Structural: Jason Baines -- Alpha Omega Engineering  
Mechanical: Nathan Hammond/Stephen Farquharson -- Hammond & Associates  
Plumbing: Nathan Hammond/Stephen Farquharson -- Hammond & Associates  
Electrical: Nathan Hammond/Stephen Farquharson -- Hammond & Associates  
Kitchen Consultant: James Camacho -- Camacho Associates

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

1 (1/8/24); 2 (1/12/24); 3 (1/24/24)

- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 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.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

- (1) Architect has read and understands the Proposal Documents and the Proposal is made in accordance therewith;
- (2) Architect has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Design Services or the Work for which the Proposal is submitted;
- (3) the Proposal is based upon furnishing all of the Design Services and the Work, and other things required by the Proposal Documents; and
- (4) all facts stated in the Proposal are true and correct.

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

Gardner Spencer Smith Tench & Jarbeau, P.C.

*[typed name of Architect]*

By:  [seal]

*[signature]*

David W. Tench, Vice-President/Principal

*[typed name and title]*

3340 Peachtree Rd NE Ste 1800

Atlanta, GA 30326

*[address of Architect]*

(404 ) 522-8805 ext. 3

*[business telephone number]*

January 30, 2024

*[date of execution]*

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 5 of 5

**(For Joint Venture Proposals)**

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

Respectfully submitted \_\_\_\_\_  
[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, Gardner Spencer Smith Tench & Jarbeau, P.C. ("Offeror"),  
*[Name of Offeror]*

appearing by and through David W. Tench, its Vice-President/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 **Professional Architectural/Engineering Services** (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 30th day of January, 2024

Gardner Spencer Smith Tench & Jarbeau, P.C.

*[insert name of Offeror]*

and

David W. Tench

*[insert name of Individual And Representative Affiant]*

By: , both individually and on behalf of Offeror as its

*[signature]*

Vice-President/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 30th day of January, 2024.

Notary Public: Rhonda K. Solomon My commission expires: 8 /11/25



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

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), David W. Tench am the (*Title*)  
Vice-President/Principal and I am the duly authorized  
representative of the firm of (*Firm Name*) Gardner Spencer Smith Tench & Jarbeau, P.C.  
(the "Firm") for purposes of this  
Affidavit, whose address is (*Firm Address*) 3340 Peachtree Rd NE Ste 1800  
Atlanta, GA 30326, and I possess the legal authority to make this Affidavit on  
behalf of myself and the Firm, as follows:

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

| <u>Firm Representative</u> | <u>Owner Representative</u> | <u>Relation</u> |
|----------------------------|-----------------------------|-----------------|
| <u>N/A</u>                 | <u>N/A</u>                  | <u>N/A</u>      |
| <u> </u>                   | <u> </u>                    | <u> </u>        |
| <u> </u>                   | <u> </u>                    | <u> </u>        |
| <u> </u>                   | <u> </u>                    | <u> </u>        |
| <u> </u>                   | <u> </u>                    | <u> </u>        |

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature:  \_\_\_\_\_

Printed Name: David W. Tench

Firm Name: Gardner Spencer Smith Tench & Jarbeau, P.C.

Date: January 30, 2024

Sworn to and described before me this 30th day of January 2024

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

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

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

Notary Public – State of Georgia

My Commission Expires August 11, 2025

Affix Notary Seal Here: Rhonda K. Solomon



**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 30th day of January, 2024.

Gardner Spencer Smith Tench & Jarbeau, P.C.

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

By: 

Printed name: David W. Tench

Printed Title: Vice-President/Principal

## ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

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

4) DWT (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) DWT (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]  
Signature

January 30, 2024  
Date

204385  
EEV/Basic Pilot Program  
User Identification Number

April 4, 2009  
Date of Authorization

Firm Name: Gardner Spencer Smith Tench & Jarbeau, P.C.

Street/Mailing Address: 3340 Peachtree Rd NE Ste 1800

City, State, Zip Code: Atlanta, GA 30326

Telephone Number: (404) 522-8805 ext. 3

Email Address: dtench@gsstj.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

30th DAY OF January, 2024

Rhonda K. Solomon  
Notary Public

My Commission Expires: August 11, 2025



**EXHIBIT "H"**

**MANDATORY ADDENDUM TO THE  
OWNER/DESIGN PROFESSIONAL AGREEMENT  
(DESIGN AND SUPERVISION OF A STATE-FUNDED CAPITAL OUTLAY CONSTRUCTION  
PROJECT ONLY)**

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

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

consent of the Owner. The Owner agrees to provide a response to the Architect within 14 days of any such request by the Architect.

