

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

**Design
Professional:** Foreman Seeley Fountain, Inc.

**Design
Professional Address:** 3091 Governors Lake Drive Suite 150
Peachtree Corners, Georgia 30071

Solicitation No.: RFQu No. 24-752-017

TABLE OF CONTENTS

Article 1	Design Professional's Responsibilities	2
Article 2	Owner's Responsibilities.....	5
Article 3	Schedule.....	6
Article 4	Compensation.....	8
Article 5	Ownership and License of Documents and Intellectual Property.....	9
Article 6	Maintenance of Records.....	10
Article 7	Indemnity.....	11
Article 8	Errors and Omissions Insurance.....	11
Article 9	Other Insurance.....	11
Article 10	Services by Design Professional's Own Staff.....	12
Article 11	Waiver of Claims.....	12
Article 12	Termination or Suspension.....	12
Article 13	Prohibition Against Contingent Fees.....	13
Article 14	Conflict of Interest.....	13
Article 15	Applicable Law.....	14
Article 16	Successors and Assigns.....	14
Article 17	No Third-Party Beneficiaries.....	14
Article 18	Cooperation with Program Manager and Construction Manager.....	14
Article 19	Asbestos Statement.....	15
Article 20	Mandatory Addendum to the Owner/Design Professional Agreement.....	15
Article 21	Entire Agreement.....	15
Article 22	Modification.....	15
Article 23	Notices and Address of Record.....	15
Article 24	Miscellaneous.....	16
Exhibit "A"	List of Proposal Documents for the Project.....	20
Exhibit "B"	Work Authorization Form.....	21
Exhibit "C"	Staffing Schedule.....	22
Exhibit "D"	Rate Schedule.....	23
Exhibit "E"	Other Insurance.....	28
Exhibit "F"	Asbestos Exclusion Certification Form.....	30
Exhibit "G"	Design Professional Proposal.....	31
Exhibit "H"	Mandatory Addendum to the Owner/Design Professional Agreement.....	90
Exhibit "I"	Contractor Affidavit.....	95
Exhibit "J"	Subcontractor Affidavit.....	97

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **Foreman Seeley Fountain, Inc.**, authorized to do business in the State of Georgia, whose business address is **3091 Governors Lake Drive, Suite 150, Peachtree Corners, GA 30071** (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 Jerry A. Fountain 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 ___% 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:

**Foreman Seeley Fountain, Inc.
3091 Governors Lake Drive Suite 150
Peachtree Corners, Georgia 30071**

ATTENTION: Jerry A. Fountain

- 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

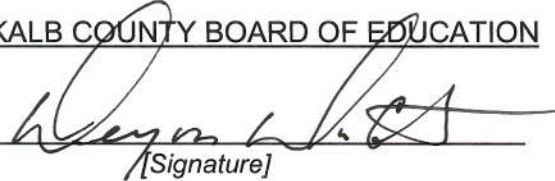
order. The parties shall share the responsibility for the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements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

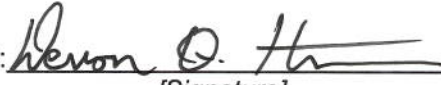
[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 
[Signature]

Mr. 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]

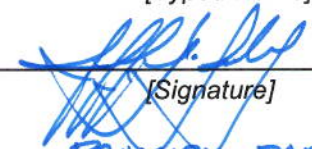
[Date of Execution]


Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

FOREMAN SEELEY FOUNTAIN INC.

[Typed Name]

By: 
[Signature]

PRINCIPAL PARTNER
[Printed Name, Title]

JEFFERY M. SEELEY

3091 Governors Lake Dr. S.150

PEACHTREE CORNERS, GA 30071
[Printed Address]

5/23/2024
[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

<u>Name</u>	<u>Function</u>
Jerry Fountain	Principal-in-Charge
Jeffery Seeley	Principal Architect QC/QA
Nadine Nacy	Principal Architect
Lisa Steffee	Architect
Albalis Smith	Architect
Ahn Doan	Production
Nupar Dudeja	Interior Design/Production
Takiyah Braxton	Business Manager
Civil:	Eberly & Associates
Structural:	Wallace Design Collective
Mechanical:	AHP Consulting Engineers
Plumbing:	AHP Consulting Engineers
Electrical:	AHP Consulting Engineers
Kitchen Consultant:	InSync Design

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,

Foreman Seeley Fountain Architecture

[legal name of Architect]

3091 Governors Lake Drive Suite 150

Peachtree Corners, GA 30071

[address of Architect]

770.729.8433

[telephone number of Architect]

fountain@FSFArchitecture.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):

Title/Position	Hourly Rate
Principal:	\$ <u>200.00</u> per hour
Director:	\$ <u>N/A</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>200.00</u> per hour
Project Architect:	\$ <u>190.00</u> per hour
Project Manager:	\$ <u>170.00</u> per hour
Project Coordinator:	\$ <u>N/A</u> per hour
Interior Designer:	\$ <u>170.00</u> per hour
Project Captain:	\$ <u>N/A</u> per hour
Technical Staff:	\$ <u>170.00</u> per hour
Contract Administrator:	\$ <u>200.00</u> per hour
Clerical:	\$ <u>100.00</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>100.00</u> per hour
Scheduler:	\$ <u>125.00</u> per hour
Designer:	\$ <u>160.00</u> per hour
CADD:	\$ <u>75.00</u> per hour
Civil Engineer	\$ <u>255.00</u> per hour
Junior Civil Engineer	\$ <u>200.00</u> per hour
Civil Draftsman	\$ <u>160.00</u> per hour
Structural Engineer	\$ <u>165.00</u> per hour
Junior Structural Engineer	\$ <u>150.00</u> per hour
Structural Draftsman	\$ <u>140.00</u> per hour
Mechanical Engineer	\$ <u>225.00</u> per hour
Junior Mechanical Engineer	\$ <u>160.00</u> per hour
Mechanical Draftsman	\$ <u>N/A</u> per hour
Electrical Engineer	\$ <u>225.00</u> per hour
Junior Electrical Engineer	\$ <u>160.00</u> per hour
Electrical Draftsman	\$ <u>N/A</u> per hour
Fire Protection Engineer	\$ <u>225.00</u> per hour
Junior Fire Protection Engineer	\$ <u>160.00</u> per hour
Fire Protection Draftsman	\$ <u>N/A</u> per hour
FF&E Coordinator	\$ <u>150.00</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.

<u>NAME</u>	<u>FUNCTION</u>
<u>Jerry A. Fountain</u>	<u>Principal-In-Charge</u>
<u>Jeffery Seeley</u>	<u>Principal Architect QC/QA</u>
<u>Nadine Nacy</u>	<u>Principal Architect</u>
<u>Lisa Steffee</u>	<u>Architect</u>
<u>Albalis Smith</u>	<u>Architect</u>
<u>Ahn Doan</u>	<u>Production</u>
<u>Nupur Dudeja</u>	<u>Interior Design/Production</u>
<u>Takiyah Braxton</u>	<u>Business Manager</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: Mike Wright, Civil Engineering | Eberly & Associates
Structural: Sara Appleton, Structural Engineer | Wallace Design Collective
Mechanical: Wesley Haynes, Mechanical Engineer | AHP Consulting Engineers
Plumbing: AHP Consulting Engineers
Electrical: Naeem Osmani, Electrical Engineering | AHP Consulting Engineers
Kitchen Consultant: InSync Design

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
01- 01/08/2024; 02 - 01/12/2024; 03 - 01/24/24
- 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

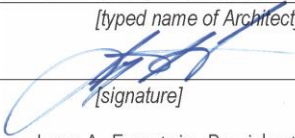
Page 4 of 5

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,

Foreman Seeley Fountain, Inc.

[typed name of Architect]

By:  [seal]

[signature]

Jerry A. Fountain, President

[typed name and title]

3091 Governors Lake Drive Suite 150

Peachtree Corners, GA 30071

[address of Architect]

(770) 729.8433

[business telephone number]

January 24, 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 _____ DeKalb County School District, _____ (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 NO. 24-752-017

**PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES**



Proposal Date
February 1, 2024

FOREMAN | SEELEY | FOUNTAIN
architecture

3091 Governors Lake Dr NW #150
Norcross, GA 30071
Phone: 770.729.8433
fax 770.729.8466

February 1, 2024

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

**REQUEST FOR QUALIFICATIONS (RFQ) No. 24-752-017
PROFESSIONAL ARCHITECTURAL AND ENGINEERING
SERVICES**

Dear Selection Committee Members:

I am writing to express the profound interest of Foreman Seeley Fountain Architecture (FSFA) in collaborating on the Architectural Design, Engineering and Construction for standby services, as detailed in the recent Request for Proposal (RFP).

As a leader in Learning Environment design, FSF is passionate about delivering creative solutions to the complex challenges of today's educational environments. Our philosophy epitomizes expertise, innovation, and passion for design with an unprecedented commitment to exemplary client satisfaction. Our track record of repeat work with many educational institutions and school systems in Georgia proves our commitment and ability to delivery to the highest standards.

FSFA's approach brings the right resources to your project across all stages of development and execution. With over 95 K-12 education projects, it has always been our mission to align economic and industry drivers with leadership in educational planning and design to ensure that our children of today can be the leaders of tomorrow.

We have assembled the most experienced and innovative team of professionals available to lead your project bringing decades of experience to guide the team.

With an In-house Architect holding ALEP (Accredited Learning Environment Planner) Certificate, FSF strives to stay at the forefront of educational trends and how students communities best learn.

We will work hand-in-hand with DeKalb County School District to design tailor-made solutions that best fit your needs for this contract.

FSFA's commitment to stability, client-centric leadership, and financial soundness since our establishment in 1985 underscores our reliability. As a principal-led firm, we will be directly involved in the project, ensuring the highest level of commitment and quality for both the project and its stakeholders.

Our 39-year track record showcases our proficiency in designing for committees and communities, incorporating diverse opinions and ideas into cohesive designs that not only meet community needs but also align with the County's budget. Collaborating with a team of experienced sub-consultants, we bring a long history of educational experience to the table, guaranteeing the delivery of a state-of-the-art school facilities.

Our Education Studio team is completely focused on the opportunity to serve DeKalb County School District, and as a result, if given the opportunity, DCSD will have the full commitment of our "A-Team" for your projects.

Our primary focus will be ensuring successful projects through the extensive allocation of our experienced education planning and design team. We view DCSD as a part of the foundation of our educational client relationship in Georgia.

Our team is committed, excited, and grateful for the opportunity to work with DeKalb Count School District. Our commitment is to bring our passion, education design knowledge and creativity to you. We also commit to hold the traits and qualities you like to see in an architectural team at the forefront of what we do. We understand listening is the first step to being a great consultant.

In addition to being good listeners, we promise to go the extra mile and do the little things that matter. We look forward to sharing this philosophy with you and will strive to help you fulfill the School District's strategic plan for the coming years.

Sincerely,



Nadine Nacy
Senior Principal
Education Practice Leader
nacy@FSFarchitecture.com

REQUEST FOR QUALIFICATIONS NO. 24-752-

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES



4.3

COMPLIANCE INFORMATION

- .1 GA SECRETARY OF
STATE CERTIFICATION
- .2 CERTIFICATIONS &
LICENSURE
- .3 FIRM INFORMATION,
LONGEVITY
& OFFICERS
- .4 CONFLICT OF
INTEREST
- .5 FINANCIAL
RESOURCES

5.1

INDIVIDUAL SCREENING CRITERIA

- .1 PROJECT
EXPERIENCE
- .2 PROJECT
TEAM
- .3 WORKLOAD
- .4 EQUITABLE
DISTRIBUTION
- .5 DESIGN FEE
[Separate File]
- .6 REFERENCES



4.3 COMPLIANCE INFORMATION

about THE FIRM

Founded in 1985 by Robert C. Foreman, Foreman Seeley Fountain Architecture (FSFA) boasts a robust 38-year history anchored in stability and unwavering commitment to client satisfaction. We have maintained our stability and dedication to clients throughout the past four decades by operating as a principal-led firm. As we like to say, "We are architects. We aren't in the business of architecture," which is why we maintain a small boutique firm where our leaders are project managers and designers.

This principal-led approach is what makes us unique. Our leaders have an active role and a vested interest in ensuring projects are delivered with the utmost quality and customer service, and it shows.

