

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

**Design  
Professional:** Cooper Carry, Inc.

**Design  
Professional Address:** 191 Peachtree Street, NE, Suite 2400  
Atlanta, Georgia 30303

**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.....	82
Exhibit "I"	Contractor Affidavit.....	87
Exhibit "J"	Subcontractor Affidavit.....	89

---

## **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 Cooper Carry, Inc., authorized to do business in the State of Georgia, whose business address is 191 Peachtree Street NE, Suite 2400, Atlanta, Georgia 30303 (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 Sophia Tarkhan as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Contract. For each Work Authorization, DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, DESIGN PROFESSIONAL acknowledges that the Principal in Charge and Representative(s)

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

- 1.5 The DESIGN PROFESSIONAL shall assign only qualified personnel to perform any service concerning the Project (as defined in Paragraph 3.1 hereof). The DESIGN PROFESSIONAL management, design, and construction administration staff assigned to the Project shall have experience in K-12 school design and construction. The Owner shall have the right, but not the obligation, to interview the management, design, and construction administration staff that will be assigned to the Project.
- 1.6 DESIGN PROFESSIONAL agrees that its senior staff, subconsultants and subcontractors who will perform any Services under this Contract are subject to OWNER'S reasonable approval. Attached hereto as **Exhibit C** is a listing of DESIGN PROFESSIONAL'S senior staff, subconsultants and subcontractors who have been assigned to provide the services required under this Contract. None of the senior staff, subconsultants and subcontractors identified in **Exhibit C** shall be removed from a Project by DESIGN PROFESSIONAL without OWNER'S prior approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to OWNER. DESIGN PROFESSIONAL further agrees, within fourteen (14) calendar days of receipt of a written request from OWNER, to promptly remove from a Project and replace the Representative, or any other personnel employed or retained by DESIGN PROFESSIONAL, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by DESIGN PROFESSIONAL to provide and perform any of the Services pursuant to the requirements of this Contract, whom OWNER shall request in writing to be removed, which request may be made by OWNER with or without cause. If DESIGN PROFESSIONAL is required to remove and replace a subconsultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Work Authorization to which such subcontractor or subconsultant may have been assigned.
- 1.7 DESIGN PROFESSIONAL represents to OWNER that it has expertise in the type of professional Services that will be required under this Contract. Drawings shall be prepared in electronic AutoCAD 2014 format and a project manual for each Project (the "Project Manual") shall be prepared as an electronic Word 2010 document. By execution of this Contract and each subsequent Work Authorization issued hereafter, if any, DESIGN PROFESSIONAL acknowledges it has received the most recent version of the DCSD 2020 VISION – Educational Specifications and Design Guidelines as of the date of this Contract or such subsequent Work Authorization and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. DESIGN PROFESSIONAL agrees that all Services to be provided by DESIGN PROFESSIONAL pursuant to this Contract shall be subject to OWNER'S reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Georgia Department of Education requirements, Georgia Construction Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project (as defined in Paragraph 3.1 hereof) or the Services to be provided and performed by DESIGN PROFESSIONAL hereunder. In the event of any conflicts in these requirements, DESIGN PROFESSIONAL shall promptly notify OWNER of such conflict in writing and utilize its best professional judgment to resolve the conflict. OWNER'S approval of any design documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete

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

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

## **ARTICLE 2**

### **OWNER'S RESPONSIBILITIES**

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

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

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

### **ARTICLE 3**

#### **SCHEDULE**

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

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

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

## ARTICLE 4

### COMPENSATION

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

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

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

## ARTICLE 5

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

- 5.1 The Preliminary Design and the Construction Documents shall become "Instruments of Service" and include all Drawings, Plans, Specifications, and other documents, including those in electronic form, prepared specifically for the subject Project by the DESIGN PROFESSIONAL and its consultants. The DESIGN PROFESSIONAL agrees to, and DESIGN PROFESSIONAL and its consultants shall be deemed to have prepared their respective Instruments of Service as architectural works and works made for hire as defined in 17 U.S.C. §§ 101, 102(a)(8) and 201(b), thereby transferring and vesting in the Owner, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service and in the buildings, improvements, and structures constituting the Project. The Instruments of Service shall include the Space Plan and Design Concept, if any.
- 5.2 DESIGN PROFESSIONAL hereby expressly grants, assigns, transfers, and otherwise quitclaims to the Owner, its successors, and assigns, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in both the Instruments of Service and in the buildings, improvements, and structures embodying the architectural and engineering works that constitute the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums, when due, under this Contract. The DESIGN PROFESSIONAL shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Contract. The DESIGN PROFESSIONAL warrants (and shall cause each of the DESIGN PROFESSIONAL consultants to warrant also) that this transfer of copyright and other rights is valid against the world.
- 5.3 The DESIGN PROFESSIONAL hereby grants, assigns, transfers, and otherwise quitclaims to the Owner, without reservation, all copyrights to all Project-related documents, models, computer drawings, and other electronic expressions, photographs, and other expression or Instruments of Service produced by the DESIGN PROFESSIONAL. However, the DESIGN PROFESSIONAL will retain all rights to any pre-existing intellectual property or standard construction details or conventions contained in the Instruments of Service.
- 5.4 All licenses granted herein or pursuant to this Contract are worldwide, perpetual and irrevocable and shall continue even in the event this Contract expires or is terminated for any reason. DESIGN PROFESSIONAL hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by OWNER in the event of any such expiration or termination; provided, however, DESIGN PROFESSIONAL shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals. This paragraph shall survive the expiration or termination of this Contract.
- 5.5 DESIGN PROFESSIONAL, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Contract for any reason, shall take all steps

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

- 5.6 The Owner hereby grants to the DESIGN PROFESSIONAL a nonexclusive license to reproduce such documents for purposes relating directly to the DESIGN PROFESSIONAL's performance of any Project, for the DESIGN PROFESSIONAL's archival records, and for the DESIGN PROFESSIONAL's reproduction of drawings and photographs for the DESIGN PROFESSIONAL's marketing materials provided that the content of those materials, as to each such Project, are approved by the Owner prior to publication. No other Project-related documents may be reproduced for any other purpose without the express written permission of the Owner or unless otherwise required by law. The publication of the DESIGN PROFESSIONAL materials shall not include the Owner's confidential or proprietary information.
- 5.7 DESIGN PROFESSIONAL shall, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Contract for any reason, or upon completion of the Project should no such request be made by the OWNER, provide to OWNER (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by DESIGN PROFESSIONAL from DESIGN PROFESSIONAL's consultants pursuant to Paragraph 6.1, and (iii) a written license from DESIGN PROFESSIONAL to OWNER pursuant to Paragraph 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. DESIGN PROFESSIONAL shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify OWNER in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by DESIGN PROFESSIONAL, the hard paper copy shall control. This paragraph shall survive the expiration or termination of this Contract.

## **ARTICLE 6**

### **MAINTENANCE OF RECORDS**

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

## **ARTICLE 7**

### **INDEMNITY**

- 7.1 To the fullest extent permitted by law, the DESIGN PROFESSIONAL shall indemnify and hold harmless the OWNER from and against all liability, claims, damage, loss, liens, costs and expenses, including without limitation attorneys' fees and litigation expenses, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the DESIGN PROFESSIONAL or other persons employed or utilized by the DESIGN PROFESSIONAL in the performance of the Contract. In the event the OWNER is alleged to be liable on account of alleged acts or omissions, or both, of the DESIGN PROFESSIONAL, the DESIGN PROFESSIONAL shall defend such allegations through counsel chosen by the OWNER, and the DESIGN PROFESSIONAL shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The DESIGN PROFESSIONAL shall not be required to indemnify or hold harmless the OWNER against claims for damages, losses, or expenses, including attorneys' fees, to the extent caused by or resulting from the negligence of the OWNER.

## **ARTICLE 8**

### **ERRORS AND OMISSIONS INSURANCE**

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

## **ARTICLE 9**

### **OTHER INSURANCE**

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

## **ARTICLE 10**

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

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

## **ARTICLE 11**

### **WAIVER OF CLAIMS**

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

## **ARTICLE 12**

### **TERMINATION OR SUSPENSION**

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

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

### **ARTICLE 13**

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

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

### **ARTICLE 14**

#### **CONFLICT OF INTEREST**

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

## **ARTICLE 15**

### **APPLICABLE LAW**

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

## **ARTICLE 16**

### **SUCCESSORS AND ASSIGNS**

- 16.1 The Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, this Contract shall be binding upon each party and its respective successors, assigns and legal representatives.

## **ARTICLE 17**

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

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

## **ARTICLE 18**

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

- 18.1 In the event the Owner gives the DESIGN PROFESSIONAL written notice that Owner will employ the services of a program manager or construction manager, then the terms of this Article 18 shall apply to the services provided by the DESIGN PROFESSIONAL.
- 18.2 In the event the Owner gives the DESIGN PROFESSIONAL written notice that Owner will employ the services of a construction manager, the term "contractor" as used in this Contract shall mean "construction manager" and the term "Construction Contract" as used in this Contract shall mean "Construction Management Contract".
- 18.3 The DESIGN PROFESSIONAL shall fully cooperate with the Owner's program manager ("Program Manager") and, if applicable, the construction manager ("Construction Manager"). Such cooperation shall include, without limitation, providing any requested information to the Program Manager and, if applicable, the Construction Manager, and advising, meeting with, consulting with, and coordinating with the Program Manager and, if applicable, the Construction Manager.
- 18.4 The DESIGN PROFESSIONAL acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, DESIGN PROFESSIONAL agrees to comply with all directions and instructions given by the Program Manager. To the extent that the Program Manager is authorized and responsible for providing certain services delegated to the DESIGN PROFESSIONAL hereinabove, the DESIGN PROFESSIONAL's role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.

- 18.5 The DESIGN PROFESSIONAL is not a third-party beneficiary of any agreement by and between Owner and the Program Manager or any Construction Manager. It is expressly acknowledged and agreed that DESIGN PROFESSIONAL's duties to Owner are independent of, and are not diminished by, any duties owed to Owner by the Program Manager or any Construction Manager.

#### **ARTICLE 19**

##### **ASBESTOS STATEMENT**

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

#### **ARTICLE 20**

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

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

#### **ARTICLE 21**

##### **ENTIRE AGREEMENT**

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

#### **ARTICLE 22**

##### **MODIFICATION**

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

#### **ARTICLE 23**

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

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

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

- , Suite 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:

**Cooper Carry, Inc.  
191 Peachtree Street NE, Suite 2400  
Atlanta, GA 30303**

**ATTENTION: Sophia Tarkhan**

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

## **ARTICLE 24**

### **MISCELLANEOUS**

- 24.1 Throughout the performance of its duties under this Contract, the DESIGN PROFESSIONAL shall comply with, and shall provide all services necessary for the Owner to comply with, all laws applicable to the design of the Project or the administration of the Construction Contract (as defined in Paragraph 18 hereof), including without limitation the rules, guidelines, and other requirements of the State of Georgia Environmental Protection Division, the State of Georgia Department of Education and the ordinances and codes of DeKalb County, Georgia and any applicable municipality.
- 24.2 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day. The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by OWNER.
- 24.3 In addition to, and not in limitation of, the DESIGN PROFESSIONAL's other obligations under this Contract, the DESIGN PROFESSIONAL shall, without additional compensation, promptly assist the Owner in resolving any problems arising out of, resulting from or relating to the design of the Project or the materials or equipment specified by the DESIGN PROFESSIONAL or its consultant(s).
- 24.4 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the DESIGN PROFESSIONAL's services, the DESIGN PROFESSIONAL may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and DESIGN PROFESSIONAL shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court

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

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


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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature]


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

By:   
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

 7.11.24  
[Date of Execution]

DESIGN PROFESSIONAL:

COOPER CARRY, INC

By:   
[Signature]

Sophia Tarkhan, Principal  
[Printed Name, Title]

191 Peachtree Street, NE Suite 2400

Atlanta, Georgia 30303-1770  
[Printed Address]

191 Peachtree Street, NE Suite 2400

Atlanta, Georgia 30303-1770  
[Printed Address]

May 30, 2024  
[Date of Execution]

  
Erick Hofstetter, Chief Operating Officer

**EXHIBIT "A"**

**LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT**

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

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

**B. Professional Architectural and Engineering Services**

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

**C. Professional Architectural and Engineering Services**

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

**D. Professional Architectural and Engineering Services**

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

**E. Professional Architectural and Engineering Services**

Revised Appendix D Design Guidelines (54 Pages)

**F. Professional Architectural and Engineering Services Mandatory Pre-Proposal**

Conference Meeting Minutes (4 Pages)

**G. Professional Architectural and Engineering Services Mandatory Pre-Proposal**

Conference Sign-In Sheet (5 Pages)

Addendum No. 3 Dated January 24, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

RFC No. 1 (2 Pages)

**EXHIBIT "B"**

**WORK AUTHORIZATION FORM**

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

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

**PROJECT NAME AND NUMBER**

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

**SCOPE OF SERVICES**

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

**SCHEDULE**

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

**COMPENSATION**

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

**EXHIBIT "C"**

**STAFFING SCHEDULE**

<b><u>Name</u></b>	<b><u>Function</u></b>
Sophia Tarkhan	Principal-in-Charge
Brian Mitchell	Project Manager
Brian Mitchell	Project Architect
Taurean Merriweather	Architectural Designer
Joiana Hooks	Architectural Designer
Mechanical Engineering, Plumbing and Fire Protection:	Johnson, Spellman & Associates
Electrical Engineering:	Bolden-Williams & Associates
Civil Engineering:	Eberly & Associates
Structural Engineering	Willett Engineering
Kitchen Consultant:	Camacho & Associates

**EXHIBIT "D"**

**RATE SCHEDULE**

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE**

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

RFQu No: 24-752-017

Project No: N/A

RFQu Date: **December 14, 2023**

Page 1 of 5

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

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

Cooper Carry, Inc.