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

The **Stated Cost Limitation** for the Project shall be \$\_\_\_\_\_, 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, subconsultants, or employees shall be the sole property of the Owner regardless of the stage in which the development of the design has progressed, and shall be delivered to the Owner upon request. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract.
12. The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after execution by the Architect of the "Certificate of Final Completion" indicating final completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

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

- i. With minimum limits per claim of 20% of the stated cost limitation set forth in the Work Authorization but not less than the minimum limits of \$2,000,000 per claim coverage, \$2,000,000 aggregate.
- ii. Workmen's Compensation and Employer's Liability to statutory limits.

iii. 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;
- (d) Products and Completed Operations Aggregate: \$1,000,000;
- (e) Personal & Advertising Injury: \$1,000,000;
- (g) Each Occurrence: \$1,000,000;
- (h) Fire Damage (Any one fire): \$50,000; and,
- (i) Medical Expense (Any one person): \$5,000.

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

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.

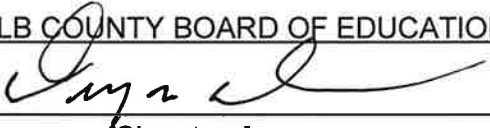
13. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, **at a minimum, inspect work at the Project site** \_\_\_\_\_, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed 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.

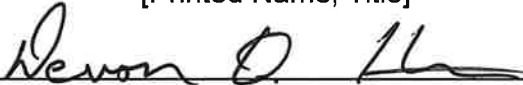
16. The Architect shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of 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:

DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature]

Mr. Dijon DaCosta, Sr., Board Chairperson  
[Printed Name, Title]

By:   
[Signature]

Dr. Devon Q. Horton, Superintendent  
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

6-25-24  
[Date of Execution]

ARCHITECT:

  
By:   
[Signature]

Kerth Solomon  
[Printed Name]

Vice President  
[Title]

3845 Peachtree St.  
[Printed Address]

May 28<sup>th</sup>, 2024  
[Date of Execution]

## EXHIBIT "I"

### CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

204385  
EEV/Basic Pilot Program User Identification Number

April 4, 2009  
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.

CARDINAL SPANISH SMT WITH TENCH & JARBEN  
Company Name / Contractor Name

5/22/2024  
Date

BY: [Signature]  
Signature of Authorized Officer or Agent

5/22/2024  
Date

Vice-President/Principal  
Title of Authorized Officer or Agent of Contractor

W. TENCH AUS V.P. ALUNYAN  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
22nd DAY OF May, 2024

Rhonda K. Solomon  
Notary Public  
My Commission Expires: August 11, 2025



## **EXHIBIT "J"**

### **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 Gardner Spencer Smith  
Tench & Jarbeau, P.C. (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

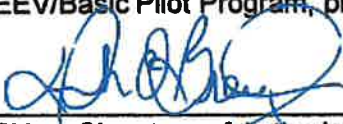
(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit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

69324  
EEV/Basic Pilot Program User Identification Number

November 2007  
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: Signature of Authorized Officer or Agent

May 28, 2024

Date

Breedlove Land Planning  
(Subcontractor Company Name)

President  
Title of Authorized Officer or Agent of Subcontractor

Hugh O. Brown, Jr.  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
28th DAY OF May, 2024  
Shelby Lucas  
Notary Public  
My Commission Expires: March 23, 2027

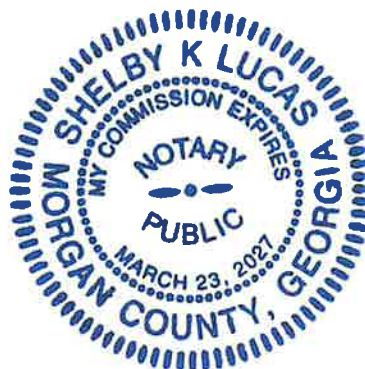


**EXHIBIT "J"**

**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 Gardner Spencer Smith  
Tench & Jarbeau, P.C.  
(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.

I am a single member LLC  
EEV/Basic Pilot Program User Identification Number

N/A  
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.

Jason Baines  
BY: Signature of Authorized Officer or Agent

May 28, 2024  
Date

Alpha Omega Engineering, LLC  
(Subcontractor Company Name)

President  
Title of Authorized Officer or Agent of Subcontractor

Jason Baines  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
28th DAY OF May, 2024  
[Signature]  
Notary Public  
My Commission Expires: 10/25/2026



**EXHIBIT "J"**

**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 Gardner Spencer Smith  
Tench & Jarbeau, P.C.  
(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.

1347491  
EEV/Basic Pilot Program User Identification Number

10/18/2021  
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: Signature of Authorized Officer or Agent

5/28/2024  
Date

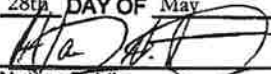
Hammond Engineering, Inc.  
(Subcontractor Company Name)

President  
Title of Authorized Officer or Agent of Subcontractor

Nathaniel Hammond  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

28th DAY OF May, 2024

  
Notary Public  
My Commission Expires: March 14, 2026