At the heart of FSFA's enduring success lies a close-knit company culture that has been cultivated since its inception. The firm's origins trace back to Bob Foreman's vision of providing meticulous and thoughtful design services to religious clients, often managing large and complex committees. This commitment to careful, client-centered design remains ingrained in our organizational culture and shapes our approach to clients today.

Foreman Seeley Fountain Architecture (FSFA) meets the minimum criteria as specified in the RFQ.

4.3.1 CERTIFICATION

FSFA is certified by the Georgia Secretary of State to complete business in the State of Georgia.

4.3.1.1 PROPOSING FIRM

Foreman Seeley Fountain Architecture

4.3.1.2 GEORGIA CERTIFICATION

FSFA is certified by the Georgia Secretary of State. Evidence of certification has been upload to ionwave.

4.3.2 LICENSURE

FSFA and our engineering partners hold all required licenses to provide Architecture and Engineering services in the State of Georgia.

4.3.2.1 PROFESSIONAL LICENSURE

Proof of licensure has been provided via an ionwave attachment.

4.3.2.2 JOINT VENTURE

This team is not part of a joint venture. FSFA will be the lead firm with subconsultant engineering firms.

1



**At Foreman Seeley
Fountain Architecture,
we have built our
39-year history in
designing buildings
and campuses that
serve their
communities.**

4.3.3 FIRM INFORMATION

FSFA was incorporated in 1985. The firm has been in continuous business since incorporation.

4.3.3.1 YEARS IN BUSINESS

The firm has been in business for 39 years.

4.3.3.2 FIRM LOCATION

Foreman Seeley Fountain Architecture
3091 Governors Lake Drive, Suite 150
Peachtree Corners, GA 30071
www.FSFarchitecture.com
tel. 770.729.8433 fax. 770.729.8466

4.3.3.3 OWNERS/OFFICERS/PRINCIPALS

Jerry A. Fountain, CEO, Principal
Jeffery Seeley, CFO, Principal
Nadine Nacy, Senior Principal

PRIMARY CONTACT

Nadine Nacy, Principal Architect
nacy@fsfarchitecture.com
404.542.3733 (Cell)

4.3.4. CONFLICTS OF INTEREST

Foreman Seeley Fountain Architects does not have any existing or potential conflicts of interest for this project with DCSD.

4.3.5 FINANCIAL RESOURCES

4.3.5.1 FINANCIAL STATEMENT

The firm's confidential financial statements have been attached via ionwave to support the firm's financial stability and resources.

2

4.3.5.2 INSURANCE CAPACITY

A sample certificate of insurance has been provided via ionwave to support the firm's capacity to provide the required insurance coverages.

4.3.5.3 LITIGATION

Foreman Seeley Fountain Architects has not been involved in any litigation of any kind involving firm, its officers or directors with a project owner within the last five years.

4.3.5.4 INSURANCE CLAIMS

Foreman Seeley Fountain Architects has not had any Errors & Omissions and/or Professional Liability claims filed against the firms' policy in the last two years.

The DeKalb County School District Architecture and Engineering Services contract demands more than a qualified firm with a track record in designing K-12 education facilities. Beyond creating impactful spaces, DeKalb County School District's projects aim to contribute to an enhanced aesthetic that elevates the local education community. Each design, while prioritizing functionality and visual appeal, must also cultivate a sense of community for its students, staff and community.

Boasting over 39 years of specialization in architectural design services for modern education facilities, our firm not only excels in delivering impeccable designs but also brings expertise in collaborating with public clients. Navigating diverse public needs and opinions within a defined budget, especially with our local knowledge of the county and its residents, is second nature to us. Our qualifications uniquely position us as the ideal firm for this contract, showcasing extensive experience in working with boards and committees to create designs that cater to diverse needs and opinions. Our innovative solutions, collaborative client approach, and refined experience ensure the delivery of the best end product for the users.

Furthermore, our firm holds significant experience in designing modern K-12 education spaces and participating in various public projects. We have cultivated long-standing relationships with numerous Georgia school districts, including Gwinnett County Schools, Fulton County Schools, and DeKalb County School. FSFA has successfully completed a multitude of projects for public clients, school districts, and religious organizations, spanning from new school facilities to complex renovations.

Recognizing the critical role of this contract for DeKalb County School District, the team understands its significance to ensure the County provides the community with education facilities that meet the needs and expectations of the educators, staff, students, and parents. Foreman Seeley Fountain, a distinguished architect known for his insightful approach

FOREMAN SEELEY FOUNTAIN



5.0 INITIAL SCREENING CRITERIA

3

experience REPRESENTATIVE PROJECTS

to community development, harbors a profound understanding of the pivotal role that the public school system plays in nurturing and shaping local communities. FSFA recognizes that schools are not merely educational institutions but vital hubs that foster social cohesion and community identity. In his view, the modern state-of-the-art architectural design is instrumental in creating environments that are not only aesthetically pleasing but also efficiently functional. FSFA believes that well-designed educational spaces can inspire creativity, enhance learning experiences, and contribute to the overall well-being of students and educators. The firm's commitment to integrating innovative architectural principles with the needs of the community underscores his vision for public schools as dynamic centers for growth, learning, and community engagement.

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

experience

K-12 PROJECT SUCCESS

In the past decade alone, FSFA has undertaken the renovation of 1.4 million square feet of educational spaces for DeKalb, Gwinnett, and Fulton County Schools.

Throughout the firm's extensive journey, our team has been at the forefront of designing educational campuses and facilities, revitalizing schools and aging structures, and successfully navigating fast-track design and construction schedules.

Our inaugural K-12 venture involved a modest renovation of Shiloh High School in 1990, marking the inception of a legacy that has since seen our team contribute to over 95 K-12 projects.

Our team's proficiency in K-12 renovations extends beyond a mere statement – it is a testament to our unparalleled expertise. FSFA stands as a highly qualified firm for this contract, with our entire proposed project team personally engaged in every educational endeavor that this contract will provide. This commitment encompasses a diverse portfolio, ranging from comprehensive \$30 million campus renovations to numerous sub-\$1 million interior renovations and mechanical system upgrades. Regardless of project size, our team approaches each project with unwavering care, infusing our passion for efficient and precise designs to breathe new life into buildings, ultimately serving their communities for years to come.

RECENT K-12 SCHOOL PROJECTS

2023

Pinckneyville MS, Gwinnett Co.
Bethesda ES, Gwinnett Co.
Sugar Hill ES, Gwinnett Co.
Gwin Oaks ES, Gwinnett Co.
Beaver Ridge ES, Gwinnett Co.
Smith ES, City of Atlanta
Campbell ES, City of Atlanta
Young Middle School, City of Atlanta
Cleveland Ave. ES, City of Atlanta
Centennial Academy, City of Atlanta
Blalock, City of Atlanta
Parkside City of Atlanta
The Kings Academy

2022

Snellville MS, Gwinnett Co.
Sweetwater MS, Gwinnett Co.
N. Gwinnett MS, Gwinnett Co.
McConnel MS, Gwinnett Co.
Hull MS, Gwinnett Co.
Bay Creek MS, Gwinnett Co.
Randolph ES, Fulton Co.
Summit Hill ES, Fulton Co.

2021

Hembree Springs ES, Fulton Co.
Elkins Point MS, Fulton Co.
Jackson ES, Gwinnett Co.
Berkmar MS, Gwinnett Co.
Creekland MS, Gwinnett Co.
Grace Snell MS, Gwinnett Co.

Moore MS, Gwinnett Co.
Radioff MS, Gwinnett Co.
Twin Rivers MS, Gwinnett Co.

2020

Northbrook MS, Gwinnett Co.
Lanier MS, Gwinnett Co.
Osborne MS, Gwinnett Co.
Shiloh MS, Gwinnett Co.
Lilburn MS, Gwinnett Co.
Duluth MS, Gwinnett Co.
Dacula MS, Gwinnett Co.
High Point ES, Fulton Co.
Manning Oaks ES, Fulton Co.
Cogburn Woods ES, Fulton Co.
Kings Academy HS
Kings Academy ES
Meadowcreek HS, Gwinnett Co.
Lilburn ES, Gwinnett Co.
Summit Hill ES, Fulton Co.
Hopewell MS, Fulton Co.
State Bridge Crossing ES, Fulton Co.

2019

Britt ES, Gwinnett Co.
River Eves ES, Fulton Co.
Mimosa ES, Fulton Co.
Hamilton Holmes ES, Fulton Co.
Love T. Nolan ES, Fulton Co.
King's Academy Theater

2018

Randolph ES, Fulton Co.
Sweet Apple ES, Fulton Co.
Hillside ES, Fulton Co.
Elkins Point MS, Fulton Co.

Hembree Springs ES, Fulton Co.
Dunwoody Springs ES, Fulton Co.
Camby Lanes ES, DeKalb Co.
Kelly Lake ES, DeKalb Co.
Columbia ES, DeKalb Co.
Cedar Grove MS, DeKalb Co.
Cedar Grove HS, DeKalb Co.
New Life Academy Bldg 2
Kings Academy ES
Kings Academy HS

2017

Harvester Christian

2016

North Forsyth HS, Forsyth Co.
Conley Hills ES, Fulton Co.
Boswell Academy
Brookhaven Innovation Ph1

2015

New Life Academy - D Ph3

2014

Norton Park ES, Cobb Co.
Wheeler HS, Cobb Co.
Brookview ES, Cobb Co.
Seaborn Lee ES, Cobb Co.

2013

Campbell MS, Cobb Co.
Simpson MS, Cobb Co.
New Life Academy - D Ph3

4

case study

CLUSTER 5A

DEKALB COUNTY SCHOOL DISTRICT
Decatur & Ellenwood, DeKalb County, GA



DEKALB COUNTY
SCHOOL DISTRICT



PUBLIC K-12
EDUCATION
FACILITIES



RENOVATION &
MODERNIZATION

FOREMAN SEELEY FOUNTAIN

Commencing with a vision to elevate educational spaces, the five-school cluster renovation project undertook significant enhancements across diverse institutions in DeKalb County, Georgia. The comprehensive endeavor included Kelley Lake Elementary School, Cedar Grove Middle School, Columbia Elementary School, Cedar Grove High School, and Canby Lane Elementary School.

The largest undertaking, spanning 76,800 sf at Columbia Elementary School, featured a \$964,000 investment. In contrast, the smallest-scale but equally impactful project at Cedar Grove Middle School involved a \$490,000 investment for the renovation of 16,300 sf.

These renovations signify a commitment to creating dynamic and conducive learning environments. From the substantial structural improvements at Columbia ES to the meticulous enhancements at Cedar Grove MS, each project reflects a dedication to providing optimal spaces for both students and educators.

CONTRACT DETAILS

CLIENT

Eno Atta
Deputy Program Director
DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
404.924.5628

SERVICES PERFORMED

Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED

Fall 2018

TOTAL CONSTRUCTION VALUE OF CONTRACT

\$9.8M

TOTAL SQUARE FOOTAGE RENOVATED

344,250 s.f.

PROJECT TEAM



Jerry Fountain



Jeff Seeley

5

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES



“

They were thorough, budget minded, responsive and have a wealth of technical experience which was key for the successful delivery of the E-SPLOST IV projects they were assigned to design and manage.

Eno Atta
Deputy Program Director

6

Foreman Seeley Fountain Architecture completed renovation services for a five school cluster which included the following projects:

**KELLEY LAKE
ELEMENTARY SCHOOL**

590 Kelley Lake Road
Decatur, Georgia

52,250 sf | \$3.87M

SCOPE DETAILS:
Addition of HVAC to the existing gym, maintenance tasks (chiller, fan coil units), ceiling replacements, and installation of a new grease trap and backflow preventer.

**CEDAR GROVE
MIDDLE SCHOOL**

2300 Wildcat Road
Decatur, Georgia

16,300 sf | \$490,000

SCOPE DETAILS:
Updates to exhaust fans, building controls, and repair of storm drains.

**COLUMBIA
ELEMENTARY SCHOOL**

3230 Columbia Woods Drive
Decatur, Georgia

76,800 sf | \$964,000

SCOPE DETAILS:
Replacement of existing roof and addition of HVAC to the gymnasium.

**CEDAR GROVE
HIGH SCHOOL**

2360 River Road
Ellenwood, Georgia

\$880,000

SCOPE DETAILS:
Site modifications, including baseball and football areas, and resurfacing of parking lots, totaling \$880,000.