*[legal name of Architect]*

191 Peachtree Street, NE, Suite 2400

Atlanta, Georgia 30303

*[address of Architect]*

404-240-9594

*[telephone number of Architect]*

sophiatarkhan@coopercarry.com

*[email address of Architect]*

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Continuing Contract Form for Professional Services between the DeKalb County Board of Education and the Architect; (Appendix I and the Owner's standard forms and other documents included in the Request for Qualifications and any Addenda thereto for **DCSD Project Nos. N/A Architectural/Engineering Services** proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner in the exact form provided in the Request for Qualifications and to perform the Design Services and Work in conformance with the Contract Documents, in the time stated therein, for the Contract Price set forth below, and submits the following proposed compensations and fees and other matters set forth below:

- a. Please provide the hourly rates as required in Section 4.2. of the Agreement (Appendix I) in the following manner are indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>276</u> per hour
Director:	\$ <u>264</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>236</u> per hour
Project Architect:	\$ <u>216</u> per hour
Project Manager:	\$ <u>216</u> per hour
Project Coordinator:	\$ <u>180</u> per hour
Interior Designer:	\$ <u>180</u> per hour
Project Captain:	\$ <u>152</u> per hour
Technical Staff:	\$ <u>120</u> per hour
Contract Administrator:	\$ <u>120</u> per hour
Clerical:	\$ <u>100</u> per hour

Estimator:	\$ <u>236</u> per hour
Scheduler:	\$ <u>236</u> per hour
Designer:	\$ <u>236</u> per hour
CADD:	\$ <u>150</u> per hour
Civil Engineer	\$ <u>275</u> per hour
Junior Civil Engineer	\$ <u>216</u> per hour
Civil Draftsman	\$ <u>150</u> per hour
Structural Engineer	\$ <u>275</u> per hour
Junior Structural Engineer	\$ <u>216</u> per hour
Structural Draftsman	\$ <u>150</u> per hour
Mechanical Engineer	\$ <u>275</u> per hour
Junior Mechanical Engineer	\$ <u>216</u> per hour
Mechanical Draftsman	\$ <u>150</u> per hour
Electrical Engineer	\$ <u>275</u> per hour
Junior Electrical Engineer	\$ <u>216</u> per hour
Electrical Draftsman	\$ <u>150</u> per hour
Fire Protection Engineer	\$ <u>275</u> per hour
Junior Fire Protection Engineer	\$ <u>216</u> per hour
Fire Protection Draftsman	\$ <u>150</u> per hour
FF&E Coordinator	\$ <u>150</u> per hour
Others as appropriate	\$ _____ 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>
Sophia Tarkhan	Principal
Brian Mitchell	Project Manager / Project Architect
Joiana Hooks	Architectural Designer
Taurean Merriweather	Architectural Designer
Thom Wille	Mechanical / Electrical / Plumbing
Ronald Bolden	Electrical Engineer
Jeremiah Phillips	Civil Engineer
J. Mac Willett	Structural Engineer
James Camacho	Kitchen Consultant

Civil:	<u>Eberly &amp; Associates</u>
Structural:	<u>Willett Engineering</u>
Mechanical:	<u>Johnson, Spellman &amp; Associates</u>
Plumbing:	<u>Johnson, Spellman &amp; Associates</u>
Electrical:	<u>Bolden-Williams</u>
Kitchen Consultant:	<u>Camacho Associates</u>

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:  
[insert the number and date of each Addendum; if none, insert "None"]  
1 - 1/8/2024; 2 - 1/12/2024; 3 - 1/24/2024
- 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,

Cooper Carry, Inc.

*[typed name of Architect]*

By:

*Sophia B. Tarkhan*

[seal]

*[signature]*

Sophia Tarkhan, AIA, LEED AP

*[typed name and title]*

191 Peachtree Street, NE, Suite 2400

*[address of Architect]*

( 404 ) 237-2000

*[business telephone number]*

January 31, 2024

*[date of execution]*

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

N/A

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)**

DESIGN PROFESSIONAL PROPOSAL



# PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

DeKalb County School District

Request for Qualifications  
(RFQu) No. 24-752-017

Submitted by Cooper Carry  
February 1, 2024



COOPER CARRY

4.1 LETTER OF INTRODUCTION & INTEREST

February 1, 2024



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

**RE: RFQU 24-752-017 FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES**

Dear DeKalb County Board of Education,

We are honored to submit our qualifications for the Professional Architectural and Engineering Services for DeKalb County School District. Our team has a strong local presence, and we understand the significance of these projects to each school, its students, parents, staff, community, and Board of Education.

Cooper Carry has been helping school districts provide spaces that help students, teachers, and staff thrive for over 64 years. We treat each project, no matter the size, with the same level of enthusiasm, effort, and attention because we know how important every project is to the District. We have extensive experience in undertaking multiple projects with the same client at the same time. As Principal in Charge, I will be leading an experienced team. Brian Mitchell, who brings recent and extensive experience working with the District on renovation projects, will serve as Project Manager/Project Architect. Our professionals have extensive experience doing similar projects of this size and scope, and they will lead each project carefully through the obstacles and concerns that will arise during schematic design, design development, construction documents, and finally, construction administration.

We are excited about the opportunity to be of service to you again and are fully prepared to meet the required obligations and commitments. Our attributes include:

- Extensive renovation experience with:
  - Restroom upgrades / Roofing / ADA Modifications
  - Communications & Security / Firm Alarm
  - HVAC, Electrical & Plumbing Upgrades
  - Site Work
  - Finish Renovations – Painting, Flooring and misc. upgrades
- Collaborative approach with Administrators, Stakeholders, Staff, and the Contractor
- 270 staff to get the job done well and on time
- In-House Architecture, Interiors, Landscape Architecture, Urban Planning, and Graphic Design
- Experience in undertaking multiple projects with the same client at the same time

Thank you for considering our qualifications. We look forward to the opportunity to work with you.

Sincerely,

A handwritten signature in blue ink that reads "Sophia B. Tarkhan".

Sophia Tarkhan, AIA, LEED AP  
Principal, Cooper Carry  
404-240-9549  
sophiatarkhan@coopercarry.com

191 PEACHTREE STREET NE, SUITE 2400,  
ATLANTA, GA 30303-1770

TEL 404-237-2000  
FAX 404-237-0276

# TABLE OF CONTENTS

Compliance Information ..... 4

Related Experience ..... 6

Project Staff .....17

Workload ..... 23

Equitable Distribution ..... 25

Design Fee ..... 25

References ..... 26



We know that excellence in design emerges from the people and culture of a particular place. We design for context in all its complexity and sophistication. We engage key project stakeholders in a collaborative process that builds consensus for design. We seek to work side-by-side with clients both on-site and on the drawing board.

## 4.3 COMPLIANCE INFORMATION

### 4.3.1 GEORGIA SECRETARY OF STATE CERTIFICATION

4.3.1.1 State the legal name of the entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project the stated entity name will be used in all legal contracting documents derived from this selection.

Cooper Carry, Inc.

Cooper Carry is a privately owned corporation.

4.3.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.

A copy of the certification has been uploaded to the lonwave portal.

### 4.3.2 REGISTRATIONS, LICENSES & CERTIFICATIONS

4.3.2.1 Firms and sub consultants must be properly licensed. Provide copy of current Georgia Professional Registration for Architect/Engineer.

Copies of licenses have been uploaded to the lonwave portal.

4.3.2.2 If Firm is a joint venture, provide copy of the joint venture agreement and either: a. Copy of current Georgia Professional Registration of the joint venture; or b. A copy of the current Georgia Professional Registration of one of the joint venture partners.

N/A - The firm is not a joint venture.

### 4.3.3 BUSINESS CONTINUITY

4.3.3.1 State number of years in business.

Cooper Carry has been in business for 64 years.

4.3.3.2 State the location, address, and telephone number of Firm's offices.

Address (office from which project will be managed):  
191 Peachtree Street NE, Suite 2400  
Atlanta, Georgia 30303

Telephone: 404-237-2000  
Fax: 404-237-0276

4.3.3.3 Submit the names of owners, officers or principals in charge.

Principal In Charge - Sophia Tarkhan, AIA, LEED AP

### 4.3.4 CONFLICTS OF INTEREST

4.3.4.1 If any conflicts of interest issues are identified, provide a detailed plan of action on how any existing or potential conflicts of interest will be mitigated in the case your firm is recommended for this project. DCSD at its sole discretion shall determine the adequacy of the plan and whether the conflict will disqualify the firm from consideration for the RFQ. If DCSD determines that the firm will be disqualified due to the conflict, the firm's proposal will not be evaluated or considered by the Selection Committee.

Katy Daugharty is employed at Cooper Carry and is married to Brian Albanese who is a Project Manager at CERM, currently contracted to AECOM on behalf of DCSD. We do not believe this results in a conflict of interest because Ms. Daugharty is not a part of the proposed Cooper Carry design team. To ensure full disclosure, we are providing this information.

To the extent DCSD has concerns about a conflict of interest, if it becomes necessary, Cooper Carry would be willing to establish a firewall between Ms. Daugharty and the proposed design team.

#### 4.3.5 FINANCIAL RESOURCES

**4.3.5.1 Financial Statement:** The Firm's financial capability is to be expressed in the financial statement (audited financial current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project. A certified audit is preferred; however, the Firm's most recent tax return and balance sheet will be accepted.

Cooper Carry, Inc. does not undergo an audit, but we do undergo an annual review of our financial statements. A copy of our reviewed 2022/2021 financial statements and related footnotes has been uploaded to the lonwave portal.

**4.3.5.2 Insurance Capacity:** Firms must provide evidence that they have all insurance coverage's as specified in A/E contract included with this RFQ (See Appendix H).

We have all required Insurance coverage as specified in the A/E contract. Cooper Carry's Insurance certificate has been uploaded to the lonwave portal.

**4.3.5.3 Litigation:** Submit all litigation of any kind involving firm, its officers, or directors with a project owner where the total amount in controversy exceeds \$100,000.00 within the last five years. If the firm is a joint venture or partnership submit litigation involving all firms comprising the submitting entity. State the court and location of the litigation.

Although Cooper Carry's involvement in claims and lawsuits is infrequent due to the risk management and quality control efforts, litigation in which we are a party does occur from time to time. Therefore, Cooper Carry maintains general commercial and professional liability, workers' compensation, and automobile insurance. The limits of these policies are sufficient to cover any outstanding claims or lawsuits, and our legal counsel fully anticipates that any such claims will be resolved well within the policy limits.

There are no unsatisfied judgments against Cooper Carry. In the opinion of Cooper Carry management and our attorneys, no claim or lawsuit currently pending will have any adverse effect on our ability to perform on this project.

Cooper Carry's K-12 Studio has never been involved in any litigation or arbitration.

#### LITIGATION AGAINST COOPER CARRY – CLOSED

Judi Chistiano et al. vs. Marriott International, Inc., et al. (Supreme Court of the State of New York, Country of Suffolk) This matter arises out of an alleged personal injury that occurred in a hotel amenity area located in Washington, D.C. Marriott has filed a third-party complaint against Cooper Carry as the Architect of Record. Cooper Carry was not involved in the interior or lighting design of the Project and disputes any allegations of negligence in the performance of its services and Cooper Carry was ultimately dismissed from the case.

#### LITIGATION AGAINST COOPER CARRY – PENDING

511 South Central Avenue, LLC vs. Cole Roofing Co. et al. (Circuit Court for Baltimore City, Maryland) This matter arose out of an accident involving a subcontractor's worker on an active project site. Cooper Carry disputed any allegations asserted against it in the Complaint. The trial court has granted Cooper Carry's motion to dismiss; however, the Plaintiff has appealed the lower court ruling.