**CANBY LANE
ELEMENTARY SCHOOL**

4150 Green Hawk Trail
Decatur, Georgia

53,200 sf | \$3.6M

SCOPE DETAILS:
Addition of HVAC to the existing gym, maintenance tasks (chiller, fan coil units), ceiling replacements, and installation of a new grease trap and backflow preventer.

FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

case study

TASK ORDER CONTRACT

FULTON COUNTY SCHOOLS
Various Locations, Fulton County, GA



STANDBY SERVICES
CONTRACT



PUBLIC K-12
EDUCATION
FACILITIES



RENOVATION &
MODERNIZATION

FOREMAN SEELEY FOUNTAIN

For nearly a decade, FSFA has maintained a steadfast presence with Fulton County Schools. This is a testament to our enduring commitment to collaborative practices and the establishment of long-term client relationships. Throughout the duration of this renewed contract, our team has successfully executed a diverse range of projects, including interior renovations, re-roofing initiatives, additions, and HVAC renovations. Notably, a significant portion of these projects unfolded during summer construction, showcasing the efficiency of our collaborative approach and contributing to swift turnarounds. The completion of 12 re-roofing projects, 12 interior renovation projects, and additional undertakings such as site renovations, small additions, and HVAC upgrades underscores our team's versatility and proficiency.

A standout achievement within this contract is success for completion of projects with a total construction value exceeding \$22 million. This noteworthy endeavor not only demonstrates the scale of our capabilities but also signifies the impactful contributions our team has made to enhance educational facilities within Fulton County Schools.

CONTRACT DETAILS

CLIENT

Gene Burnett, Design Manager
Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, GA 30339
470.254.7153

SERVICES PERFORMED

Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED

Ongoing Contract

TOTAL CONSTRUCTION

VALUE OF CONTRACT
More than \$22M

TOTAL SQUARE FOOTAGE

RENOVATED
More than 1.1M sf

PROJECT TEAM



Jerry Fountain



Jeff Seeley

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES



Their Firm Philosophy allows them to be an active partner to the school system in developing projects to a successful completion... FSF has proven to be professional and reliable. They have been diligent in helping us maintain our project scopes, schedules and budgets.

8

Gene Burnett
Design Manager
Fulton County Schools

Since 2013, Foreman Seeley Fountain Architecture has worked with Fulton County Schools to renovate and modernize the County's public education facilities through a standby services contract. Notable projects include:

**2022
Fulton County Wave 5
Roofing**

TPO roofing projects on one elementary and one middle school totaling 194,000 s.f.

**2021
Fulton County Wave 4
Roofing**

TPO and metal roofing projects on three elementary schools totaling 130,000 s.f.

**2020
State Bridge Crossing ES
Renovation**

\$4M, 100,000 s.f. interior finish, casework, site, HVAC, and re-roofing renovation.
(Full project highlight included on the following page.)

**Hopewell MS and Summit
Hill ES Roofing**

TPO roofing replacements to two schools involving 200,000 s.f. for \$1.5M.

**2019
Fulton County Wave 2
Roofing**

TPO roofing replacements to four elementary schools covering 254,000 s.f. for \$5.9M.

**2018
Wave 5 Renovations**

\$2.3M, 106,000 s.f. renovations to five elementary schools involving interior finish, media center mobile shelving, and lighting.

**2016-2017
Randolph ES Addition and
Renovations**

\$4.8M, 97,000 s.f. major interior finish, site, HVAC renovation and a lobby addition.

**2015
Conley Hills ES
Renovation**

\$1.6M, 99,000 s.f. major interior finish, site, HVAC renovation.

**2014
Seaborn Lee and
Brookview ES Renovations**

\$2.4M, 160,000 s.f. interior finish and HVAC renovation.

**2012
Riverwood Cluster
Renovations**

Renovations to two elementary schools and one high school for \$200,000.

FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

case study

STATE BRIDGE CROSSING ELEMENTARY SCHOOL

FULTON COUNTY SCHOOLS
Johns Creek, GA



STANDBY SERVICES
CONTRACT



PUBLIC K-12
EDUCATION
FACILITIES



RENOVATION &
MODERNIZATION

FOREMAN SEELEY FOUNTAIN

Foreman Seeley Fountain Architecture played a pivotal role in the successful execution of a comprehensive site, mechanical, and interior renovation for State Bridge Crossing Elementary School. The parking lot underwent repaving, and the playground received drainage improvements. The entire mechanical system, including boiler room upgrades and installation of new units in classroom wings, underwent a thorough overhaul. Upgrades extended to lighting throughout key areas such as the gym, cafeteria, and media center. Classrooms saw new finishes and casework, incorporating ADA-compliant changes for classroom sinks. Additionally, the entire flat roof of the school underwent a re-roofing process.

Despite facing substantial equipment delays attributable to the COVID-19 pandemic, Foreman Seeley Fountain Architecture ensured the owner could occupy the school promptly and commence the school year as planned. The final equipment installations and project closeout seamlessly aligned with the teaching schedule during the fall, showcasing the adaptability and commitment of our team.

CONTRACT DETAILS

CLIENT

Gene Burnett, Design Manager
Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, GA 30339
470.254.7153

SERVICES PERFORMED

Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED

December 2020

CONSTRUCTION COST

\$3.9M

SIZE

100,000 sf

PROJECT TEAM



Jerry Fountain



Jeff Seeley

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

case study

RANDOLPH ELEMENTARY SCHOOL

FULTON COUNTY SCHOOLS
Atlanta, GA



Foreman Seeley Fountain Architecture successfully executed interior renovations and a lobby addition for Rudolph Elementary School. This project was carried out in two distinct phases, strategically scheduled during summer breaks. The initial phase focused on interior renovations, while the subsequent phase encompassed the lobby addition and associated site work. This well-planned schedule ensured uninterrupted school operations, with no disruption to students or staff.

The implemented updates not only provided Rudolph Elementary School with additional space but also created a modern environment aligning with the school district's mission.

CONTRACT DETAILS

CLIENT

Gene Burnett
Design Manager
Fulton County Schools
6201 Powers Ferry Road, NW
Atlanta, GA 30339
404.765.7153

SERVICES PERFORMED

Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED

Summer 2016 & 2017
Fast-Track

CONSTRUCTION COST

\$4.8M

SIZE

97,000 sf

DELIVERY METHOD

Design-Bid-Build

PROJECT TEAM



Jerry Fountain



Jeff Seeley



STANDBY SERVICES
CONTRACT



PUBLIC K-12
EDUCATION
FACILITIES



RENOVATION &
MODERNIZATION



FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

10

case study

TASK ORDER CONTRACT

GWINNETT COUNTY SCHOOLS
Various Locations, Gwinnett County, GA



Throughout the duration of our task order contract, our team has successfully executed a diverse range of projects, including interior renovations, re-roofing projects, additions, and HVAC renovations. Notably, a significant portion of these projects unfolded during summer construction, showcasing the efficiency of our collaborative approach and contributing to swift turnarounds.



CONTRACT DETAILS

CLIENT

Gwinnett County
Board of Education
437 Old Peachtree Road
Suwanee, GA 30024

SERVICES PERFORMED

Architecture/Engineering
Services, CA

PROJECT HIGHLIGHTS

Pinkneyville Middle School

Peachtree Corners, GA

SIZE 41,224 sf

CONSTRUCTION COMPLETION

July 2024 Summer Project

Bethesda Elementary School

Lawrenceville, GA

SIZE 125,725 sf

CONSTRUCTION COMPLETION

July 2024 Summer Project

Sugar Hill Elementary School

Sugar Hill, GA

SIZE 126,118 sf

CONSTRUCTION COMPLETION

July 2024 Summer Project

ADDITIONAL COMPLETED PROJECTS

Jackson ES HVAC Renovation
Lilburn ES/Meadowcreek HS
Roofing and HVAC Renovation
Middle School Technology Lab
Renovations 2020
Middle School Technology Lab
Renovations 2021
Britt Elementary Roofing and
HVAC Renovation

PROJECT TEAM



STANDBY SERVICES
CONTRACT



PUBLIC K-12
EDUCATION
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RENOVATION &
MODERNIZATION



Jerry Fountain



Jeff Seeley

FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

case study

ADDITION & RENOVATION

NORTH FORSYTH HIGH SCHOOL
Cumming, GA



One of the focal points of the North Forsyth High School Addition was the 2,500 seat competition gymnasium with all adjoining locker room facilities and a ROTC shooting range. The project additionally completely transformed the campus from multiple disconnected buildings into a cohesive facility through a competition-winning design.

The FSF team aimed to unite all of the buildings under one common element, which created a safer environment for the students and staff, and gave the school the much-needed front entrance to anchor the institution into the neighborhood. The design created a new main entrance and administration area, new cafeteria and commons, and new classrooms.

This addition and renovation project was a multi-phased project to expand and modernize a 2300 student high school, which has remained open throughout the duration of the project.

CONTRACT DETAILS

CLIENT

Tim Amerson
Facilities Planner
Forsyth County Schools
770.887.2461

SERVICES PERFORMED

Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED

Fall 2017

CONSTRUCTION COST

\$29M

SIZE

71,000 sf Addition
20,600 sf Renovated Gym
58,765 sf New Gym

DELIVERY METHOD:

Modified CM@Risk

PROJECT TEAM



Jerry Fountain



Jeff Seeley



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12

case study

ADDITION & RENOVATION

WHEELER HIGH SCHOOL
Marietta, GA



Facing a critical need for improvements, Wheeler High School turned to FSFA to develop a comprehensive master plan aimed at transforming the campus into a cutting-edge educational environment. The project focused on unifying existing structures within the constraints of the small campus, incorporating a new two-story building seamlessly into the tight layout. This centralized facility now houses administrative offices, guidance services, a media center, cafeteria with kitchen facilities, and 48 instructional units.

Renovations were also executed on existing buildings to seamlessly integrate with the new campus center. Executed in six phases, this ambitious project allowed the campus to remain operational throughout construction, demonstrating FSFA's commitment to minimal disruption while delivering a state-of-the-art educational facility.

CONTRACT DETAILS

CLIENT

Daphne Griffin
Program Manager
Cobb County School District
770.426.3484

SERVICES PERFORMED

Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED

Fall 2013

CONSTRUCTION COST

\$21M

SIZE

152,500 sq. ft. new
5,000 sq. ft. renovated

DELIVERY METHOD:

Design-Bid-Build

PROJECT TEAM



Jerry Fountain



Jeff Seeley

AWARDS

American Concrete Institute
- First place in Public Works,
Education and Learning

American School and
University Magazine -
Outstanding Design 2015



PUBLIC K-12
EDUCATION
FACILITIES



RENOVATION &
MODERNIZATION



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DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

13

case study

ADDITION & RENOVATION

SIMPSON MIDDLE SCHOOL
COBB COUNTY SCHOOL DISTRICT
Marietta, GA



This intricate renovation and addition project involved transforming a total of 26,000 square feet through renovation and introducing 30,000 square feet of new construction. The initial phase focused on constructing nine state-of-the-art science labs, a new Fine Arts wing featuring additions for band, orchestra, and choral spaces, along with the establishment of a new main entrance. Following the completion of these additions, the existing Fine Arts area underwent a comprehensive overhaul, making room for a new cafeteria. Within this phase, the project included an extensive expansion and renovation of the kitchen and serving line, further enhancing the overall functionality and modernization of the facility.

CONTRACT DETAILS

CLIENT
Daphne Griffin
Program Manager
Cobb County School District
440 Glover Street
Marietta, Georgia 30060
770.426.3484

SERVICES PERFORMED
Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED
2013

CONSTRUCTION COST
\$8.75M

SIZE
26,000 sf renovation
30,000 sf new

DELIVERY METHOD:
Design-Bid-Build

PROJECT TEAM



Jerry Fountain



Jeff Seeley



STANDBY SERVICES
CONTRACT



PUBLIC K-12
EDUCATION
FACILITIES



RENOVATION &
MODERNIZATION



FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

case study

ADDITION & RENOVATION

CAMPBELL MIDDLE SCHOOL
COBB COUNTY SCHOOL DISTRICT
Smyrna, GA



FSFA completed design services for construction of a new music wing addition as well as school-wide renovations. The addition of the music rehearsal wing facilitated the transformation of the old music suite into standard classrooms. Notable enhancements were made to the gymnasium, encompassing new lighting, ceilings, HVAC, windows, and a refinished floor. Comprehensive restroom renovations were completed throughout the entire school, and a new HVAC system was installed in the existing cafeteria. To minimize disruption, all work within student-occupied areas was strategically coordinated to take place during the summer break. In providing this additional space and implementing strategic improvements, the project not only met the immediate needs of the school but also underscored a broader commitment to fostering a conducive educational environment for the community.

CONTRACT DETAILS

CLIENT
Daphne Griffin
Program Manager
Cobb County School District
440 Glover Street
Marietta, Georgia 30060
770.426.3484

SERVICES PERFORMED
Architecture/Engineering
Services, CA

CONSTRUCTION COMPLETED
2014

CONSTRUCTION COST
\$4.5M

SIZE
14,300 sf addition
7,500 sf renovation

DELIVERY METHOD:
Design-Bid-Build

PROJECT TEAM



Jerry Fountain



Jeff Seeley



PUBLIC K-12
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DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

15

COMPLEX RENOVATIONS . CLASSROOM BUILDINGS . NEW CONSTRUCTION . MODERN CLASSROOMS
STATE-OF-THE ART FACILITY DESIGN

Experienced Team [Wallace Design Collective]

Structural Engineering



PROJECT HIGHLIGHTS: Humphries Elementary School Renovation . Chattahoochee High School Theater & Arts Renovation . Booker Washington High School . Broken Arrow Performing Arts Center . Coweta Intermediate High School . Alpharetta High School Fitness Lab Expansion . Lilburn Middle School Addition . Vanguard Academy . Timber Ridge Elementary School . Rosewood Elementary School . Atlanta Int'l School Renovation . Marist School Ivy Street Center . Atlas Preparatory Elementary School . Jenks NW Elementary School . Marist School - St. Peter Chanel Hall . Couch Middle School . Frederick Douglass High School Renovation & Expansion . Marist School - Esmond Brady Chapel Renovation . Milton High School Fitness Lab Expansion . Wolf Springs Elementary School . Murray Innovation Center Mount Paran Classroom Building . Welt Education Center . Pinecrest Academy Gymnasium Renovation . Wesleyan School Don & Ida Yancy Gymnasium . Mount Pisgah Christian School - Upper School Expansion . Wesleyan School Fine Arts Center . Vanguard Academy .

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DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

COMPLEX RENOVATIONS . CLASSROOM BUILDINGS . NEW CONSTRUCTION . STATE-OF-THE ART FACILITY DESIGN

Experienced Team [Eberly & Associates]

Civil Engineering Design & Landscape Architecture



PROJECT HIGHLIGHTS: Ron Clarke Academy . Jonesboro High School . Humphries Elementary School . Morrow High School . Elite Scholars Academy . Walden Athletic Complex . Howard Middle School . West Georgia Technical College . Glenn ad Towers Residence Hall Georgia Tech . Carlton Center and Library Abraham Baldwin Agricultural College . Campbell Hall Renovation Agnes Scott University . Health Sciences Building Chattahoochee Technical College . Campus Center Georgia Tech

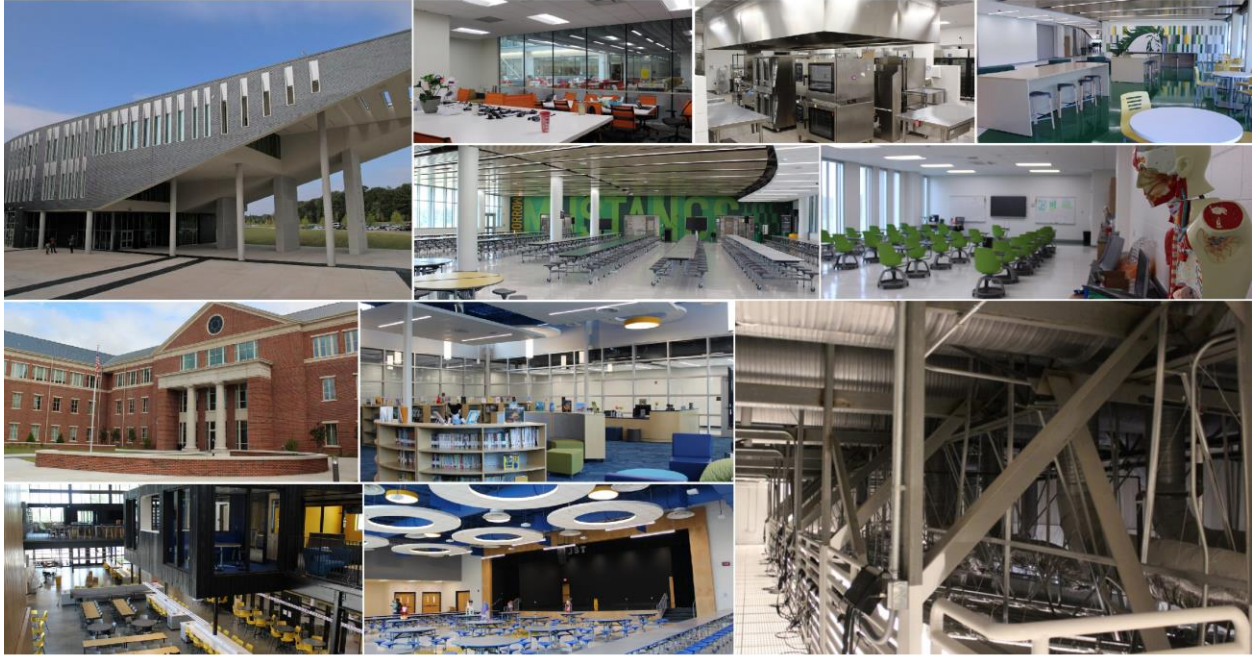
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DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

COMPLEX RENOVATIONS . CLASSROOM BUILDINGS . NEW CONSTRUCTION . MODERN CLASSROOMS
STATE-OF-THE ART FACILITY DESIGN

Experienced Team [AH&P Consulting Engineers]

Mechanical, Electrical and Plumbing Engineering



PROJECT HIGHLIGHTS: Morrow High School; Upson-Lee High School Agriculture Center; Birch Creek Elementary School; Forest Park Middle School; Clayton County Public Schools Administrative Complex; Mission Road Elementary School; Panhandle Transportation Facility; Global Impact Academy; Innovation Academy; Morrow High School; Forsyth County Arts & Learning Center; Jonesboro High School Renovation; Michelle Obama STEM Elementary Academy; Blake Bass Middle School; East Clayton Elementary School;

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DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

experience STANDBY SERVICES

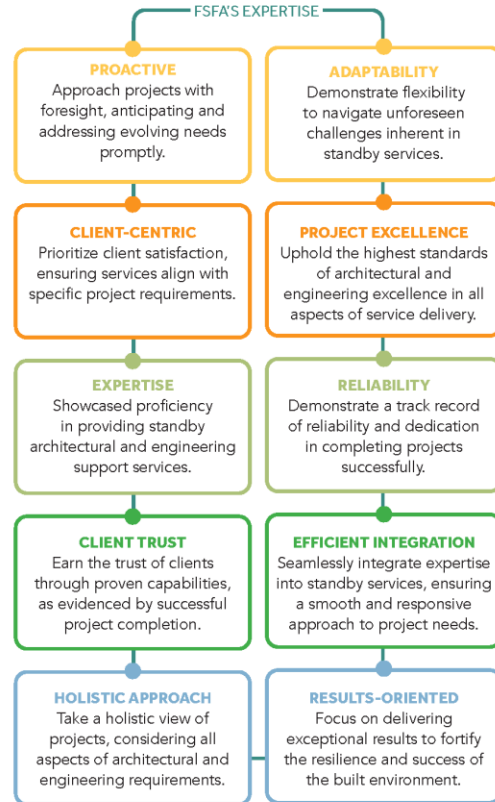
Foreman Seeley Fountain Architecture (FSFA) employs a holistic and client-centric approach when engaging in Standby Services Contracts, utilizing our extensive experience to deliver unparalleled architectural and engineering support. Our strategy revolves around a proactive stance, adept at anticipating and promptly addressing evolving project needs. Emphasizing adaptability, we equip our team to navigate unforeseen challenges inherent in standby services. Central to our approach is an unwavering commitment to upholding the highest standards of architectural and engineering excellence, tailoring our services to meet the unique requirements of each project.

An outstanding feature in our portfolio of standby services is the successful completion of projects for DeKalb, Fulton, and Gwinnett County School Districts, alongside other municipal clients. This track record underscores our team's proficiency in providing standby architectural and engineering support to educational institutions and municipal entities, showcasing our reliability and dedication. In every Standby Services Contract, FSFA places client

satisfaction at the forefront, delivering comprehensive and dependable services to fortify the resilience and success of the built environment. Our client-centric approach, coupled with a proven track record, positions us as a trusted partner capable of delivering exceptional results under Standby Services Contracts.

FSFA takes pride in its robust and extensive history of delivering standby services through Architecture and Engineering Contracts. Rooted in a deep commitment to excellence, our team's profound experience in this realm is marked by the seamless integration of expertise into standby services. Navigating challenges with adaptability, technical prowess, and a dedication to excellence, FSFA has successfully executed standby services, earning the trust of prominent school districts such as DeKalb, Fulton, and Gwinnett County School Districts, along with other municipal clients. This rich experience not only attests to our ability to meet the unique demands of Standby Services Contracts but also underscores the confidence placed in FSFA to deliver outstanding results, ensuring the resilience of the built environments we engage with.

STANDBY SERVICES CONTRACT SUCCESS



19

experience

DESIGN METHODOLOGY

The Foreman Seeley Fountain Architecture's team shares a common passion for a process that is both interactive and collaborative, from beginning to end.

Foreman Seeley Fountain Architecture has unique qualifications and experience with collaborative learning environments. **This team is committed to providing a space that inspires students and teachers alike as entrepreneurs, innovators and leaders.** We have found that students and teachers alike are responding to active learning environments.

Creating chance encounters through larger circulation spaces or spaces designed to accommodate small, medium and large group activities are best suited for today's learners and educators. We, as people, find satisfaction through engagement, and **education is enhanced as group activities transpire, further reinforcing the lessons at hand. Learning is now happening everywhere, and it is critical that our spaces accommodate this philosophy.**

With an **Architect in house with ALEP (Accredited Learning Environment Planner) Certificate**, FSFA strives to stay at the forefront of educational trends and how student communities

best learn. **We will work hand-in-hand with Dekalb County School District to design tailor-made solutions that best fit YOUR needs** for this project. To provide adequate space, we will use every opportunity to provide shared use and collaboration between facilities.

Our Education Studio team is completely focused on the opportunity to serve DCSD, and as a result, if given the opportunity, DCSD will have the **full commitment of our "A-team"** to this project. Our primary focus will be ensuring successful projects through the extensive allocation of our experienced K-12 planning and design team. We view DCSD as

a foundation of our K-12 education relationships in GA. **The FSFA team can provide dedicated personal service, thus ensuring successful projects that achieves the vision of DCSD.**

We firmly believe that **stakeholder engagement and open communication** is critical to the success of a project, and one of the ways we ensure these efforts is by using the Design Thinking Methodology as the framework for FSFA design process - Design Through Discovery.

Our knowledge about learning and teaching enhances our leadership within the community. Our team is able to clearly articulate the need for innovative pedagogies that promote student-focused learning experiences and provide the skills students need to be successful in the future workforce. The impact of the environment on learning and teaching creates credibility and fosters trust among community members. We continuously talk extensively with stakeholder groups about **innovative pedagogies** and how that prepares students with skills for the global economy. Knowledge of the **community**

engagement processes helps bring thinking of multiple parties to a higher level. Through two-way community engagement with multiple stakeholders, we help communities discover a solution that none of the stakeholders could have discovered alone. Essentially, community engagement processes bring thinking to a higher level in the context of the community. It's a great way to think about community leadership. **The synergy of people together enhances the wisdom of the collective.**

FSFA brings trust and credibility in it's role as a planner which is foundational to leading community engagement. FSFA, as the planner, benefits from purposefully creating and fostering trust within the team and building strong and productive relationships that are maintained throughout the entire project journey. **Essential to building trust and credibility is effective communication.** It is so easy for the power of listening to get lost. Our team is focused on listening and will not impose our thinking on the community stakeholders. We will remain nonjudgmental and content neutral in all that we do.

We will continue exploring educational visioning through the process of community engagement. Our leadership will create a bridge between how students will learn and the place where they will learn. The process of two-way community engagement is our means to uncover the community's unique educational vision.