Pointe Orlando Development Company vs. Cooper Carry, Inc. (Circuit Court of the Ninth Judicial Circuit, Orange County, Florida) The Owner of a retail center in Orlando, Florida has alleged design and construction deficiencies in connection with portions of the concrete hardscape against Cooper Carry and the Contractor. This matter is currently pending.

Muzoon Holding LLC vs. Cooper Carry, Inc. (Dubai Courts Fourth Circuit, United Arab Emirates) Cooper Carry was named as a Respondent in an Arbitration filed by its Client in Dubai, UAE, demanding certain amounts allegedly overpaid by the Client to Cooper Carry. Cooper Carry responded to the Arbitration Demand and asserted a Counter-Demand for outstanding amounts due and owing to Cooper Carry. An award was issued in favor of Cooper Carry dismissing the Arbitration; however, Muzoon has subsequently filed this matter in their local courts. This matter is still pending.

#### LITIGATION INITIATED BY COOPER CARRY – CLOSED

Cooper Carry, Inc. vs. 123 Roswell Road, LLC et al. (Superior Court of Fulton County, Georgia) Cooper Carry filed an action for suit on a promissory note, claim of lien, and breach of contract in connection with a mixed-use/hospitality project located in Atlanta, Georgia seeking payment for outstanding amounts owed. The matter has been resolved.

4.3.5.4 Insurance Claims: Submit all Errors & Omissions and/or Professional Liability claims filed against the firms' policy in the last two years for the proposal submittal date. The information should include amount and nature of the claim(s).

Cooper Carry has been notified of a claim for additional costs arising out of alleged design errors in connection with certain ADA/Fair Housing Requirements for a multifamily project located in Atlanta, Georgia. Cooper Carry disputed these claims. This matter has been resolved.

**CLAIMS COOPER CARRY – PENDING**

Cooper Carry has been notified of a threatened claim for additional costs arising out of alleged design errors in connection with certain ADA/Fair Housing Requirements. Cooper Carry disputes these claims. We believe this matter will be amicably resolved without litigation.

Cooper Carry has been notified of a claim involving the encroachment of an easement during the design and construction of a mixed-use project located in Atlanta, Georgia. Cooper Carry disputes these claims.

Cooper Carry has been notified of a claim alleging design deficiencies associated with the doorways of military housing located in Florida.

## 5.1.1 RELATED EXPERIENCE

5.1.1.1 List the projects which best illustrate the experience of the firm which utilized the current staff which is being assigned to this Project. (List no more than 10 projects and do not list projects which were not completed by your firm or completed more than ten years ago).

Our team brings experience working together on similar projects. The following pages outline in further detail the scope of each project.

1. Laurel Ridge Elementary School (ES) Major Building Systems Replacement
2. Woodridge Elementary School (ES) Major Building Systems Replacement
3. Chesnut Elementary School (ES) Major Building Systems Replacement
4. Druid Hills Middle School (MS) Major Building Systems Replacement
5. DeKalb County 3C Region Renovations
6. DCSD Group A Fire Sprinkler Installation
7. West Clayton Elementary School Renovations
8. Church Street Elementary School Renovations
9. Stanton Elementary School Addition & Renovations
10. Barack & Michelle Obama Academy Renovations & Addition



6 | COOPER CARRY

# LAUREL RIDGE ES MAJOR BUILDING SYSTEMS REPLACEMENT

DEKALB COUNTY, DECATUR, GA



Cooper Carry provided professional design services for Laurel Ridge Elementary School in the DeKalb County School District. The scope included replacing the HVAC systems and addressing several improvements. The improvements included installing a new fire suppression system, upgrading light fixtures from fluorescent to LED, and completely replacing the ceilings. In addition, a security vestibule was provided.

The design team undertook a due diligence process and met with the owner to fully understand the requirements and needs of the school. Verifying the as-builts for accuracy was an important piece to understanding the project's challenges and providing solutions that meet the project budget and schedule.

## RELEVANCE

- System upgrades and improvements
- DeKalb County School District (DCSD) project
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE

## OWNER REPRESENTATIVE

RYAN FERNANDEZ  
DEKALB COUNTY SCHOOL DISTRICT  
1780 MONTREAL RD  
TUCKER, GA 30084  
678-676-1441  
F: 678-676-1469  
C09121602@DEKALBSCHOOLS.GA.ORG

## USER REPRESENTATIVE

COREY HARTMAN, PRINCIPAL  
LAUREL RIDGE ELEMENTARY SCHOOL  
1215 BALSAM DRIVE  
DECATUR, GA 30033  
P: 678-874-6902  
COREY\_E\_HARTMAN@  
DEKALBSCHOOLS.GA.ORG

## COMPLETION DATE

AUGUST 2024 (ESTIMATED)

## PROJECT SIZE

66,120 SF

## CONSTRUCTION COST

\$9,330,000 (ESTIMATED)

## PROJECT STATUS

UNDER CONSTRUCTION

## KEY PROFESSIONALS

SOPHIA TARKHAN,  
PRINCIPAL IN CHARGE  
BRIAN MITCHELL, PROJECT  
MANAGER / PROJECT ARCHITECT  
JOIANA HOOKS, DESIGNER  
THOM WILLE, MECHANICAL/PLUMBING  
RONALD BOLDEN,  
ELECTRICAL ENGINEER  
JEREMIAH PHILLIPS, CIVIL ENGINEER

# WOODRIDGE ES MAJOR BUILDING SYSTEMS REPLACEMENT

DEKALB COUNTY, STONE MOUNTAIN, GA



Cooper Carry provided professional design services for Woodridge Elementary School in the DeKalb County School District. The scope included replacing the HVAC systems and addressing several improvements. The improvements included installing a new fire suppression system, upgrading light fixtures from fluorescent to LED, and completely replacing the ceilings. In addition, a security vestibule was provided.

The design team undertook a due diligence process and met with the owner to fully understand the requirements and needs of the school. Verifying the as-builts for accuracy was an important piece to understanding the project's challenges and providing solutions that meet the project budget and schedule.

## RELEVANCE

- System upgrades and Improvements
- DeKalb County School District (DCSD) project
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE

## OWNER REPRESENTATIVE

RYAN FERNANDEZ  
DEKALB COUNTY SCHOOL DISTRICT  
1780 MONTREAL RD  
TUCKER, GA 30084  
678-676-1441  
F: 678-676-1469  
C09121602@DEKALBSCHOOLS.GA.ORG

## USER REPRESENTATIVE

BRANDY MARTINO, PRINCIPAL  
WOODRIDGE ELEMENTARY SCHOOL  
4120 CEDAR RIDGE TRAIL  
STONE MOUNTAIN, GA 30083  
P: 678-874-0202  
BRANDY\_JERMON@  
DEKALBSCHOOLS.GA.ORG

## COMPLETION DATE

AUGUST 2024 (ESTIMATED)

## PROJECT SIZE

58,418 SF

## CONSTRUCTION COST

\$8,210,000 (ESTIMATED)

## PROJECT STATUS

UNDER CONSTRUCTION

## KEY PROFESSIONALS

SOPHIA TARKHAN,  
PRINCIPAL IN CHARGE  
BRIAN MITCHELL, PROJECT  
MANAGER / PROJECT ARCHITECT  
JOIANA HOOKS, DESIGNER  
THOM WILLE, MECHANICAL/PLUMBING  
RONALD BOLDEN,  
ELECTRICAL ENGINEER  
JEREMIAH PHILLIPS, CIVIL ENGINEER



# CHESNUT ES MAJOR BUILDING SYSTEMS REPLACEMENT

DEKALB COUNTY, DUNWOODY, GA



Cooper Carry provided professional design services for Chesnut Elementary School. The majority of the scope focused on replacing the HVAC system. However, it also included removing and replacing the existing hard ceilings and acoustical ceilings. The light fixtures were upgraded from fluorescent to LED. A new fire sprinkler system was installed and the roof was replaced.

The design team undertook a due diligence process and met with the owner to fully understand the requirements and needs of the school. Verifying the as-builts for accuracy was an important piece to understanding the project's challenges and providing solutions that meet the project budget and schedule.

## RELEVANCE

- System upgrades and improvements
- DeKalb County School District (DCSD) project
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE

## OWNER REPRESENTATIVE

RYAN FERNANDEZ  
 DEKALB COUNTY SCHOOL DISTRICT  
 1780 MONTREAL RD  
 TUCKER, GA 30084  
 678-676-1441  
 F: 678 676 1469  
 C09121602@DEKALBSCHOOLS.GA.ORG

## USER REPRESENTATIVE

LLOYD MCFARLANE, PRINCIPAL  
 CHESNUT ELEMENTARY SCHOOL  
 4576 N. PEACHTREE ROAD  
 DUNWOODY, GA 30338  
 P: 678 676 7102  
 LLOYD\_MCFARLANE@  
 DEKALBSCHOOLS.GA.ORG

## COMPLETION DATE

AUGUST 2024 (ESTIMATED)

## PROJECT SIZE

50,767 SF

## CONSTRUCTION COST

\$7,030,000 (ESTIMATED)

## PROJECT STATUS

UNDER CONSTRUCTION

## KEY PROFESSIONALS

SOPHIA TARKHAN,  
 PRINCIPAL IN CHARGE  
 BRIAN MITCHELL, PROJECT  
 MANAGER / PROJECT ARCHITECT  
 JOIANA HOOKS, DESIGNER  
 THOM WILLE, MECHANICAL/PLUMBING  
 RONALD BOLDEN,  
 ELECTRICAL ENGINEER  
 JEREMIAH PHILLIPS, CIVIL ENGINEER

# DRUID HILLS MS MAJOR BUILDING SYSTEMS REPLACEMENT

DEKALB COUNTY, DECATUR, GA



Cooper Carry provided professional design services for Druid Hills Middle School. The scope at Druid Hills included removing and replacing all plumbing fixtures and accessories, outfitting ADA-accessible stalls in the restrooms, and providing a new security vestibule.

The design team undertook a due diligence process and met with the owner to fully understand the requirements and needs of the school. Verifying the as-builts for accuracy was an important piece to understanding the project's challenges and providing solutions that meet the project budget and schedule.

## RELEVANCE

- System upgrades and Improvements
- DeKalb County School District (DCSD) project
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE

## OWNER REPRESENTATIVE

RYAN FERNANDEZ  
DEKALB COUNTY SCHOOL DISTRICT  
1780 MONTREAL RD  
TUCKER, GA 30084  
678-676-1441  
F: 678-676-1469  
C09121602@DEKALBSCHOOLS.GA.ORG

## USER REPRESENTATIVE

SHEVEETA BONNER, PRINCIPAL  
DRUID HILLS MIDDLE SCHOOL  
3100 MOUNT OLIVE DRIVE  
DECATUR, GA 30033  
P: 678-874-7602

## COMPLETION DATE

AUGUST 2024 (ESTIMATED)

## PROJECT SIZE

63,989 SF

## CONSTRUCTION COST

\$1,560,667 (ESTIMATED)

## PROJECT STATUS

UNDER CONSTRUCTION

## KEY PROFESSIONALS

SOPHIA TARKHAN,  
PRINCIPAL IN CHARGE  
BRIAN MITCHELL, PROJECT  
MANAGER / PROJECT ARCHITECT  
TAUREAN MERRIWEATHER, DESIGNER  
JOIANA HOOKS, DESIGNER  
THOM WILLE, MECHANICAL/PLUMBING  
RONALD BOLDEN,  
ELECTRICAL ENGINEER  
JEREMIAH PHILLIPS, CIVIL ENGINEER

# DEKALB COUNTY 3C REGION RENOVATIONS

MULTIPLE LOCATIONS, DEKALB COUNTY, GA



Cooper Carry worked with the DeKalb County School District to renovate the following schools as part of the Sub-Region 3C of DeKalb County's Capital Renewal Program:

- Allgood Elementary School
- Hambrick Elementary School
- Stone Mountain Elementary School
- Stone Mill Elementary School

These projects were performed as summer renovations and intended to overlap with the school year.

The scope of work encompassed a wide range of Infrastructure upgrades, ADA renovations, and capital Investments. They involved upgrades to the electrical distribution, lighting, and HVAC systems. Many of them were complete re-roofs of the entire buildings performed over the school year in coordination

with the facilities. They also included gutting and renovating facility restrooms and extensive site work for ADA accessibility.