Our leadership responsibility is to lead a community discovery process with a variety of stakeholder groups. As the planner, our foundational belief is to embrace the collective wisdom of the community which is greater than anything we bring to the table. Ultimately, the qualities of a good planner - which FSFA understands - are rooted in this foundational belief. We truly believe in our hearts that the community as a whole knows best.

20

NATIONAL DESIGN PRINCIPALS

US DEPARTMENT OF EDUCATION



Accommodate the Needs of all Learners



Meet the Needs of the Entire Community



Designed for the Community by the Community



Provide a Safe and Nurturing Environment



Maximize all Available Resources



Accommodate the Unknown

COMMUNITY OF LEARNING

KEY COMPONENTS



COMMUNITY
Creating schools that function as neighborhood community learning centers



FLEXIBLE
Providing flexible academic spaces that support 21st century instructional approaches



ENVIRONMENT
Learning happens everywhere/ incorporation of outdoor learning environments and learning corridors



TECHNOLOGY
Technology that is pervasive throughout the academic campus



SUSTAINABLE
Incorporating sustainable design elements

21

There are no clear and immediate solutions to community engagement. There's no cookie-cutter process. Our goal is to awaken people's future mindset, to lift them up to think differently. The process develops with the community.

To take on this task, we believe the team benefits from certain qualities of character in our leadership team. These characteristics include:

Emotional intelligence, recognizing your feelings, and the feelings of others, and being able to mitigate issues.

Social intelligence, understanding and demonstrating empathy towards a person's emotions, and perspectives, and how they can impact a situation.

Relationship management, strength in teamwork, conflict management, and the ability to guide people's emotions.

Culture of transparency and honesty. Valuing and respecting the views of all and being inclusive in capturing everyone's views.

Our role is to ensure that the entire team is able to learn about and discover new information about the community and their ideas relative to the project. Our leadership strategies help the team share information with the community and develop a project solution. **We can help the community discover the right road, their right road, often taking them to a place they never envisioned, but a place they firmly support because they discovered it.**

Uncovering a community's foundational educational vision for how students will learn provides community pride and accomplishment. At that point, space design becomes about the spaces the community feels will enable their kids with the needed learning experiences to develop the skills that allow them to tackle the challenges they will face in their futures.



team leadership

NADINE NACY, ALEP, AIA, LEED GA

“

My goal is to continue supporting and inspiring school districts in creating transformational learning experiences, leading an innovation initiative and envisioning the learning that we desire for our K-12 students in an ongoing community engagement process.

Ms. Nancy has officially received the Accredited Learning Environment Planner (ALEP) designation, a certification through the Association for Learning Environments (ALE) that is the hallmark of committed educational facility planner and a validation of an individual's expertise and leadership as a learning environments planner.

Certification makes Ms. Nancy one of two in the state of Georgia and 300 globally with the industry distinction. "An individual who has been certified by A4LE has achieved the highest qualification in our profession," states the Association.

A4LE's mission is to lead innovation at the intersection of learning and place with a goal of building

healthy, safe, high performance and sustainable learning environments that enhance student and teacher performance and support culture and community vitality.

With more than 25 years of professional experience in Architectural Design, Planning and Project Management, Nadine's focus has been on Educational Projects specifically K-12 projects from prototypes to extensive additions to complicated multi-phased renovations. Nadine's depth of experience and extensive knowledge of educational design and project delivery will assist the level of efficiency with the design team. Nadine is committed to delivering best-in-class design. Fueled by passion and entrepreneurial

22



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DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

spirit, she brings new ideas to solve design challenges. Nadine is experienced with high profile design driven projects. She provides strategic leadership in business development, planning, financial management, quality control and client retention. She has the ability to maintain existing client relationships and build new ones.

Nadine leverages her experience in architecture, her attention to detail, and her interpersonal skills to deliver exceptional projects on-time and on-budget. She manages a range of project team sizes, comprised of project architects, interior designers, drafters and graphic designers. Her experience leading, managing and mentoring multiple project teams delivers unparalleled architectural projects.



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What Nadine's ALEP CERTIFICATION means for your projects:

Attaining ALEP (Accredited Learning Environments Planner) certification holds paramount significance in the architectural design of K-12 public schools. This certification specifically acknowledges professionals who have demonstrated expertise in planning educational environments, making it a crucial credential for architects engaged in the design of K-12 schools.

Nadine as an ALEP-certified architect possesses a comprehensive understanding of the unique needs and challenges associated with creating effective learning spaces. Her knowledge extends beyond traditional architectural principles to encompass the intricacies of educational facility planning, incorporating considerations such as safety, functionality, and the promotion of optimal learning environments.

As K-12 schools play a pivotal role in shaping the future of students, ALEP certification ensures that she brings specialized skills to the table, fostering the creation of school environments that not only meet the highest standards of design but also contribute to the educational success and well-being of the students and educators within those spaces.

23

EXECUTIVE TEAM



JERRY A. FOUNTAIN
PRINCIPAL ARCHITECT-IN-CHARGE



JEFFERY M. SEELY
PRINCIPAL ARCHITECT,
MANAGING PARTNER
QUALITY CONTROL/QUALITY
ASSURANCE



TAKIYAH BRAXTON
BUSINESS MANAGER

FOREMAN SEELEY FOUNTAIN



5.1.2

team organization COLLABORATION

NADINE NACY
PROJECT MANAGER
POINT-OF-CONTACT



NUPUR DUDEJA
INTERIOR DESIGN | PRODUCTION



LISA STEFFEE
ARCHITECT



ALBALIS SMITH
ARCHITECT



AHN DOAN
PRODUCTION



MIKE WRIGHT
CIVIL ENGINEERING



WESLEY HAYES
MECHANICAL ENGINEERING



NAEEM H. OSMANI
ELECTRICAL ENGINEERING



SARA APPLETON
STRUCTURAL ENGINEERING

24

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Jerry A. Fountain, AIA Principal Architect-In-Charge

[35 years with FSFA]

Jerry has more than 40 years of experience in architectural design. As a firm principal, Jerry manages projects with an unparalleled dedication to his clients. Jerry is a self-proclaimed perfectionist. Where others may say, "there is no such thing as a set of perfect documents," Jerry strives for excellence and has a track record that backs it up.

Jerry has a strong history of designing public school facilities and working with public clients as well as many private education clients. All of the experience presented in this proposal speaks to Jerry's experience in designing and managing projects of similar scope to those that will be completed through this contract.

EDUCATION

- BAET, Architecture, Southern Polytechnic State University, 1982
- Architecture, Georgia Institute of Technology, 1978

REGISTRATIONS

- Registered Architect: GA, AL, FL
- National Council of Architectural Registration Boards (NCARB)

PROJECT EXPERIENCE

DeKalb County School District IDIQ Contract

- Camby Lane ES - Interior Renovation, Reroof, HVAC/ Electrical Upgrades
- Kelly Lake ES - Interior Renovation, Reroof, HVAC/ Electrical Upgrades
- Columbia ES - Interior Renovation, Reroof, HVAC/ Electrical Upgrades
- Cedar Grove MS - Interior Renovation, Reroof, HVAC/ Electrical Upgrades
- Cedar Grove HS - Interior Renovation, Reroof, HVAC/ Electrical Upgrade

Fulton County Schools - IDIQ

- Hembree Springs ES - Reroof
- Elkins Point MS - Reroof
- Randolph ES - Interior Renovations
- Summit Hill ES - Interior Renovations, HVAC/Electrical Upgrades

Gwinnett County Public Schools IDIQ Contract

- Pinckneyville MS - HVAC / Electrical Upgrades
- Bethesda ES - HVAC / Electrical Upgrades
- Gwin Oaks ES - Interior Renovations
- Sugar Hill ES - Interior Renovations
- Beaver Ridge ES - Interior Renovations

EDUCATION

- Bachelor of Science in Architectural Engineering from the University of Baghdad, 1994

REGISTRATIONS

- Registered Architect: NY
- LEED Green Associate
- ALEP Certifications - Accredited Learning Environment Planner

OFFICE

- Atlanta

Cobb County School District -IDIQ

- Simpson MS - Interior Renovations
- Raider Valley Stadium Renovations
- Wheeler HS - Interior Renovations
- Campbell MS - Interior Renovations
- Norton Park ES - Renovations
- Osborne HS - Renovations
- Sedalia Park ES - Renovations
- Shiloh HS - Renovations
- Walton HS - Interior Renovations

North Forsyth High School - Addition & Renovation

- Atlanta Public Schools
- Smith ES - Reroof
- Campbell ES - Reroof



Nadine Nacy

Senior Principal Architect Project Manager

[1 year with FSFA]

Nadine, our recent addition with extensive experience as an Architect, Project Manager, and Senior Executive, aims to enhance everyday spaces for greater inspiration, resilience, and impact. With a diverse background in project management, architectural design, and documentation, she excels in leading design teams for multiple projects. Leveraging her 30 years of architectural expertise, Nadine is committed to delivering exceptional service for the DeKalb County School District. Her meticulous attention to detail and interpersonal skills ensure your project's success, with active involvement from planning to completion, adhering to Design Guidelines. Feel free to contact her anytime as she is dedicated to ensuring your project achieves its goals.

REPRESENTATIVE PROJECT EXPERIENCE

- Special Needs School of Gwinnett
- Restoration Atlanta [RALT]
- Atlanta Public Schools - Benteen Elementary School Renovation
- Atlanta Public Schools - Oglethorpe Elementary School Renovation
- Atlanta Public Schools - Hutchinson Elementary School Renovation
- Atlanta Public Schools - Gideons Elementary School Renovation & Addition
- Elbert County School District - Elbert County High School Renovations
- Baldwin County School District - Comprehensive School Renovation
- Atlanta Public Schools - Northwest Transportation Center
- City of Sandy Springs - Hamond Park Gymnasium
- CNN Center - Dining Addition And Renovation
- Georgia Health Sciences University - Health And Sciences Building

** Projects completed while at a previous firm.*

FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

EDUCATION

- Bachelor of Science in Architectural Engineering from the University of Baghdad, 1994

REGISTRATIONS

- Registered Architect: NY
- LEED Green Associate
- ALEP Certifications - Accredited Learning Environment Planner

OFFICE

- Atlanta





Jeffery M. Seeley

QA/QC

[37 years with FSFA]

In addition to being the Managing Principal, Jeff is the firm's Technology Director and Plan Coordinator. As a second generation architect, Jeff cut his design teeth early in life at his father's office, learning the importance of proper detailing, and infusing it into his DNA. Jeff's attention to detail becomes evident in the fully coordinated set of documents produced for construction. The low number of change orders during construction is a direct result of the painstaking hours he spends reviewing the drawings. During his 30+ years in practice, he has designed and managed a wide variety of projects including K-12 public educational, private K-12 educational and higher education.

REPRESENTATIVE PROJECT EXPERIENCE

- DeKalb County School District Standby Services Contract
 - Kelley Lake Elementary School
 - Cedar Grove Middle School
 - Columbia Elementary School
 - Cedar Grove High School
 - Canby Lane Elementary School
- Fulton County Schools Standby Services
 - Fulton County Wave 5 Roofing
 - Fulton County Wave 4 Roofing
 - State Bridge Crossing ES Renovation
 - Hopewell MS and Summit Hill ES Roofing
 - Fulton County Wave 2 Roofing
- Fulton County Wave 5 Renovations
 - Randolph ES Addition and Renovations
 - Conley Hills ES Renovation
 - Seaborn Lee and Brookview ES Renovations
 - Riverwood Cluster Renovations
- North Fulton High School
- Campbell Middle School - Addition & Renovation
- Wheeler High School - Addition & Renovation
- Simpson Middle School - Addition & Renovation

EDUCATION

- Bachelor of Architecture, Kent State University, 1987

REGISTRATIONS

- Registered Architect: GA, SC, TN
- National Council of Architectural Registration Boards (NCARB)

AFFILIATIONS & INDUSTRY INVOLVEMENT

- City of Winder Urban Redevelopment Plan (URP)
- City of Winder Living Centers Initiative (LCI)
- City of Winder Georgia Initiative for Community Housing (GICH)
- Member of First Christian Church of Winder, Elder, Board Member
- Winder Barrow Community Theatre and Barrow County Schools (5) Theatre programs
- Speaker, Evangelical Lutheran Church of America, Mission Builders Conference
- Judge for Odyssey of the Mind

OFFICE

- Atlanta

FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES



Lisa Steffee Architect

[5 years with FSFA]

Lisa brings 35 years of experience as an Architect with a focus on complex renovations and new construction, including education facilities, high-rise office buildings, medical office buildings, and hospitality projects. Her organizational methods and her management experience give her the ability to take on multiple projects with absolute clarity. She is a strong team leader, with all team members. These qualities make her a valuable asset to the DeKalb County School District's projects, where her abilities to fully collaborate with a diverse team will be paramount.

EDUCATION

- Georgia Institute of Technology
Bachelor of Science, Architecture
- University of Georgia
General Studies

REGISTRATIONS

- Registered Architect: GA
- LEED Accredited Professional

OFFICE

- Atlanta

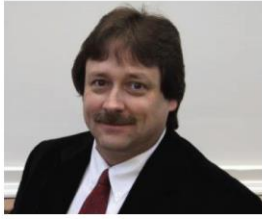
REPRESENTATIVE PROJECT EXPERIENCE

- Smith Elementary School - Atlanta Public Schools - Reroof
- Campbell Elementary School - Atlanta Public Schools - Reroof
- Young Middle School - Atlanta Public Schools - Reroof
- Cleveland Elementary School - Atlanta Public Schools - Reroof
- Centennial Academy - Atlanta Public Schools - Reroof
- Blalock Elementary School - Atlanta Public Schools - Reroof
- Parkside Elementary School - Atlanta Public Schools - Reroof
- The Kings Academy - Cherokee County - Athletic Facilities
- Pinckneyville Middle School - HVAC/Electrical Upgrades
- Bethesda Elementary School - HVAC/ Electrical Upgrades
- Gwin Oaks Elementary School - Gwinnett Co. - Interior Renovation
- Sugar Hill Elementary School - Gwinnett Co. - Interior Renovation
- Beaver Ridge Elementary School - Gwinnett Co. - Interior Renovation
- Randolph Elementary School - Fulton County Schools - Reroofing
- Summit Hills Elementary School - Fulton County Schools - Renovations



FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES



WESLEY M. HAYES, PE, LEED AP
 Mechanical Engineering Lead
 AH&P Consulting Engineers

Wesley is a registered professional engineer with extensive experience in the design of heating, ventilating and air conditioning (HVAC) systems for educational, commercial, institutional, health care, and governmental clients. Having successfully completed numerous projects for primary, secondary and postsecondary educational facilities, he has the vast experience necessary for this project.

EXPERIENCE HIGHLIGHTS

Jonesboro High School
 North Clayton Middle School
 Rigdon Road Elementary School
 Brooks County High School
 Morrow High School
 Upson-Lee High School Agriculture Center;
 Birch Creek Elementary School
 Forest Park Middle School
 Clayton County Public Schools Administrative Complex
 Mission Road Elementary School
 Panhandle Transportation Facility
 Global Impact Academy

EDUCATION

Bachelor of Science
 Mechanical Engineering
 Mercer University

A.S. Mechanical Engineering
 Middle Georgia College

REGISTRATIONS

Georgia Professional Engineer: GA



SARAH APPLETON, PE, SE
 Structural Engineering Lead
 Wallace Design Collective

Sarah has more than 17 years of experience as a structural engineer and is a Principal in our Atlanta office. Sarah's project experience includes rehabilitation, remodel and additions to existing structures as well as new construction. She is a member of the National Council of Structural Engineers Associations Board and Structural Engineers Association of Georgia.

EXPERIENCE HIGHLIGHTS

Mission Road Elementary School
 Humphries Elementary School
 Renovations And Expansions
 Milton High School Expansion
 Alpharetta High School Expansion
 Chattahoochee High School Expansion
 Pinecrest Academy Gymnasium Renovation
 Union Public Schools 6th & 7th Grade Center - Administration Center
 Jenks Public Schools Middle School Addition

EDUCATION

Bachelor of Science
 Architectural Engineering
 Kansas State University

Master of Science
 Architectural Engineering
 Kansas State University

REGISTRATIONS

Registered Architect: GA
 Professional Engineer - Structural: GA [PE, SE]

29



FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES



NAEEM H. OSMANI, PE, LEED AP
Electrical Engineering Lead
AH&P Consulting Engineers

Having received a degree in physics prior to pursuing his electrical and computer engineering degree has given Naeemi an excellent working knowledge of electrical systems. His extensive background of digital and electronic engineering theory has allowed him to quickly apply his knowledge to practical engineering projects. His skills and attention to detail make him a very valuable member of this team.

EXPERIENCE HIGHLIGHTS

Henry County High School Additions & Renovations
Locust Grove High School
Locust Grove Middle School
Stockbridge Middle School
Additions & Renovations
Clayton County Board of Education - Wireless Data Network Implementation
Jonesboro High School
North Clayton Middle School
Rigdon Road Elementary School
Brooks County High School
Morrow High School

EDUCATION

Bachelor of Science in Physics
Berry College

Bachelor of Science in Electrical and Computer Engineering
Mercer University

REGISTRATIONS

Georgia Professional Engineer: GA



FOREMAN SEELEY FOUNTAIN



MIKE WRIGHT PE
Civil Engineering Lead
Eberly & Associates

Mike is an Associate with Eberly & Associates and serves as the Senior Project Manager for the firm's K-12 Education market. As senior project manager, he is responsible for performing and overseeing design work, providing quality review and for continuous follow-up on client relations, maintaining personal contact with clients throughout the duration of a project.

EXPERIENCE HIGHLIGHTS

Savannah Exploratory Charter Academy
Howard Middle School
Renovation
Walden Athletic Complex
Beecher Hills Elementary School
Addition
Gideon Elementary School
Renovation
North Atlanta High School
Hutchinson Elementary School
Renovations
Herman J. Russell West End Academy
Long Middle School

EDUCATION

Bachelor of Science
Civil Engineering
Southern College of Technology
Marietta, Georgia (currently Kennesaw State University)

REGISTRATIONS

Engineer: GA and additional states.

Registered Structural Engineer: GA



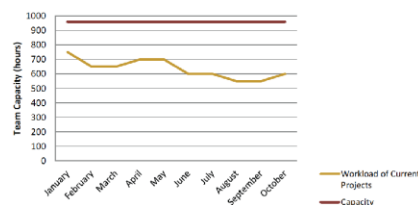
DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

PROJECT	CLIENT	STATUS	ANTICIPATED COMPLETION	PROJECT VALUE
FOREMAN SEELEY FOUNTAIN ARCHITECTURE				
Reroofing Projects (7 Facilities)	Atlanta Public Schools	Schematic Design	Feb 24	\$7M
Branded Convenience Store	Private Owner	SD	Feb 24	confidential
Douglasville Hampton Renovation	Douglasville Hampton	SD	Feb 24	confidential
Spartanburg Hampton Inn Renovation	Hotel Evolution	CD	Feb 24	confidential
Interior Renovation Projects	Gwinnett County School District	CD	Feb 24	\$10M
Cottages on Maynard - Multifamily	Wilder Housing Authority	CD	Feb 24	confidential
HVAC Renovations (2 facilities)	Gwinnett County School District	Bid/ Negotiation	Feb 24	\$7.5M
School Renovations (6 facilities)	Fulton County Schools	Bid/ Negotiation	Summer 24	\$6.5M
Celebration Church	Celebration Church	CA	Mar 24	\$8.5M
Brook Run Park Veterans Memorial	City of Dunwoody	CA	Mar 24	\$500K
WALLACE DESIGN COLLECTIVE				
Inspire Atlanta - Student Living	Stevens & Wilkinson	CA	June 24	\$19,300.00
Archer Middle School	CGLS Architects	CD	Aug 24	\$38,756.00
Engineering IDIQ	Georgia Tech	On-Call	Dec 24	\$15,000.00
Abby Rockefeller Renovations Spelman College	Henefee Architecture	DD	Oct 24	\$22,650.00
Habersham Daycare	JKG Collaborative	CA	Mar 24	\$2,000.00
EBERLY & ASSOCIATES				
Druid Hills Modernization Phase I	DCSD	75% Survey Assessment	Mar 24	\$20,000.00
Druid Hills Modernization Phase II	DCSD	Awaiting Phase I Completion	Jun 24	TBD
Cross Keys High School	DCSD	DD	Jul 26	\$15,200.00

5.1.3 WORKLOAD

resources CURRENT WORKLOAD

Foreman Seeley Fountain Architecture has a dedicated and skilled staff, ample resources, and the necessary time commitment to effectively execute a standby services contract. Having completed many standby service projects, the team recognizes the imperative nature of flexibility and responsiveness in such endeavors. FSFA and our subcontractors have established procedures and specialized approaches tailored to the unique demands of standby services contracts. Our experienced team understands the dynamic nature of these contracts, ensuring that we can adapt swiftly to any unforeseen circumstances while maintaining the highest standards of quality and efficiency. With a proven track record of successful project management and a commitment to client satisfaction, Foreman Seeley Fountain Architecture stands ready to deliver excellence in every aspect of a this standby services contract.



31

5.1.4 EQUITABLE DISTRIBUTION

projects DCSD PROJECT HISTORY

Foreman Seeley Fountain has not held any contracts or completed any projects for the DeKalb County School District in the past 2 years.

PROJECT	CLIENT	STATUS	ANTICIPATED COMPLETION	PROJECT VALUE
AH&P CONSULTING ENGINEERS				
Champion Theme MS Science Lab	CDH	75% Design	Jul-24	\$10,000.00
Anne Street Elem School	MSS-PBK	95% Design	Dec-24	\$12,800.00
East DeKalb Campus Office Renovation	CDH	10% Design	Jun-25	\$74,250.00
Baldwin County District Office Renovation	MSS-PBK	Bidding	Jun-25	\$15,750.00
2023 RMA to Moreland Road Elementary School	MSS-PBK	99% Design	Jun-25	\$19,200.00
Liberty County EMS Facility	TMC	20% Design	Jun-25	\$19,250.00
Mitchell County High School Renovations	SRJ	20% Design	Jun-25	\$65,000.00
Renovations & Modifications to Church Street ES	CC	25% Design	Jul-25	\$170,000.00
The Galloway School - New Upper Learning Bldg.	CC	10% Design	Jul-25	\$150,000.00
The Galloway School - Sims Renovation	CC	80% Design	Jul-25	\$50,000.00
Cascade Elementary School	CDH	50% Design	Jul-25	\$168,500.00
Renovations to Kennedy Road Middle School	MSS-PBK	95% Design	Jul-25	\$64,000.00
FCS Group 4 - RMA to SFHS, BCES, DCES	MSS-PBK	50% Design	Jul-25	\$212,800.00
Pointe South ES & MS Reno & Modernization	MSS-PBK	50% Design	Jul-25	\$105,000.00
North Clayton High School	PKW	5% Design	Jul-25	\$750,000.00
Mitchell County College & Career	SRJ	25% Design	Jul-25	\$24,500.00
CCPS Group VI Renovations	MSS-PBK	90% Design	Jul-25	\$105,000.00
CCPS Group V Renovations	MSS-PBK	90% Design	Jul-25	\$105,000.00
Ola Middle School Addition	MSS-PBK	90% Design	Jul-25	\$44,625.00
Renovations & Modifications to Lovejoy HS	CDH	50% Design	Jun-26	\$400,000.00
Henry County Schools STEM High School	MSS-PBK	30% Design	Jul-26	\$294,000.00



32

FOREMAN SEELEY FOUNTAIN

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES



We have found them to be responsive to all our requests and were cooperative in finding solutions that met our needs, budgets and constraints. The staff have always been pleasant, easy going and attentive to detail.