#### RELEVANCE

- System upgrades for multiple schools
- DeKalb County School District project

#### FIRM'S RESPONSIBILITY

ARCHITECTURE

#### OWNER

JOSEPH FRITZGERALD  
FORMER PROJECT MANGER  
DEKALB COUNTY SCHOOL DISTRICT  
1780 MONTREAL RD  
TUCKER, GA 30084  
678-676-1353  
C09271210@DEKALBSCHOOLS.GA.ORG

#### USER REPRESENTATIVE

DR. WILLIAM J. CARTER, PRINCIPAL  
ALLGOOD ELEMENTARY SCHOOL  
659 ALLGOOD ROAD  
STONE MOUNTAIN, GA 30083  
P: 678-676-5102

#### COMPLETION DATE

ALLGOOD: AUG 2016  
HAMBRICK: AUG 2016  
STONE MOUNTAIN: MAR 2017  
STONE MILL: SEPT 2016

#### PROJECT SIZE

ALLGOOD: 63,989 SF  
HAMBRICK: 72,000 SF  
STONE MOUNTAIN: 72,000 SF  
STONE MILL: 72,000 SF

#### CONSTRUCTION COST

\$4,745,015

#### PROJECT STATUS

COMPLETE

#### KEY PROFESSIONALS

SOPHIA TARKHAN,  
PROJECT MANAGER  
JEREMIAH PHILLIPS, CIVIL ENGINEER



# DCSD GROUP A FIRE SPRINKLER INSTALLATION

MULTIPLE LOCATIONS, DEKALB COUNTY, GA



The DCSD (DeKalb County School District) Group A Fire Sprinkler Installation included four schools:

- Columbia High School
- Dunalre Elementary School
- International Student Center
- Wadsworth Magnet School

Cooper Carry provided design services to install a new fire suppression system in each school. Since the proposed scope impacts the ceiling, the entire ceiling and grid were on the agenda to be replaced.

The scope also included upgrading the fluorescent light fixtures to energy-efficient LED fixtures.

## RELEVANCE

- System upgrades and improvements
- DeKalb County School District (DCSD) project
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE  
INTERIOR DESIGN

## OWNER

ATIBA NUNNALLY  
DEKALB COUNTY SCHOOL DISTRICT  
P. 678-676-1555  
F. 678-676-1469  
ATIBA\_NUNNALLY@  
DEKALBSCHOOLS.GA.ORG

## USER REPRESENTATIVE

LEDRA JEMISON, PRINCIPAL  
WADSWORTH MAGNET SCHOOL  
P: 678-874-2402  
LEDRA\_JEMISON@  
DEKALBSCHOOLS.GA.ORG

## COMPLETION DATE

N/A (SEE PROJECT STATUS BELOW)

## PROJECT SIZE

COLUMBIA HS: 210,234 SF  
DUNAIRE ES: 67,401 SF  
INTL STUDENT CENTER: 76,778 SF  
WADSWORTH MAGNET: 52,388 SF

## CONSTRUCTION COST

\$6,958,886 (ESTIMATED  
FOR ALL SCHOOLS)

## PROJECT STATUS

PROJECT COMPLETED TO  
CONSTRUCTION DOCUMENT  
PHASE, PROJECT CANCELED.

## KEY PROFESSIONALS

SOPHIA TARKHAN, PRINCIPAL  
BRIAN MITCHELL, PROJECT  
MANAGER / PROJECT ARCHITECT  
JOIANA HOOKS, DESIGNER  
THOM WILLE, MECHANICAL/PLUMBING  
RONALD BOLDEN,  
ELECTRICAL ENGINEER  
JEREMIAH PHILLIPS, CIVIL ENGINEER

# WEST CLAYTON ELEMENTARY SCHOOL RENOVATIONS

COLLEGE PARK, GA

BEFORE (EXISTING)



AFTER (RENDERINGS)



Cooper Carry is currently providing design services for the renovation and exterior building and site upgrades to the existing West Clayton Elementary School in the Clayton County School District. The goal of the project is to provide a fresh and welcoming approach to the school. To achieve this, the team designed a new canopy with LED light fixtures, new façade materials, window replacement and relocation, graphics, and secured outdoor seating.

The building's exterior improvements entailed re-roofing, window replacement, and upgrading the light fixtures with LED fixtures. Interior improvements include renovating the administration area and the gym as well as replacing flooring as needed throughout the building.

## RELEVANCE

- System upgrades for an elementary school
- Renovations and improvements to school's systems and accessibility
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
EXPERIENTIAL GRAPHIC DESIGN

## OWNER

CHRISTY CRAWFORD  
CLAYTON COUNTY PUBLIC SCHOOLS  
1087 BATTLE CREEK RD  
P: 770-473-2825 X160117  
F: 470-254-1238  
CHRISTY.CRAWFORD@CLAYTON.K12.GA.US

## USER REPRESENTATIVE

ROCHELLE HARRIS, PRINCIPAL  
WEST CLAYTON ELEMENTARY SCHOOL  
5580 RIVERDALE ROAD  
COLLEGE PARK, GA 30349  
P: 770-994-4005  
ROCHELLE.HARRIS@CLAYTON.K12.GA.US

## COMPLETION DATE

SEPTEMBER 2024

## PROJECT SIZE

66,159 SF RENOVATION

## CONSTRUCTION COST

\$5,000,000 (ESTIMATED)

## PROJECT STATUS

SCHEMATIC DESIGN

## KEY PROFESSIONALS

SOPHIA TARKHAN,  
PRINCIPAL IN CHARGE  
BRIAN MITCHELL, ARCHITECT  
TAUREAN MERRIWEATHER, DESIGNER  
JEREMIAH PHILLIPS, CIVIL ENGINEER  
MAC WILLETT, STRUCTURAL ENGINEER

# CHURCH STREET ELEMENTARY SCHOOL RENOVATIONS

ATLANTA, GA

BEFORE (EXISTING)



AFTER (RENDERINGS)



Cooper Carry is currently providing design services for the renovation and exterior building, site, interior, and system upgrades to the existing Church Street Elementary School in the Clayton County School District. Tasked with adding curb appeal, our team designed a new canopy with LED light fixtures, window replacement, and landscaping. These renovations aim to achieve a playful and light-hearted approach to the school, creating more comfortable and inclusive spaces.

The system upgrades include:

- Replacing the HVAC system throughout the building
- Electrical upgrades
- New clock/intercom system
- Replacing the fire alarm system
- Renovating IT equipment rooms

The exterior upgrades include:

- Replacing windows
- Replacing exterior doors and door hardware
- Re-roofing the building

Interior renovations include:

- Replacing ceilings
- Replacing light fixtures with LED fixtures
- Renovating Pre-K and kindergarten classrooms
- Renovating teacher's lounge
- Staff and student restroom renovations
- Renovating the kitchen
- Improving site storm drainage
- Flooring replacement and painting

## RELEVANCE

- System upgrades for an elementary school
- Renovations and improvements to school's systems and accessibility
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE  
INTERIOR DESIGN  
LANDSCAPE ARCHITECTURE

## OWNER

CHRISTY CRAWFORD  
CLAYTON COUNTY PUBLIC SCHOOLS  
1087 BATTLE CREEK RD  
P: 770-473-2825 X160117  
F: 470-254-1238  
CHRISTY.CRAWFORD@CLAYTON,K12.GA.US

## USER REPRESENTATIVE

MONICA GOREE, PRINCIPAL  
CHURCH STREET  
ELEMENTARY SCHOOL  
7013 CHURCH STREET  
RIVERDALE, GA 30274  
P: 770-994-4000  
MONICA.GOREE@CLAYTON,K12.GA.US

## COMPLETION DATE

JUNE 2025 (ESTIMATED)

## PROJECT SIZE

79,913 SF RENOVATION

## CONSTRUCTION COST

\$26,000,000 (ESTIMATED)

## PROJECT STATUS

SCHEMATIC DESIGN

## KEY PROFESSIONALS

SOPHIA TARKHAN,  
PRINCIPAL IN CHARGE  
TAUREAN MERRIWEATHER, DESIGNER  
JEREMIAH PHILLIPS, CIVIL ENGINEER  
MAC WILLETT, STRUCTURAL ENGINEER

# STANTON ELEMENTARY SCHOOL ADDITION & RENOVATIONS

ATLANTA, GA



F.L. Stanton Elementary School is a 400-student school in Atlanta's Mozley Park neighborhood. The school consists of multiple buildings that vary in age of construction, from 1928 to 1998. Cooper Carry is providing architectural services for the renovation and addition of the school while maintaining the historical character of the building.

The current entrance has a dumpster and loading dock adjacent to it. The addition of a secured entry vestibule and courtyard will provide a new, clearly designated point of arrival and mitigate safety concerns.

The often-congested drive to the entry and loading dock will be improved with a new bus loop and canopy as well as ADA parking. The kitchen, loading dock, and dumpster will be relocated to a back-of-house location. The cafeteria will be

moved closer to the playground to help facilitate recess after lunch.

The addition of a STEM lab and a multi-purpose drama and band room will enhance the school's programming. Renovation work also includes upgrading the existing interior spaces, replacing the roof, upgrading the HVAC system, installing sprinkler systems, replacing windows, and repairing existing exterior items.

## RELEVANCE

- System upgrades for an elementary school
- Renovations and improvements to school's systems and accessibility
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE  
INTERIOR DESIGN  
LANDSCAPE ARCHITECTURE  
HISTORIC PRESERVATION

## OWNER

JERE J. SMITH  
ATLANTA PUBLIC SCHOOLS  
130 TRINITY AVE SW  
ATLANTA, GA 30303  
P: 404-802-3736  
F: 404-827-8423  
JERSMITH@ATLANTA.K12.GA.US

## USER REPRESENTATIVE

DANNY GUTLAY, PROJECT MANAGER  
1631 LA FRANCE ST NE,  
ATLANTA, GA 30307  
P: 404-827-8575  
DGUTLAY@ATLANTA.K12.GA.US

## COMPLETION DATE

JULY 2024 (ESTIMATED)

## PROJECT SIZE

2,000 SF ADDITION  
59,000 SF RENOVATION

## CONSTRUCTION COST

\$17.8 MILLION (ESTIMATED)

## PROJECT STATUS

CONSTRUCTION ADMIN

## KEY PROFESSIONALS

SOPHIA TARKHAN, PRINCIPAL  
JOIANA HOOKS, DESIGNER  
JEREMIAH PHILLIPS, CIVIL ENGINEER

# BARACK & MICHELLE OBAMA ACADEMY RENOVATIONS & ADDITION

ATLANTA, GA



Barack and Michelle Obama Academy (BAMO) is a pre-k to 5th-grade school in the heart of the Peoplestown community. Cooper Carry was tasked with designing approximately 8,000 square feet (SF) of additions, including a new gymnasium and media center, as well as renovating all classrooms, administrative areas, cafeteria, and auditorium.

As an Arts Integrated School, BAMO's education program is structured around the performing arts to teach each subject, such as English, Math, and Science. The overall layout of the school was reconfigured to respond to this pedagogy. We designed an arts platform on the main level around a collaboration commons, where students can engage in performance practice,

cross-classroom activities, or break-out sessions. We also reconfigured the lobby and adjacent courtyard to work as a performance area.

BAMO serves a vulnerable community, and separate support centers provide tailored assistance to adults as well as students. A new façade and canopy were added to enhance the curb appeal and welcome students and parents to this new educational experience.

## RELEVANCE

- System upgrades for an elementary school
- Renovations and improvements to school's systems and accessibility
- Same experienced project team

## FIRM'S RESPONSIBILITY

ARCHITECTURE  
INTERIOR DESIGN  
EXPERIENTIAL GRAPHICS  
LANDSCAPE ARCHITECTURE

## OWNER

JERE J. SMITH  
ATLANTA PUBLIC SCHOOLS  
130 TRINITY AVE SW  
ATLANTA, GA 30303  
P: 404-802-3736  
F: 404-827-8423  
JERSMITH@ATLANTA.K12.GA.US

## USER REPRESENTATIVE

ROBIN CHRISTIAN, PRINCIPAL  
BARACK & MICHELLE  
OBAMA ACADEMY  
P: 404-802-4200  
ROBIN.CHRISTIAN@ATLANTA.K12.GA.US

## COMPLETION DATE

MAY 2020

## PROJECT SIZE

75,646 SF RENOVATION  
8,000 SF ADDITION

## CONSTRUCTION COST

\$10,900,000

## PROJECT STATUS

COMPLETE

## KEY PROFESSIONALS

SOPHIA TARKHAN,  
PROJECT MANAGER  
RONALD BOLDEN,  
ELECTRICAL ENGINEER  
JEREMIAH PHILLIPS, CIVIL ENGINEER  
MAC WILLETT, STRUCTURAL  
ENGINEER

## 5.1.2 PROJECT STAFF

**5.1.2.1 Organization Chart:** Develop an organization chart as it relates to the Project indicating key personnel, their relationship, and all consultants to be used on this project.

Please find our organization chart on the right.