*Jamey Wood
Business Office/
Academic Dean
The Kings Academy*

references

Ms. Eno Atta
Deputy Program Director
AECOM (now with SS Consult)
3235 Satellite Blvd., Bldg 400, Ste 300
Duluth GA 30096
470.759.0304

Mr. Gene Burnett, Design Manager
Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, GA 30339
470.254.7153
burnettg@fultonschools.org

Mr. Tim Amerson
Facilities Planner
Forsyth County Schools
1120 Dahlonega Highway
Cumming, GA 30040
770.887.2461

Ms. Daphne Griffin
Program Manager
Cobb County School District
440 Glover Street
Marietta, Georgia 30060
770.426.3484
Daphne.Griffin@cobbk12.org

Ms. Jamey Wood
Academic Dean & Business Officer
King's Academy
471 Arnold Mill Road
Woodstock, GA 30188
770.592.5464
jwood@thekingsacademy.org

Mr. Jere Smith
Executive Director of Capital
Improvements
Atlanta Public Schools
Facilities Services
1631 La France Street, NE
Atlanta, GA 30307
404.886.8505
jersmith@atlanta.k12.ga.us

Mr. Paul Walker
Director of Planning & Construction
Cobb County School District
514 Glover Street
Marietta, GA 30060
770.426.3300
Paul.Walker@cobbk12.org

Mr. Carey Bell
Gwinnett County Public Schools
53 Gwinnett Drive, Building C
Lawrenceville, GA 30046
770.822.8000
carey.w.bell@gcpsk12.org

33



BOARD OF EDUCATION
 Linda P. Bryant, President
 Julia C. Bernath, Vice President
 Gail Dean • Kimberly Dove • Linda McCain
 Katie Reeves • Katha Shust
 Mike Looney, Ed.D., Superintendent

October 10th, 2019

Mr. Jerry Fountain
 Foreman Seeley Fountain Architect
 3091 Governors Lake Dr. Ste 150
 Peachtree Corners, GA 30071

Dear Jerry,

We would like to take this opportunity to extend our special thanks to you and each of your staff for the effort and commitment all of you demonstrated this past year as we prepared for the summer, the most intense summer in recent history. The collaboration exhibited by working with the Capital Programs Staff was extraordinary toward the development and completion of the design where we were in 40 schools this summer and with your help, we completed a massive amount of work, achieved our goals, and had all schools ready for staff and students on opening day.

Your commitment to quality, eagerness to complete the design correctly and within the allotted schedule and on budget is greatly appreciated.

Sincerely,

 David Knotts,
 Executive Director of Capital Programs

CC: Johnnie Davis, Capital Programs Director, Jacobs Project Management Company
 Doug Carey, Director of Capital Programs
 Conrad Rogers, Coordinator of Architecture and Engineering, FCS
 Bill Pastor, Coordinator of Architecture and Engineering, FCS
 Gene Burnett, Design Manager, Jacobs Project Management Company
 Rosalyn Moore, Lead AP,BD+C Design Manager, Jacobs Project Management Company



FOREMAN SEELEY FOUNTAIN



DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES



I would recommend them for any project where you are looking for creativity and Flexibility... FSF was careful in balancing all aspects of the design project to blend the old and the new into one harmonious structure.

Anthony Rodriguez
 Producing Artistic Director, Aurora Theater, Inc.

experience REFERENCE LETTERS

34

FSF and Associates Architects boast a rich history of delivering award-winning designs for a diverse range of projects, consistently achieving success in project delivery and garnering high client satisfaction. With a commitment to architectural excellence, FSF has cultivated a legacy of innovative and aesthetically pleasing designs that have earned recognition and accolades. The firm's ability to seamlessly blend creativity with functionality has resulted in numerous projects receiving industry awards. Beyond the accolades, FSF prioritizes successful project delivery, ensuring that each endeavor is executed with precision, on time, and within budget. The high level of client satisfaction is a testament to FSF's dedication to understanding and exceeding the unique requirements and aspirations of each client, solidifying their position as a trusted and accomplished architectural firm in the industry.



BOARD OF EDUCATION
Linda P. Bryant, President
Linda McCain, Vice President
Julia C. Bernath • Gail Dean • Catherine Maddox
Katie Reeves • Katha Stuart
Jeff Rose, Ed.D., Superintendent

April 4, 2017

Re: Forman Seeley Fountain Letter of Recommendation

To whom it may concern:

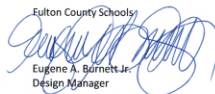
This letter is provided for the purpose of recommending Forman Seeley Fountain Architecture. I have worked with them as one of our prequalified Architectural Firms for the past five years. They have successfully professional design services and completed various sized SPLOST IV renovation projects.

They have completed renovations at Brookview ES, Seaborn Lee ES, and Conley Hills. Forman Seeley Fountain is currently completing work at Randolph ES, Hillside ES, Dunwoody Springs ES and Sweet Apple ES.

Their firm philosophy allows them to be an active partner to the school system in developing projects to a successful completion. Fulton County Schools implements summer renovation projects which puts great demands on all who participate in the process. Forman Seeley Fountain has proven to be professional and reliable. They have been diligent in helping us maintain our project scopes, schedules and budgets.

We look forward to soliciting their services in the future.

Sincerely,

Fulton County Schools

Eugene A. Burnett Jr.
Design Manager



FOREMAN SEELEY FOUNTAIN

We attribute the success of this project to the close working relationship with FSF and the Owner.... FSF is a true team player who believes that working together as a Partner, is the most effective method to delivery a quality project on time and within the client's budget.

William Lusk
Founder / Chairman
Lusk & Company, Inc.



35

To whom it may concern,

The King's Academy, a full time Christian based private K-12 school has hired Foreman Seeley Fountain Architecture for several projects at our campus. These projects range from master planning our campus to renovations to our buildings. In each occurrence, FSFA has performed admirably in their service. They have listened to our needs and desires and have developed plans that are both practical and sensitive to our budget.

We have found them to be responsive in all our requests and were cooperative in finding solutions that met our needs, budgets and constraints. Their staff has always been pleasant, easy going, and attentive in detail. If you have any questions concerning our experience with them, please feel free to reach out to me.

Sincerely,

Jamey Wood, Business Officer/Academic Dean

DEKALB COUNTY SCHOOL DISTRICT | PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

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.

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

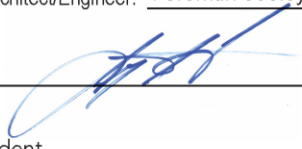
Indicate **Addenda(s) Nos. 01, 02 and 03** received (**none unless indicated here**). The Architect/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Architect/Engineer shall be bound by all of the terms and conditions contained in this RFQu.

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: Foreman Seeley Fountain, Inc. dba Foreman Seeley Fountain Architecture

Signature:  Printed Name: Jerry A. Fountain

Title: President Date: 01.23.2024

Sworn to and subscribed before me this 23rd day of January, 2024.

Notary Public:  My commission expires: 10/14/2027



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

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 Gwinnett

COMES NOW, Foreman Seeley Fountain, Inc. ("Offeror"),
[Name of Offeror]

appearing by and through Jerry Fountain, its President
[insert name of individual with authority to bind Offeror] *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual and Representative Affiant"), and

[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

Jeffery M. Seeley

(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 31st day of January, 2024

Foreman Seeley Fountain, Inc.

[insert name of Offeror]

and

Jerry A. Fountain

[insert name of Individual And Representative Affiant]

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

[signature]

President

[insert title]

Individual Affiants' signatures and names:

x Jeffery M. Seeley

Name:

x

Name: [signature]

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 31st day of January, 2024.

Notary Public: [signature] My commission expires: 10/14/27.



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Jerry A. Fountain am the (*Title*)
President and I am the duly authorized
representative of the firm of (*Firm Name*)
Foreman Seeley Fountain, Inc. (the "Firm") for purposes of this
Affidavit, whose address is (*Firm Address*) 3091 Governors Lake Drive, Suite 150
Peachtree Corners, GA 30071, 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>None</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>	<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*)

None

[Continued on Next Page]

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

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

Signature: _____

Printed Name: _____ Jerry Fountain, President

Firm Name: _____ Foreman Seeley Fountain, Inc.

Date: _____ January 23, 2024

Sworn to and described before me this 23rd day of January 2024

Personally known: ☒ _____

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of _____ Georgia

My Commission Expires _____ 10.14.2027

Affix Notary Seal Here:



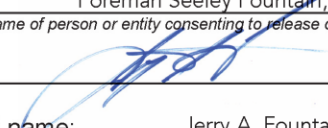
ATTACHMENT F: CONSENT TO RELEASE INFORMATION

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

This 23rd day of January, 2024.

Foreman Seeley Fountain, Inc.

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

By: 

Printed name: Jerry A. Fountain

Printed Title: President

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) JS **(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

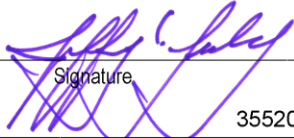
(c) _____ **(Initial here)** Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) JS **(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) JS **(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) JS **(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
355200

EEV/Basic Pilot Program
User Identification Number

1/23/24

Date
9/9/2010

Date of Authorization

Firm Name: Foreman Seeley Fountain Inc.
Street/Mailing Address: 3091 Governors Lake Drive, Suite 150
City, State, Zip Code: Peachtree Corners, Georgia 30071
Telephone Number: 770.729.8433
Email Address: seeley@FSFarchitecture.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

23rd DAY OF January, 20 24



Notary Public

My Commission Expires: 8/27/27



FOREMAN | SEELEY | FOUNTAIN
architecture





PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information			
Name: Andrews Hammock & Powell Inc.			Owner:
Address: 250 Charter Lane Suite 100 Macon GA 31210			
Primary Source License Information			
Lic #:	PEF000022	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:		Method: Application	Status: Active
Issued:	7/13/1989	Expires: 6/30/2024	Last Renewal Date: 4/13/2022
Associated Licensees			
Relationship: Employment			
Licensee:	Andrews, James Alvin, III	License Type: Professional Engineer	
License #:	PE033150	License Status: Active	
Established:	11/13/2009	Association Date: 11/13/2009	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Andrews, James Alvin, Jr	License Type: Professional Engineer	
License #:	PE017029	License Status: Active	
Established:		Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Hammock, Charles Wyman, Jr	License Type: Professional Engineer	
License #:	PE017080	License Status: Active	
Established:		Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Haynes, Wesley Miles	License Type: Professional Engineer	
License #:	PE026291	License Status: Active	
Established:	5/31/2002	Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Hughes, James Kenneth, II	License Type: Professional Engineer	
License #:	PE024164	License Status: Active	
Established:	3/23/2006	Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Miller, Edward Dean, II	License Type: Professional Engineer	
License #:	PE017708	License Status: Active	
Established:		Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Osmari, Naeem Hamid	License Type: Professional Engineer	
License #:	PE033221	License Status: Active	
Established:	11/13/2009	Association Date: 11/13/2009	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Rice, James Donald, Jr	License Type: Professional Engineer	
License #:	PE019368	License Status: Active	
Established:		Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Shaw, James C.	License Type: Professional Engineer	
License #:	PE028761	License Status: Active	
Established:	3/23/2006	Association Date:	Expiry:
Type:	Prerequisite User		
Public Board Orders			
Please see Documents section below for any Public Board Orders			
Other Documents			
No Other Documents			

Data current as of: February 1, 2024 0:20:15

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Close Window



wallace
design
collective



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Wallace Design Collective, PC. Owner:
Address: 200 East Mathew Brady Street
Tulsa OK 74103

Primary Source License Information

Lic #:	PEF000710	Profession:	Engineers / Land Surveyors	Type:	Engineer Firm
Secondary:		Method:	Application	Status:	Active
Issued:	7/13/1989	Expires:	6/30/2024	Last Renewal Date:	6/15/2022

Associated Licenses

Relationship: Employment					
Licensee:	Huey, Steven M	License Type:	Professional Engineer		
License #:	PE024110	License Status:	Active		
Established:		Association Date:		Expiry:	
Type:	Prerequisite User				
Relationship: Employment					
Licensee:	Johnson, Carrie J	License Type:	Professional Engineer		
License #:	PE030666	License Status:	Active		
Established:	3/23/2006	Association Date:		Expiry:	
Type:	Prerequisite User				
Relationship: Employment					
Licensee:	Phillips, Melvin Eugene	License Type:	Professional Engineer		
License #:	PE028873	License Status:	Active		
Established:	7/16/2004	Association Date:		Expiry:	
Type:	Prerequisite User				
Relationship: Employment					
Licensee:	Wall, Charles Alan	License Type:	Professional Engineer		
License #:	PE023650	License Status:	Active		
Established:		Association Date:		Expiry:	
Type:	Prerequisite User				
Relationship: Employment					
Licensee:	Wallace, Thomas William	License Type:	Professional Engineer		
License #:	PE015886	License Status:	Active		
Established:		Association Date:	6/4/2004	Expiry:	
Type:	Prerequisite User				

Public Board Orders

Please see Documents section below for any Public Board Orders

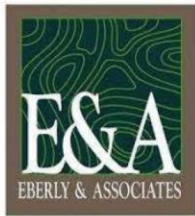
Other Documents

No Other Documents

Data current as of: February 1, 2024 0:20:51

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Eberly & Associates Inc. **Owner:**
Address: 2951 Flowers Road South
Suite 119
Atlanta GA 30341

Primary Source License Information

Lic #: PEF000798	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 9/29/1989	Expires: 6/30/2024	Last Renewal Date: 5/2/2022

Associated Licenses

Relationship: Employment			
Licensee: Brumfield, Brian Keith	License Type: Professional Engineer		
License #: PE026663	License Status: Active		
Established: 6/24/2002	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Delaney, Gregory L	License Type: Professional Engineer		
License #: PE013302	License Status: Inactive		
Established:	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Edwards, Kevin S	License Type: Professional Engineer		
License #: PE025453	License Status: Active		
Established: 7/16/2004	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Gardner, Scott L	License Type: Professional Engineer		
License #: PE023310	License Status: Active		
Established:	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Larkin, James S	License Type: Professional Engineer		
License #: PE022994	License Status: Active		
Established:	Association Date:		Expiry:
Type: Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: February 1, 2024 0:21:21

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Close Window



BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **FOREMAN SEELEY FOUNTAIN INC.** Control Number: **K217187**
Business Type: **Domestic Profit Corporation** Business Status: **Active/Owes Current Year AR**
Business Purpose: **NONE**
Principal Office Address: **3091 Governors Lake Drive, Suite 150,
Peachtree Corners, GA, 30071, USA** Date of Formation / Registration Date: **8/25/1992**
State of Formation: **Georgia** Last Annual Registration Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jeffery Seeley**
Physical Address: **3091 Governors Lake Drive, Suite 150, Peachtree Corners, GA, 30071, USA**
County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
JERRY A FOUNTAIN	Secretary	3091 Governors Lake Drive, Suite 150, Peachtree Corners, GA, 30071, USA
Jerry A Fountain	CEO	3091 Governors Lake Drive, Suite 150, Peachtree Corners, GA, 30071, USA
Jeffery M. Seeley	CFO	3091 Governors Lake Drive, Suite 150, Peachtree Corners, GA, 30071, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)



CERTIFICATE OF LIABILITY INSURANCE

FORESEE-01

FRADYL

DATE (MM/DD/YYYY)

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 Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	CONTACT NAME: Lisa Frady PHONE (A/C, No, Ext): (770) 250-0161 FAX (A/C, No): (678) 919-1151 E-MAIL: Lisa.Frady@ioausa.com ADDRESS:
INSURED Foreman Seeley Fountain, Inc. 3091 Governors Lake Drive Suite 150 Norcross, GA 30071	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO JECT ☐ LOC OTHER	X	X	5085083729	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	5085083729	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB EXCESS LIAB ☐ CLAIMS-MADE ☒ OCCUR DED ☒ RETENTION \$ 10,000	X		5085536747	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			AEH004316891	4/1/2023	4/1/2024	Per Claim \$ 4,000,000
A	Claims-Made			AEH004316891	4/1/2023	4/1/2024	Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Any person or organization where required by written contact is an Additional Insured with respect to General Liability and is primary & non-contributory per form #SB146968C 10/19, with respect to Hired/Non-Owned Auto Liability and is primary per form #SB146902G 06/16 and additional insured with respect to Umbrella Liability per form #G15057C 06/05 and is Primary/Non-Contributory per form #G300429A 11/07. Waiver of Subrogation is in favor of the Additional Insureds with respect to General Liability & Hired/Non-Owned Auto Liability per form #SB146968C 10/19. 30 days' notice of cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

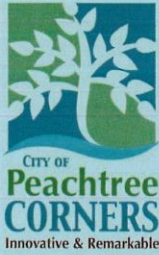
CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate Foreman Seeley Fountain Inc. 3091 Governors Lake Drive, Suite 150 Norcross, GA 30071	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 <i>Jeff Mitchell</i>
--	---

ACORD 25 (2016/03)

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2023
**BUSINESS OCCUPATIONAL
TAX CERTIFICATE**

Architectural Services
(NOT TRANSFERABLE)

Business ID
02614

License Number
2023-0636

Date Issued
03/09/2023

Date Expires
03/31/2024

CITY OF PEACHTREE CORNERS
310 TECHNOLOGY PKWY
PEACHTREE CORNERS, GA 30092

FOR OPERATION IN THE CITY OF PEACHTREE CORNERS,
GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL
OTHER CODES AND RESOLUTIONS OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS,
GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT
TO BE SUSPENDED OR REVOKED, AND IS SUBJECT TO
ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Valid for Business Shown Below Only:

BUSINESS NAME / ADDRESS:

FOREMAN SEELEY FOUNTAIN ARCHITECTURE
3091 GOVERNORS LAKE DR STE 150
PEACHTREE CORNERS GA 30071

CORPORATE / MAILING ADDRESS:

FOREMAN SEELEY FOUNTAIN ARCHITECTURE
3091 GOVERNORS LK, STE 150
PEACHTREE CORNERS, GA 30071

MUST POST IN A CONSPICUOUS LOCATION

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,

Foreman Seeley Fountain Architecture

[legal name of Architect]

3091 Governors Lake Drive Suite 150

Peachtree Corners, GA 30071

[address of Architect]

770.729.8433

[telephone number of Architect]

fountain@FSFArchitecture.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):

Title/Position	Hourly Rate
Principal:	\$ <u>200.00</u> per hour
Director:	\$ <u>N/A</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>200.00</u> per hour
Project Architect:	\$ <u>190.00</u> per hour
Project Manager:	\$ <u>170.00</u> per hour
Project Coordinator:	\$ <u>N/A</u> per hour
Interior Designer:	\$ <u>170.00</u> per hour
Project Captain:	\$ <u>N/A</u> per hour
Technical Staff:	\$ <u>170.00</u> per hour
Contract Administrator:	\$ <u>200.00</u> per hour
Clerical:	\$ <u>100.00</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>100.00</u> per hour
Scheduler:	\$ <u>125.00</u> per hour
Designer:	\$ <u>160.00</u> per hour
CADD:	\$ <u>75.00</u> per hour
Civil Engineer	\$ <u>255.00</u> per hour
Junior Civil Engineer	\$ <u>200.00</u> per hour
Civil Draftsman	\$ <u>160.00</u> per hour
Structural Engineer	\$ <u>165.00</u> per hour
Junior Structural Engineer	\$ <u>150.00</u> per hour
Structural Draftsman	\$ <u>140.00</u> per hour
Mechanical Engineer	\$ <u>225.00</u> per hour
Junior Mechanical Engineer	\$ <u>160.00</u> per hour
Mechanical Draftsman	\$ <u>N/A</u> per hour
Electrical Engineer	\$ <u>225.00</u> per hour
Junior Electrical Engineer	\$ <u>160.00</u> per hour
Electrical Draftsman	\$ <u>N/A</u> per hour
Fire Protection Engineer	\$ <u>225.00</u> per hour
Junior Fire Protection Engineer	\$ <u>160.00</u> per hour
Fire Protection Draftsman	\$ <u>N/A</u> per hour
FF&E Coordinator	\$ <u>150.00</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.

<u>NAME</u>	<u>FUNCTION</u>
<u>Jerry A. Fountain</u>	<u>Principal-In-Charge</u>
<u>Jeffery Seeley</u>	<u>Principal Architect QC/QA</u>
<u>Nadine Nacy</u>	<u>Principal Architect</u>
<u>Lisa Steffee</u>	<u>Architect</u>
<u>Albalis Smith</u>	<u>Architect</u>
<u>Ahn Doan</u>	<u>Production</u>
<u>Nupur Dudeja</u>	<u>Interior Design/Production</u>
<u>Takiyah Braxton</u>	<u>Business Manager</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: Mike Wright, Civil Engineering | Eberly & Associates

Structural: Sara Appleton, Structural Engineer | Wallace Design Collective

Mechanical: Wesley Haynes, Mechanical Engineer | AHP Consulting Engineers

Plumbing: AHP Consulting Engineers

Electrical: Naeem Osmani, Electrical Engineering | AHP Consulting Engineers

Kitchen Consultant: InSync Design

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
01- 01/08/2024; 02 - 01/12/2024; 03 - 01/24/24
- 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,

Foreman Seeley Fountain, Inc.

[typed name of Architect]

By:  [signature] [seal]

Jerry A. Fountain, President

[typed name and title]

3091 Governors Lake Drive Suite 150

Peachtree Corners, GA 30071

[address of Architect]

(770) 729.8433

[business telephone number]

January 24, 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 “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.

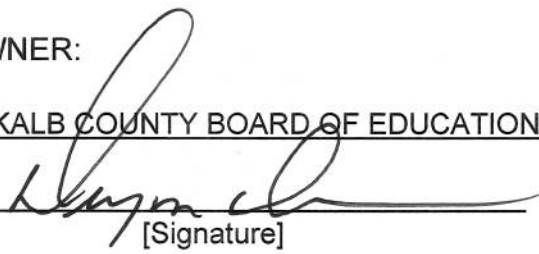
13. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, **at a minimum, inspect work at the Project site** _____, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed by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

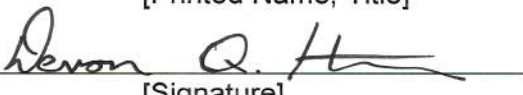
16. The Architect shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of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

6-13-24
[Date of Execution]

ARCHITECT:

FOREMAN SEELEY FOUNTAIN INC.

By: 
[Signature]

JEFFERY M. SEELEY
[Printed Name]

PRINCIPAL PARTNER
[Title]

3091 GOVERNORS LAKE DRIVE, S 150

PEACHTREE CORNERS, GA 30071
[Printed Address]

5/23/2024
[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.

355200
EEV/Basic Pilot Program User Identification Number

9/9/2010
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.

FOREMAN SEELEY FOUNTAIN INC.
Company Name / Contractor Name

5/23/24
Date


BY: Signature of Authorized Officer or Agent
PRINCIPAL PARTNER
Title of Authorized Officer or Agent of Contractor

5/23/24
Date

JEFFERY M. SEELEY
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
23 DAY OF May, 2024
Takiyah Braxton
Notary Public
My Commission Expires: 8/27/24

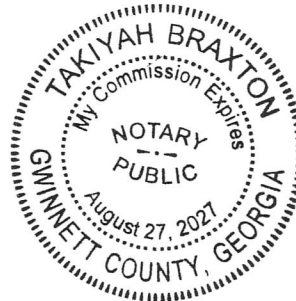


EXHIBIT "J"

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 FSF Architecture (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.

11568
EEV/Basic Pilot Program User Identification Number

4/22/2008
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.

Eric D. Blackmore
BY: Signature of Authorized Officer or Agent
Wallace Design Collective, PC
(Subcontractor Company Name)
Principal
Title of Authorized Officer or Agent of Subcontractor
Eric D. Blackmore
Printed Name of Authorized Officer or Agent

5/28/2024
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28th DAY OF May, 2024

Amber Schell Reksten
Notary Public
My Commission Expires: 6/25/27



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 Foreman Seeley Fountain (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

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

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

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

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

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

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

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

311503

8/25/2011

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

BY:  Signature of Authorized Officer or Agent

5/29/2024

Date

Eberly & Associates, Inc.

(Subcontractor Company Name)

President & CEO

Title of Authorized Officer or Agent of Subcontractor

Kevin Edwards

Printed Name of Authorized Officer or Agent

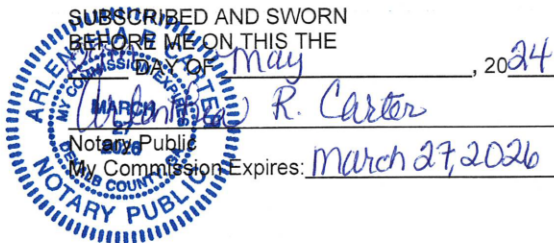


EXHIBIT "J"

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 _____ (*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.

209066
EEV/Basic Pilot Program User Identification Number

April 27, 2009
Date of Authorization

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

R. Edward Powell, Jr.
BY: Signature of Authorized Officer or Agent

May 31, 2024
Date

Andrews, Hammock & Powell, Inc.
(Subcontractor Company Name)

Vice President
Title of Authorized Officer or Agent of Subcontractor

R. Edward Powell, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31st DAY OF May, 2024

Kennedy Hopkins
Notary Public
My Commission Expires: 6/13/2024