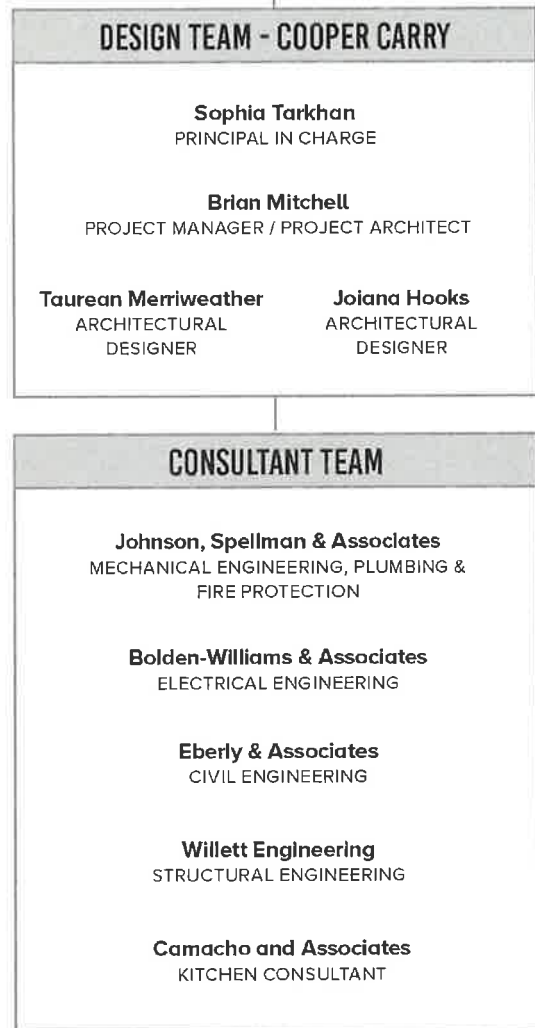
**5.1.2.2** The firm shall name the actual staff to be assigned to this Project, describe their ability, and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the intent that the proposed staff shall be assigned to this Project unless otherwise approved by Owner. The staff shall be present at the time of interview.

**Sophia Tarkhan, AIA, LEED AP | Principal in Charge**

Sophia is Principal of the K-12 Studio at Cooper Carry, bringing over 30 years of experience. As Principal In Charge, she will be involved with each phase of the design and construction phase services. Her experience includes project management, project coordination, team leadership, and client relations on significant projects in the education design field. Sophia will be responsible for overseeing the production of complete, well-coordinated information and documentation. Sophia is ready and available to start immediately.

**Brian Mitchell | Project Manager/Project Architect**

Brian is an experienced architect in Cooper Carry's K-12 Studio. He will serve as Project Manager/Project Architect for your projects and will ensure quality design and construction detailed documents, which includes the day-to-day coordination of all engineering disciplines with the architectural systems and space requirements. He has a full understanding of the coordination effort required to produce accurate, thorough documentation. Brian will lead the design process and continue through construction documents, construction administration, and final punch. He is ready and available to start immediately.



**Jolana Hooks | Architectural Designer**

Jolana joined Cooper Carry in 2021 with a strong affinity for the natural world and architectural design experience. She brings experience working with DCSD and other school districts for renovation projects. Jolana will serve as Architectural Designer on one of the two projects for this solicitation. She will work closely with the project team and DCSD to coordinate the design effort, prepare design and construction documents, and ensure construction administration is a smooth and seamless process.

**Taurean Merriweather | Architectural Designer**

Taurean is an architectural designer in Cooper Carry's K-12 Studio and brings a strong focus on using his design skills to preserve buildings and provide a positive influence in the built environment. He brings experience in renovation projects, including those focused on HVAC and Dedicated Outdoor Air Systems (DOAS). As Architectural Designer, Taurean will be assigned to work on one of the two projects. He will work closely with the project team and DCSD to coordinate the design effort, prepare design and construction documents, and ensure construction administration is a smooth and seamless process.

**Thom Wille, PE, LEED AP | Mechanical & Plumbing Principal**

Thom will lead the mechanical and plumbing design team, providing leadership and expertise to enable effective project communication and coordination between other trades and ensuring compliance with the project deliverable schedule and quality control. He will be responsible for managing the mechanical design team, preparing design documents as well as quality control and project coordination between disciplines. With over 35 years' experience as a mechanical engineer, Thom has worked on many Georgia K-12 projects, including multiple DCSD projects.

**Ronald Bolden, PE | Electrical Engineer**

Ron will be responsible for the electrical design team, providing leadership and expertise to enable effective project communication and coordination between other trades and ensuring compliance with the project deliverable schedule and quality control. As the lead electrical engineer, he will be responsible for managing

the electrical design team, preparing design documents, and overseeing quality control and project coordination between disciplines. With over 50 years of experience as an electrical engineer, Ronald has had the opportunity to work on many Georgia K-12 projects entailing new construction, additions, and renovations, including DCSD projects such as Redan HS, Stone Mountain MS, DeKalb School of the Arts, and McNair Elementary School.

**Jeremiah Phillips | Civil Engineer**

As Partner at Eberly & Associates, Jeremiah has the primary responsibility for the delivery of civil engineering solutions to clients, performs and oversees design work, and provides quality reviews of designs, reports, written opinions, and other documents. Jeremiah is responsible for continuous follow-up on client relations, maintaining personal contact with clients throughout the project, and following project completion.

**J. Mac Willett | Structural Engineer**

Mac from Willett Engineering will serve as the structural consultant and will be responsible for directing his staff to design structural systems and produce construction documents for this project. His responsibilities include selecting structural systems, design calculations, code review, and developing project specifications. During the project's construction phase, he will oversee the shop drawing review and assist with resolving construction issues, if any.

**James C. Camacho, FCSI, CSI | Kitchen Consultant**

James will provide Kitchen Design consulting. He will be involved from Schematic Design through Construction Administration. During Camacho's design development phase, they will meet with the client and review the approved program. At this point, budget is set to ensure compliance. At this stage, they begin to add more detail to the drawing with regard to the actual equipment sizes and locations. All the while, they are in constant communication and coordination with other team members. After further review and approval by the client, they will identify the required equipment, develop equipment schedules with power loads, special building construction details, an outline specification, and an updated estimated equipment cost.

## SOPHIA TARKHAN, AIA, LEED AP

PRINCIPAL IN CHARGE

### K-12 EDUCATION EXPERIENCE

Laurel Ridge Elementary School Major Building Systems Replacement, DeKalb County, Decatur, GA (Principal in Charge). Cost: \$9.33 million estimated. Size: 66,120 SF. Also served as Principal In Charge for Woodridge, Chesnut, and Druid Hills projects.

DeKalb County 3C Region Renovations (Project Manager). Cost: \$4,745,015 (for all schools). Size: Allgood 64,000 SF, Hambrick 72,000 SF, Stonemill 72,000 SF.

West Clayton Elementary School Renovations, Clayton County, College Park, GA (Principal in Charge). Cost: \$5 million estimated. Size: 66,159 SF.

Church Street Elementary School Renovations, Clayton County, Atlanta, GA (Principal in Charge). Cost: \$26 million. Size: 79,913 SF

Stanton Elementary School, Atlanta Public Schools, Atlanta, GA (Principal in Charge). Cost: \$17.8 million; Size: 2,000 SF Addition & 59,000 SF Renovation

Barack & Michelle Obama Academy Renovations & Addition, Atlanta Public Schools, Atlanta, GA (Project Manager). Cost: \$10.9 million. Size: 75,646 SF Renovation, 8,000 SF Addition

Harper Archer Elementary School, Atlanta Public Schools, Atlanta, GA (Project Manager). Cost: \$10.7 million. Size: 208,050 SF



YEARS WITH FIRM: 10  
YEARS WITH OTHER FIRMS: 11

### PRINCIPAL

#### EDUCATION

MASTER OF ARCHITECTURE & MS  
IN BUILDING CONSTRUCTION,  
UNIVERSITY OF FLORIDA, 2001  
BACHELOR OF ARCHITECTURE,  
UNIVERSITY OF FLORIDA, 1991

#### REGISTERED ARCHITECT

GEORGIA #RA011763

## BRIAN MITCHELL

PROJECT MANAGER/PROJECT ARCHITECT

### K-12 EDUCATION EXPERIENCE

Laurel Ridge Elementary School Major Building Systems Replacement, DeKalb County, Decatur, GA (Project Manager/Architect). Cost: \$9.33 million estimated. Size: 66,120 SF.

Woodridge Elementary School Major Building Systems Replacement, DeKalb County, Stone Mountain, GA (Project Manager/Architect). Cost: \$8.21 million estimated. Size: 58,418 SF.

Chesnut Elementary School Major Building Systems Replacement, DeKalb County, Dunwoody, GA (Project Manager/Architect). Cost: \$703 million estimated. Size: 50,757 SF.

Druid Hills Middle School Major Building Systems Replacement, DeKalb County, Decatur, GA (Project Manager/Architect). Cost: \$1.56 million estimated. Size: 63,989 SF.

DCSD Group A Fire Sprinkler Installation, DeKalb County, GA (Project Architect). Cost: N/A. Size: Columbia HS 210,234 SF, Dunaire ES 67,401 SF, International Student Center 76,778 SF and Wadsworth Magnet School 52,388 SF.

DCSD Group B Fire Sprinkler Installation, DeKalb County, GA (Project Architect). Cost: N/A. Size: Allgood ES 72,288 SF, Brockett ES 60,272 SF, Evansdale ES 59,476 SF, Kittredge Magnet 47,808 SF, Margaret Harris Comprehensive School 44,566 SF, Stone Mill ES 71,721 SF, Stone Mountain ES 65,647 SF.

Woodstock High School Addition, Cherokee County, Woodstock, GA, (Project Manager/Architect). Cost \$16.3 million estimated. Size: 40,000 SF.



YEARS WITH FIRM: 1  
YEARS WITH OTHER FIRMS: 20

### PROJECT ARCHITECT

#### EDUCATION

BACHELOR OF ARCHITECTURE,  
SOUTHERN POLYTECHNIC STATE  
UNIVERSITY (NOW KENNESAW  
STATE UNIVERSITY)

#### REGISTERED ARCHITECT

GEORGIA #RA013751

# JOIANA HOOKS

ARCHITECTURAL DESIGNER

## K-12 EDUCATION EXPERIENCE

Laurel Ridge Elementary School Major Building Systems Replacement, DeKalb County, Decatur, GA (Designer). Cost: \$9.33 million estimated. Size: 66,120 SF.

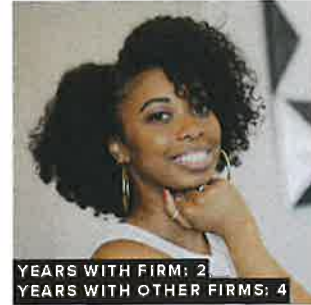
Woodridge Elementary School Major Building Systems Replacement, DeKalb County, Stone Mountain, GA (Designer). Cost: \$8.21 million estimated. Size: 58,418 SF.

Chesnut Elementary School Major Building Systems Replacement, DeKalb County, Dunwoody, GA (Designer). Cost: \$7.03 million estimated. Size: 50,757 SF.

Druid Hills Middle School Major Building Systems Replacement, DeKalb County, Decatur, GA (Designer). Cost: \$1.56 million estimated. Size: 63,989 SF.

DCSD Group A Fire Sprinkler Installation, DeKalb County, GA (Designer). Cost: N/A. Size: Columbia HS 210,234 SF, Dunalre ES 67,401 SF, International Student Center 76,778 SF and Wadsworth Magnet School 52,388 SF.

Stanton Elementary School, Atlanta Public Schools, Atlanta, GA (Designer). Cost: \$17.8 million; Size: 2,000 SF Addition & 59,000 SF Renovation.



YEARS WITH FIRM: 2  
YEARS WITH OTHER FIRMS: 4

## K-12 DESIGNER

### EDUCATION

MS IN RESEARCH PRACTICES,  
UNIVERSITY OF MINNESOTA, 2021  
MASTER OF ARCHITECTURE,  
HAMPTON UNIVERSITY, 2018

### ACCREDITATIONS

FITWEL AMBASSADOR  
HEALTHY MATERIALS & SUSTAINABLE  
BUILDING ADVOCATE

# TAUREAN MERRIWEATHER

ARCHITECTURAL DESIGNER

## K-12 EDUCATION EXPERIENCE

Druid Hills Middle School Major Building Systems Replacement, DeKalb County, Decatur, GA (Designer). Cost: \$1.56 million estimated. Size: 63,989 SF.

DCSD Group B Fire Sprinkler Installation, DeKalb County, GA (Designer). Cost: N/A. Size: Allgood ES 72,288 SF, Brockett ES 60,272 SF, Evansdale ES 59,476 SF, Kiltredge Magnet School 47,808 SF, Margaret Harris Comprehensive School 44,566 SF, Stone Mill ES 71,721 SF, Stone Mountain ES 65,647 SF.

West Clayton Elementary School Renovations, Clayton County, College Park, GA (Designer). Cost: \$5 million estimated. Size: 66,159 SF.

Church Street Elementary School Renovations, Clayton County, Atlanta, GA (Designer). Cost: \$26 million. Size: 79,913 SF.

Pebblebrook High School Additions & Renovations, Cobb County, Mableton, GA (Designer). Cost: \$49.5 million; Size: 227,214 GSF.

The Galloway School Campus Master Plan & Renovations, Atlanta, GA. Cost: \$27 million. Size: TBD.



YEARS WITH FIRM: 2  
YEARS WITH OTHER FIRMS: 3

## K-12 DESIGNER

### EDUCATION

MASTER OF HISTORIC PRESERVATION,  
UNIVERSITY OF FLORIDA, 2018  
BACHELOR OF ARCHITECTURE,  
TUSKEGEE UNIVERSITY, 2016

### ACCREDITATIONS

FITWEL AMBASSADOR

## THOM WILLE, PE, LEED AP

MECHANICAL ENGINEERING & PLUMBING LEAD

### K-12 EDUCATION EXPERIENCE WITH COOPER CARRY

Laurel Ridge Elementary School Major Building Systems Replacement, DeKalb County, Decatur, GA. Cost: \$9.33 million estimated. Size: 66,120 SF.

Woodridge Elementary School Major Building Systems Replacement, DeKalb County, Stone Mountain, GA. Cost: \$8.21 million estimated. Size: 58,418 SF.

Chesnut Elementary School Major Building Systems Replacement, DeKalb County, Dunwoody, GA. Cost: \$7.03 million estimated. Size: 50,757 SF.

Druid Hills Middle School Major Building Systems Replacement, DeKalb County, Decatur, GA. Cost: \$1.56 million estimated. Size: 63,989 SF.

DCSD Group A Fire Sprinkler Installation, DeKalb County, GA. Cost: N/A. Size: Columbia HS 210,234 SF, Dunaire ES 67,401 SF, International Student Center 76,778 SF and Wadsworth Magnet School 52,388 SF.

DCSD Group B Fire Sprinkler Installation, DeKalb County, GA. Cost: N/A. Size: Allgood ES 72,288 SF, Brackett ES 60,272 SF, Evansdale ES 59,476 SF, Kittredge Magnet School 47,808 SF, Margaret Harris Comprehensive School 44,566 SF, Stone Mill ES 71,721 SF, Stone Mountain ES 65,647 SF.

\* Served as Mechanical Engineering & Plumbing Lead on all projects.

## RONALD BOLDEN, PD

ELECTRICAL ENGINEERING PRINCIPAL

### K-12 EDUCATION EXPERIENCE WITH COOPER CARRY \*

Laurel Ridge Elementary School Major Building Systems Replacement, DeKalb County, Decatur, GA. Cost: \$9.33 million estimated. Size: 66,120 SF.

Woodridge Elementary School Major Building Systems Replacement, DeKalb County, Stone Mountain, GA. Cost: \$8.21 million estimated. Size: 58,418 SF.

Chesnut Elementary School Major Building Systems Replacement, DeKalb County, Dunwoody, GA. Cost: \$7.03 million estimated. Size: 50,757 SF.

Druid Hills Middle School Major Building Systems Replacement, DeKalb County, Decatur, GA. Cost: \$1.56 million estimated. Size: 63,989 SF.

DCSD Group A Fire Sprinkler Installation, DeKalb County, GA. Cost: N/A. Size: Columbia HS 210,234 SF, Dunaire ES 67,401 SF, International Student Center 76,778 SF and Wadsworth Magnet School 52,388 SF.

DCSD Group B Fire Sprinkler Installation, DeKalb County, GA. Cost: N/A. Size: Allgood ES 72,288 SF, Brackett ES 60,272 SF, Evansdale ES 59,476 SF, Kittredge Magnet School 47,808 SF, Margaret Harris Comprehensive School 44,566 SF, Stone Mill ES 71,721 SF, Stone Mountain ES 65,647 SF.

Barack & Michelle Obama Academy Renovations & Addition, Atlanta Public Schools, Atlanta, GA (Project Manager). Cost: \$10.9 million. Size: 75,646 SF Renovation, 8,000 SF Addition

\* Served as Electrical Engineering Principal on all projects.



### PRINCIPAL, JSA

#### EDUCATION

MS IN MECHANICAL ENGINEERING,  
RENSSELAER POLYTECHNIC  
INSTITUTE, 1994

BS IN MARINE ENGINEERING &  
MARINE TRANSPORTATION, US  
MERCHANT MARINE ACADEMY, 1987

#### REGISTERED PROFESSIONAL ENGINEER

GEORGIA #PE025868



### PRINCIPAL, BOLDEN-WILLIAMS

#### EDUCATION

BS IN ELECTRICAL ENGINEERING,  
GEORGIA TECH, 1958

#### REGISTERED PROFESSIONAL ENGINEER

GEORGIA #PE005575 & 5 OTHER STATES

#### ASSOCIATIONS

GEORGIA CONSULTING  
ENGINEERS COUNCIL  
ILLUMINATING ENGINEERING SOCIETY

5.1.2.3 BRIEF RESUMES: SUB-CONSULTANTS



**JEREMIAH PHILLIPS,  
PE, LEED AP**

CIVIL ENGINEERING PRINCIPAL  
EBERLY & ASSOCIATES

**EDUCATION**

BS IN CIVIL ENGINEERING, SOUTHERN  
POLYTECHNIC STATE UNIVERSITY, 2004

**REGISTERED PROFESSIONAL ENGINEER**

GEORGIA #PE039087

**K-12 EDUCATION EXPERIENCE  
WITH COOPER CARRY**

- Laurel Ridge Elementary School Major Building Systems Replacement, DeKalb County, Decatur, GA. Cost: \$9.33 million estimated. Size: 66,120 SF.
- Woodridge Elementary School Major Building Systems Replacement, DeKalb County, Stone Mountain, GA. Cost: \$8.21 million estimated. Size: 58,418 SF.
- Chesnut Elementary School Major Building Systems Replacement, DeKalb County, Dunwoody, GA. Cost: \$7.03 million estimated. Size: 50,757 SF.
- Druid Hills Middle School Major Building Systems Replacement, DeKalb County, Decatur, GA. Cost: \$1.56 million estimated. Size: 63,989 SF.
- DCSD Group A Fire Sprinkler Installation, DeKalb County, GA. Cost: N/A. Size: Columbia HS 210,234 SF, Dunaire ES 67,401 SF, International Student Center 76,778 SF and Wadsworth Magnet School 52,388 SF.
- Stanton Elementary School, Atlanta Public Schools, Atlanta, GA. Cost: \$17.8 million; Size: 2,000 SF Addition & 59,000 SF Renovation.

\* Served as Civil Engineering  
Principal on all projects.



**J. MAC WILLETT, PE, SE**

STRUCTURAL ENGINEERING PRINCIPAL  
WILLETT ENGINEERING

**EDUCATION**

BS IN CIVIL ENGINEERING, SOUTHERN  
COLLEGE OF TECHNOLOGY, 1975

**ACCREDITATIONS**

REGISTERED PROFESSIONAL  
ENGINEER: GEORGIA #PE014160  
& 17 OTHER STATES

**K-12 EDUCATION EXPERIENCE  
WITH COOPER CARRY**

- Barack & Michelle Obama Academy (with Cooper Carry), Atlanta, GA, \$11 million, 83,646 SF
- Midtown High School (with Cooper Carry), Atlanta, GA, \$34 million, 402,238 SF
- Landmark Christian School (with Cooper Carry), Fairburn, GA, \$11 million, 46,070 SF
- Haiper Archer Elementary School (with Cooper Carry), Atlanta, GA, \$10.7 million, 209,000 SF
- Fulton Science Academy, Alpharetta, GA, \$12 million, 66,000 SF
- Hightower Trail Middle School, Marietta, GA, \$2.3 million (size unknown)
- King Springs Elementary School, Smyrna, GA, \$1.8 million, 59,900 SF
- Roswell North Elementary School, Roswell, GA, \$5.7 million, 125,551 SF
- Dacula Elementary School (with Cooper Carry), Dacula, GA, \$6.7 million, 74,800 SF

\* Served as Structural Engineering  
Principal on all projects



**JAMES CAMACHO, FCSI, CSI**

KITCHEN CONSULTING PRINCIPAL  
CAMACHO

**EDUCATION**

BUSINESS, DEKALB COLLEGE, 1979

**ASSOCIATIONS**

- FOODSERVICE CONSULTANTS SOCIETY INTERNATIONAL (FCSI)
- CONSTRUCTIONS SPECIFICATION INSTITUTE (CSI)
- AMERICAN INSTITUTE OF ARCHITECTS, AIA GA. ALLIED MEMBER
- GEORGIA SCHOOL FOOD SERVICE ASSOCIATION

**K-12 EDUCATION EXPERIENCE  
WITH COOPER CARRY**

- Stanton Elementary School, Atlanta Public Schools, est. equipment cost \$587K; 2,079 SF
- The Galloway School Campus Master Plan & Renovations, Atlanta, GA, Cost and size TBD.
- Herman J. Russell West End Academy, APS, \$21.9 million total; 35,000 SF Addition, 123,000 SF Renovation
- Innovation Academy, Alpharetta, GA, est. equipment cost \$725K; 4,012 SF
- Global Impact Academy, Fairburn, GA, est. equipment cost: \$876K; 4,041 SF
- Elite Scholars Academy, Clayton County Public Schools, Jonesboro, GA, est. equipment cost \$429K; 2,777 SF

\* Served as Kitchen Consulting  
Principal on all projects

## 5.1.3 WORKLOAD

5.1.3.1 Firms and their sub-consultant(s) shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, and dollars committed on open project workload.

PROJECT	OWNER	CONSTRUCTION PHASE (% COMPLETE)	ANTICIPATED COMPLETION (YEAR)	DOLLARS COMMITTED
<b>COOPER CARRY</b>				
Pebblebrook High School Additions & Renovations	Cobb County School District	Construction Administration (CA)	2022	\$84,836
Houston County Schools Competition Pool	Houston County Board of Education	CA	2023	\$10,466
Forest Park Middle School	Clayton County Public Schools	Construction Documents (CD)	2024	\$882,545
Laurel Ridge Elementary School Major Bldg Systems Replacement	DeKalb County School District	CA	2024	\$64,648
Woodridge Elementary School Major Bldg Systems Replacement	DeKalb County School District	CA	2024	\$64,882
Druid Hills Middle School Major Bldg Systems Replacement	DeKalb County School District	CA	2024	\$23,654
Chesnut Elementary School Major Bldg Systems Replacement	DeKalb County School District	CA	2024	\$54,471
Stanton Elementary School	Atlanta Public Schools	Schematic Design (SD)	2024	\$328,000
Cross Keys High School Additions & Renovations	DeKalb County School District	SD	2025	\$2,840,445
Woodstock High School	Cherokee County School District	CA	2024	\$352,800
Chambers High School	Cherokee County School District	SD	2025	\$2,610,000
Galloway School Campus Master Plan & Academic Building	The Galloway School	SD	2025	\$914,610
West Clayton Elementary School Renovations	Clayton County Public Schools	SD	2025	\$210,000
Church Street Elementary School Renovations	Clayton County Public Schools	SD	2025	\$420,000
<b>JOHNSON, SPELLMAN &amp; ASSOCIATES (JSA)</b>				
Spark Hall Ph 3 Renovation	Georgia State University	Construction	2023	\$13,500
Daniell Middle School HVAC & Controls Upgrade	Cobb County Schools	Construction	2023	\$335,000
Energy Efficiency & Infrastructure Upgrades	Atlanta Metropolitan State College	Construction	2024	\$153,000
Ford Elementary School Generator Replacement	Cobb County Schools	Design	2024	\$2,700
Panola Way Elementary School HVAC Upgrades	DeKalb County School District (DCSD)	Design	2024	\$65,000

**WORKLOAD CONTINUED**

Bob Mathis ES HVAC Upgrades	DCSD	Design	2024	\$53,000
Woodridge ES HVAC Upgrades	DCSD	Design	2024	\$58,000
Dickerson Middle School Classroom Addition	Cobb County Schools	Design	2024	\$18,800
Dodgen Middle School Classroom Modifications	Cobb County Schools	Design	2024	\$25,000
Haygood Hall DOAS Addition	Oxford College of Emory University	Design	2024	\$26,400
Toor Lab Renovation	Georgia Institute of Technology	Design	2024	\$8,000
Design Services - Gainesville, GA	CarMax Fuel Station	Design	2024	\$15,000
Fire Sprinkler Upgrades for more 12 schools	DCSD	Design	2025	\$12,000 each
Graduate Living Center Boiler Replacement	Georgia Institute of Technology	Design	2025	\$60,000
Learning Commons	Whitefield Academy	Design	2025	\$75,000
Cross Keys High School Renovation	DCSD	Design	TBD	\$50,000
<b>BOLDEN-WILLIAMS &amp; ASSOCIATES</b>				
Fayetteville ES Addition	Fayette County Schools	40% Construction	2023	\$75,000
Kedron ES Addition	Fayette County Schools	10% Construction	2023	\$10,000
Northwest Transportation	Atlanta Public Schools	20% Construction	2023	\$18,000
Woodridge Elementary School	DeKalb County Schools	10% Construction	2023	\$34,200
Laurel Ridge Elementary School	DeKalb County Schools	10% Construction	2023	\$35,500
Columbia High School	DeKalb County Schools	10% Construction	2023	\$39,000
International Student Center	DeKalb County Schools	10% Construction	2023	\$16,300
Conley Elementary School	Fulton County Schools	10% Construction	2024	\$76,000
South Cobb High School Gymnasium	Cobb County Schools	20% Construction	2024	\$80,000
DeKalb School Lighting Upgrades	DeKalb County Schools	100% Design	2024	\$250,000
FCSS North Maintenance	Fulton County Schools	100% Design	2024	\$30,000
North Springs High School	Fulton County Schools	30% Design	2025	\$275,000
UGA Greenhouses	University of Georgia	50% Design	2024	\$80,000
Heritage Elementary School	Fulton County Schools	100% Design	2024	\$68,000
GA Tech Lab Updates	Georgia Tech	50% Design	2025	\$50,000
Townes Elementary School	Atlanta Public Schools	10% Design	2025	\$65,000
Forest Park Middle School	Clayton County Public Schools	CA	July 2025	\$39,500.00
Woodstock High School Addition	Cherokee County School District	Construction Documents	July 2025	\$12,400.00

**WORKLOAD CONTINUED**

Stanton Elementary School	Atlanta Public Schools	CA	August 2024	\$13,400.00
Peace Preparatory Academy New Campus	Peace Preparatory Academy	Permitting	TBD	\$3,000.00
Arbor Montessori School	Arbor Montessori School	Construction Docs / Permitting	July 2025	\$38,900.00
<b>WILLETT ENGINEERING</b>				
Crescent Corners Mixed-Use Development	K.A. Oldham Design	90% CDs	January 2024	\$145,000
Upson-Lee School Improvements	MSSA-PBK	50% CDs	December 2023	\$72,000
Cherokee High School	MSSA-PBK	70% CA	August 2024	\$266,000
Tift County Middle School	MSSA-PBK	100% CDs	June 2024	\$96,000
Trilith Live Stage	Nelson Worldwide	80% CA	December 2023	\$270,000
Hancock County Classroom Addition	SRJ	50% CDs	May 2024	\$9,000
Brownstown Elementary School Gym	TowerPinkster	75% CDs	December 2024	\$24,000
<b>CAMACHO ASSOCIATES</b>				
Grant County Justice Complex	Grant County	95% DD	June 2025	\$27,200
Lovejoy High School	Clayton County School District	80% CD	March 2025	\$22,000
Jackson Elementary School	Atlanta Public Schools	100% CD	February 2025	\$21,500
Bonnie Briar Country Club		50% CD	May 2025	\$3,500
Element Tribute Marriott Hotel		50% DD	August 2025	\$25,375

**5.1.4 EQUITABLE DISTRIBUTION**

Cooper Carry understands that in an effort to consider the equitable distribution of work, the Committee will evaluate data showing dollar amounts of contracts and projects awarded by DCSD to the submitting firms.

**5.1.5 DESIGN FEE**

5.1.5.1 Indicate your proposed Design Fee for the Services and Work as required by the Proposal Documents and the Owner's Agreement. Use Owner's Design Fee Form (Attachment C) included in this Request for Qualifications.

Please see Attachment C submitted on the lonwave portal.

5.1.5.2 Indicate any breakdown of the proposed Design Fee as required by the attached form.

Please see Attachment C submitted on the lonwave portal.

5.1.5.3 Acknowledge receipt of addendum, if any.

Cooper Carry acknowledges that we have received and reviewed the following addenda:

- Addendum #1 issued on January 8, 2024
- Addendum #2 posted on January 12, 2024
- Addendum #3 posted on January 24, 2024

## 5.1.6 REFERENCES

5.1.6.1 The firm shall submit a minimum of three (3) written recommendations from previous owners and discuss their strategy to provide a positive working relationship with DCSD. This strategy must include actual examples of how the firm has demonstrated their cooperation with other Owners. DCSD reserves the option of contacting any of the references provided to confirm information provided.

See the following pages for three written recommendation letters.

### STRATEGY FOR WORKING WITH DCSD

We know that your administrators and staff have experience and history that will be essential to the success of the project as we work with you to orchestrate a successful project. We take seriously our responsibilities to you and the direction you provide for us to serve the District and assist you in protecting the public trust. Whether we are working with the Executive Director, Project Manager, parent, or teacher, we provide the same personalized client-focused service because we know each and every person within your organization and the people it serves have an important role in supporting your schools.

### EXAMPLE OF COOPERATION WITH OWNERS

We view ourselves as expert advisors who analyze the needs, programs, budgets, and all other parameters, and then orchestrate quality alternative solutions through the collective expertise of the design team. Cooper Carry will build on the strengths and experiences of all team members to deliver a successful project, and importantly,

we view district staff and administrators as part of the team. We will quickly identify critical considerations imposed by the program, budget, life safety regulations, government regulations, and site conditions.

As an example of how we will collaboratively work with you, we will initiate work sessions to clearly identify your goals for the project. To address technical aspects of the project, these meetings with your facilities staff allow us to review the District's standards for materials, systems, and details. We will first learn your needs, goals and expectations, conduct research, and share a menu of options with associated costs. Together, we will discuss the pros and cons in relation to capital, life cycle, and future maintenance costs. We will work to build consensus, and once achieved, we will prepare the Preliminary Consultation/Examination Report for approval.

Moving through the design phases, we will conduct page-turning meetings at the SD, DD, and CD phases of the project to ensure your staff agrees with the completeness and appropriateness of the drawings, details, and specifications so there are no surprises at the end.

In our extensive experience working with school administrators, district staff, and our consulting engineers, we have learned that working collaboratively fosters a sense of ownership for all team members. This in turn translates into accountability and then success. We believe the following reference letters attest to our collaborative approach to working with the schools and DCSD.





FACILITIES SERVICES  
1631 LAFRANCE STREET  
ATLANTA, GEORGIA 30307

DANNY GUTLAY  
(404) 802-3721  
FAX (404) 802-3899  
dgutlay@atlanta.k12.ga.us

November 5, 2020

To Whom It May Concern:

I am a Senior Project Manager and Owner's Representative for Atlanta Public Schools and have worked with Cooper Carry for many years on multiple projects with various levels of complexity. Projects include:

- North Atlanta High School: a high profile nationally recognized \$90M 'LEED Silver' adaptive re-use project that won numerous awards and national attention. This project, due to its size, complexity and replacement of a beloved school could not have been successfully accomplished by many firms. It required the team to carefully lead administrators and the community while building consensus and value for the District. The complexity of converting an 11-story office building into a high school cannot be understated as it required extensive knowledge of specific construction knowledge, educational design expertise and the ability to handle a very large project that had never been done before.
- Brown Middle School: Included demolition and replacement of a significant addition to the back of a beautiful and historic 1920's building. This effort required a skilled approach to historic preservation that would meet the needs of the District as well as the community. Their design which was derived from numerous meetings with the community and administrators won the hearts of the neighborhood, the Principal and Administrators as it brought new life to a struggling school.
- Harper Archer Elementary School: This conversion from an old 1960's high school to a new elementary school is a testament to their ability to solve difficult problems as the budget was far short of what was needed to accomplish the task. Cooper Carry worked carefully with Administrators to assess the needs of the elementary school that are far different from that of a high school. Their efforts involved forensic research on the building's HVAC/Electrical system as well as bringing up the facility to meet current life safety and ADA needs. They attended multiple meetings with the Community, the Principal and Administrators and did it in a way that helped everyone to work together as one team. Through their experience, they made suggestions, provided options with various costs and helped us to make important decisions that would best use the funds available.

RFQU NO. 24-752-017 | 27



- Grady High School: Cooper Carry worked closely with APS to strategically place a significant addition adjacent to an historic building on a site next to Piedmont Park in a very active community. As many members of the community had concerns about losing green space on the campus and how the addition would affect the feel of Grady, Cooper Carry was tasked with not only solving the academic needs of the school with the Principal, but also the conservation needs of the neighborhood. Cooper Carry carefully reviewed the entire existing school in order to reorganize and rework as little as necessary in a way that would solve academic needs in an efficient manner while minimizing cost. A great deal of knowledge was required to replace aging roofs and HVAC/Electrical systems. As well, extensive experience was needed to address masonry repair, update lighting and finishes and create a new entrance to the school. As the scope required so many various components, Cooper Carry prepared detailed budget scenarios with a menu of costs that enabled administrators to understand the priorities of the school, select options and get us the most bang for the buck.

It's clear that Cooper Carry was hired for these unique and difficult projects not only because of their reputation as being 'Thought Leaders' in K-12 Design, but also because of their proven ability to solve complicated problems while working closely with us on behalf of our community. Each member of their team through the many projects has worked seamlessly with our leadership, staff and parents in a manner that has been highly effective bringing everyone together. That being said, their positive 'get it done' attitude has been infectious with our team and lead each project to very successful results with lasting value. I whole heartedly endorse Cooper Carry as one of the finest design firms I have had the pleasure to team with.

Sincerely,

*Danny G. Gutlay*

Danny G. Gutlay  
Senior Project Manager, Owner's Representative  
Atlanta Public Schools - Facilities



## Clayton County Public Schools Construction Department

218 Stockbridge Road Jonesboro, Georgia 30236 (770)473-2825 Fax: (770)473-2648 www.clayton.k12.ga.us

October 20, 2017

To Whom It May Concern:

Cooper Carry has provided design and construction contract administration services for the Clayton County School System since 2015. These services were provided for the following projects:

- Elite Scholars Academy, 128,000 SF New Construction
- Jonesboro High School, 220,000 SF Renovation & Modification
- North Clayton Middle School, 126,000 SF Renovation

Clayton County Public Schools will bid in excess of \$70,000,000 in construction value. Cooper Carry has performed admirably with respect to design quality, construction document completeness, resourcefulness and responsiveness to our concerns for schedule and budget. By understanding our needs and concerns Cooper Carry has exceeded our expectations to meet these objectives.

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

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

Sincerely,

Ronick Joseph  
Director of Construction



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

August 3, 2020

Bob Just, AIA, LEED AP  
Cooper Carry Inc  
Atlanta Office  
191 Peachtree St NE  
Atlanta, GA 30303

Dear Cooper Carry Team:

I wanted to take a moment to thank the Cooper Carry Team for a job well done on our new Innovation Academy (North STEM High School). We hired Cooper Carry because of their reputation as 'Education Thought Leaders' and the ability to solve complex design problems particularly with a focus on career preparation and STEM related modalities.

From the beginning, starting with the early workshops with students, parents, staff, administrators and business leaders to the final design, Cooper Carry was alongside us in a way that enabled everyone to understand the vision for the new school. During the entire design process, FCS, the city and the community were all so engaged which is a testament to Cooper Carry's ability to build consensus among so many parties. In doing so, Cooper Carry created dynamic architecture of lasting value for the school, FCS and the community. We are thrilled with the final design that matches and supports the forward and innovative approach to education.

Today, we are near completion of the Innovation Academy project, both the building and campus are so beautiful and the project came in under budget. Cooper Carry did such an extraordinary and phenomenal job.

Sincerely,

David Knotts, Executive Director  
Capital Improvements

Administrative Center • 6201 Powers Ferry Road NW Atlanta, Georgia 30339 • 470.254-3500 • [www.fultonschools.org](http://www.fultonschools.org)

**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.**

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

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

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Architect/Engineer and its officers and employees have not entered into any agreement with any other Architect/Engineer or prospective Architect/Engineer or with any other person, firm or corporation relating to any prices or other terms named in this RFQu or any other RFQu, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFQu.

Name of Architect/Engineer: Cooper Carry, Inc.  
Signature: *Soph Tarkhan* Printed Name: Sophia Tarkhan, AIA, LEED AP  
Title: Principal Date: January 31, 2024

Sworn to and subscribed before me this 31<sup>st</sup> day of January, 2024.

Notary Public: *Rose M Pollion* My commission expires: 4/4/2027



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

**ATTACHMENT B1: CORPORATE CERTIFICATE**

---

STATE OF Georgia  
COUNTY OF Fulton

I, Brent Amos, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Sophia Tarkhan, AIA, LEED AP who signed said proposal on behalf of the offeror was then Principal of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of Georgia.



[signature]

Brent Amos, AIA, LEED AP

[typed name]

Subscribed and sworn to  
before me this 1st day of  
February, 2024.

(SEAL)

Rose M Pollion  
Notary Public

My Commission Expires:  
4/14/2027



**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,

Cooper Carry, Inc.  
*[legal name of Architect]*  
  
191 Peachtree Street, NE, Suite 2400  
  
Atlanta, Georgia 30303  
*[address of Architect]*  
  
404-240-9594  
*[telephone number of Architect]*  
  
sophiatarkhan@coopercarry.com  
*[email address of Architect]*

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Continuing Contract Form for Professional Services between the DeKalb County Board of Education and the Architect; (Appendix I and the Owner's standard forms and other documents included in the Request for Qualifications and any Addenda thereto for **DCSD Project Nos. N/A Architectural/Engineering Services** proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner in the exact form provided in the Request for Qualifications and to perform the Design Services and Work in conformance with the Contract Documents, in the time stated therein, for the Contract Price set forth below, and submits the following proposed compensations and fees and other matters set forth below:

- a. Please provide the hourly rates as required in Section 4.2. of the Agreement (Appendix I) in the following manner are indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>276</u> per hour
Director:	\$ <u>264</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>236</u> per hour
Project Architect:	\$ <u>216</u> per hour
Project Manager:	\$ <u>216</u> per hour
Project Coordinator:	\$ <u>180</u> per hour
Interior Designer:	\$ <u>180</u> per hour
Project Captain:	\$ <u>152</u> per hour
Technical Staff:	\$ <u>120</u> per hour
Contract Administrator:	\$ <u>120</u> per hour
Clerical:	\$ <u>100</u> per hour

Estimator:	\$ <u>236</u> per hour
Scheduler:	\$ <u>236</u> per hour
Designer:	\$ <u>236</u> per hour
CADD:	\$ <u>150</u> per hour
Civil Engineer	\$ <u>275</u> per hour
Junior Civil Engineer	\$ <u>216</u> per hour
Civil Draftsman	\$ <u>150</u> per hour
Structural Engineer	\$ <u>275</u> per hour
Junior Structural Engineer	\$ <u>216</u> per hour
Structural Draftsman	\$ <u>150</u> per hour
Mechanical Engineer	\$ <u>275</u> per hour
Junior Mechanical Engineer	\$ <u>216</u> per hour
Mechanical Draftsman	\$ <u>150</u> per hour
Electrical Engineer	\$ <u>275</u> per hour
Junior Electrical Engineer	\$ <u>216</u> per hour
Electrical Draftsman	\$ <u>150</u> per hour
Fire Protection Engineer	\$ <u>275</u> per hour
Junior Fire Protection Engineer	\$ <u>216</u> per hour
Fire Protection Draftsman	\$ <u>150</u> per hour
FF&E Coordinator	\$ <u>150</u> per hour
Others as appropriate	\$ _____ 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>
Sophia Tarkhan	Principal
Brian Mitchell	Project Manager / Project Architect
Joiana Hooks	Architectural Designer
Taurean Merriweather	Architectural Designer
Thom Wille	Mechanical / Electrical / Plumbing
Ronald Bolden	Electrical Engineer
Jeremiah Phillips	Civil Engineer
J. Mac Willett	Structural Engineer
James Camacho	Kitchen Consultant

Civil:	<u>Eberly &amp; Associates</u>
Structural:	<u>Willett Engineering</u>
Mechanical:	<u>Johnson, Spellman &amp; Associates</u>
Plumbing:	<u>Johnson, Spellman &amp; Associates</u>
Electrical:	<u>Bolden-Williams</u>
Kitchen Consultant:	<u>Camacho Associates</u>

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:  
[insert the number and date of each Addendum; if none, insert "None"]  
1 - 1/8/2024; 2 - 1/12/2024; 3 - 1/24/2024
- 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,

Cooper Carry, Inc.

*[typed name of Architect]*

By:  [seal]  
*[signature]*

Sophia Tarkhan, AIA, LEED AP

*[typed name and title]*

191 Peachtree Street, NE, Suite 2400

*[address of Architect]*

( 404 ) 237-2000

*[business telephone number]*

January 31, 2024

*[date of execution]*

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

N/A

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 5 of 5

**(For Joint Venture Proposals)**

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

Respectfully submitted \_\_\_\_\_,  
[typed name of Joint Venture]

By: \_\_\_\_\_  
[typed name of Joint Venture partner]

By: \_\_\_\_\_ [seal]  
[signature]

\_\_\_\_\_  
[typed name and title]

\_\_\_\_\_  
[address of Joint Venture partner]

(\_\_\_\_\_) \_\_\_\_\_  
[business telephone number]

\_\_\_\_\_  
[date of execution]

By: \_\_\_\_\_  
[typed name of Joint Venture partner]

By: \_\_\_\_\_ [seal]  
[signature]

\_\_\_\_\_  
[typed name and title]

\_\_\_\_\_  
[address of Joint Venture partner]

(\_\_\_\_\_) \_\_\_\_\_  
[business telephone number]

\_\_\_\_\_  
[date of execution]

**ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF Georgia

COUNTY OF Fulton

COMES NOW, Cooper Carry, Inc. ("Offeror"),  
*[Name of Offeror]*

appearing by and through Sophia Tarkhan, AIA, LEED AP, its Principal  
*[insert name of individual with authority to bind Offeror]* *[title]*

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

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

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education **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 31 day of January, 2024

Cooper Carry, Inc.  
[insert name of Offeror]

and

Sophia Tarkhan, AIA, LEED AP  
[insert name of Individual And Representative Affiant]

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

Principal  
[insert title]

Individual Affiants' signatures and names:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

Sworn to and subscribed before me this 31<sup>st</sup> day of January, 2024.

Notary Public: [Signature] My commission expires: 4/1/2027

(SEAL)





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: \_\_\_\_\_

*Soph. Tarkhan*

Printed Name: \_\_\_\_\_

Sophia Tarkhan, AIA, LEED AP

Firm Name: \_\_\_\_\_

Cooper Carry, Inc.

Date: \_\_\_\_\_

January 31, 2024

Sworn to and described before me this 31 day of January 2024

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

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

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

N/A

Notary Public – State of \_\_\_\_\_

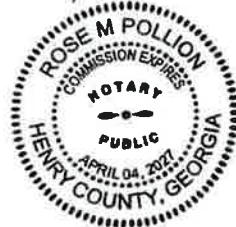
Georgia

My Commission Expires \_\_\_\_\_

4/4/2027

Affix Notary Seal Here: \_\_\_\_\_

*Rose M. Pollion*



**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 31 day of January, 2024.

Cooper Carry, Inc.

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

By: 

Printed name: Sophia Tarkhan, AIA, LEED AP

Printed Title: Principal

## ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

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

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

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

(a) ST (**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***

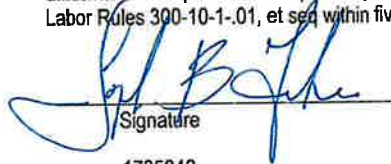
(c) \_\_\_\_\_ (**Initial here**) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) ST (**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) ST (**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) ST (*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

January 31, 2024

Date

1735842

September 2021

EEV/Basic Pilot Program  
User Identification Number

Date of Authorization

Firm Name: Cooper Carry, Inc.

Street/Mailing Address: 191 Peachtree St. NE, Suite 2400

City, State, Zip Code: Atlanta, Georgia 30303

Telephone Number: 404-237-2000

Email Address: sophiatarkhan@coopercarry.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

31<sup>st</sup> DAY OF January, 2024

  
Notary Public

My Commission Expires: 4/4/2027



# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**313 West Tower**

**2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**COOPER CARRY, INC.**

a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 25147641  
Date Inc/Auth/Filed: 07/10/1961  
Jurisdiction : Georgia  
Print Date : 04/27/2023  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



COOPCAR-02

TBENSON

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/29/2023

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

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

PRODUCER <b>Ames &amp; Gough</b> 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>(703) 827-2277</b>	FAX (A/C, No): <b>(703) 827-2279</b>
	E-MAIL ADDRESS: <b>admin@amesgough.com</b>	
INSURED  <b>Cooper Carry, Inc.</b> 191 Peachtree Street NE, Suite 2400 Atlanta, GA 30303	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Valley Forge Insurance Company A(XV)</b>	<b>20508</b>
	INSURER B : <b>Continental Casualty Company (CNA) A, XV</b>	<b>20443</b>
	INSURER C : <b>Continental Insurance Company A(XV)</b>	<b>35289</b>
	INSURER D : <b>American Casualty Co of Reading, PA A(XV)</b>	<b>20427</b>
	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.

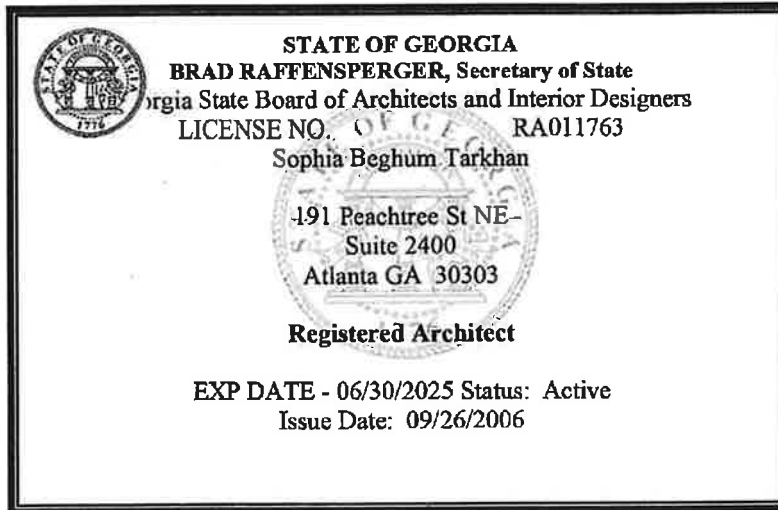
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		2095995051	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	2095995079	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	2095995065	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	2095995082	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.		AEH008213446	7/1/2023	7/1/2024	Per Claim 2,000,000
B	Professional Liab.		AEH008213446	7/1/2023	7/1/2024	Aggregate 4,000,000

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

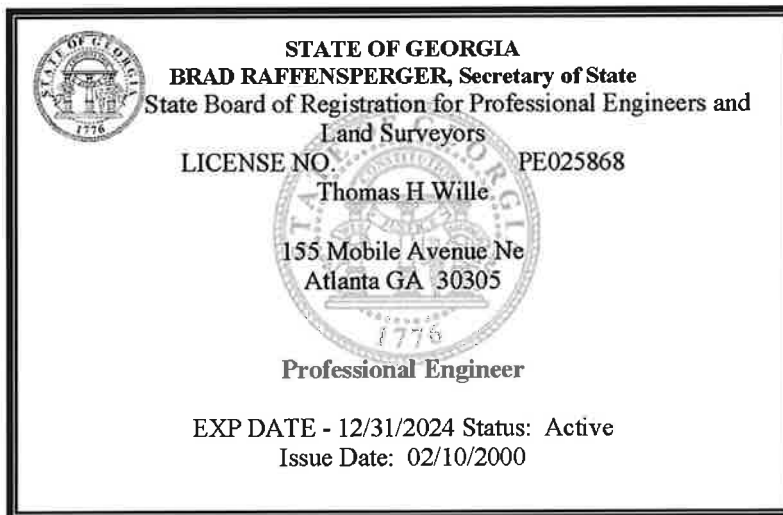
CERTIFICATE HOLDER  EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# PROFESSIONAL LICENSES

Sophia Tarkhan, Principal in Charge, Cooper Carry




Thom Wille, Mechanical & Plumbing Engineering Lead, Johnson, Spellman & Associates



**PROFESSIONAL LICENSES, CONTINUED**

Ronald Bolden, Electrical Engineering Principal, Bolden-Williams & Associates



 **STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
State Board of Registration for Professional Engineers and  
Land Surveyors  
LICENSE NO. PE005575  
Ronald L Bolden  
3066 Hwy 29 South  
Lawrenceville GA 30044  
**Professional Engineer**  
EXP DATE - 12/31/2024 Status: Active  
Issue Date: 06/14/1965

Jeremiah Phillips, Civil Engineering Principal, Eberly & Associates



 **STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
State Board of Registration for Professional Engineers and  
Land Surveyors  
LICENSE NO. PE039087  
Jeremiah Cason Phillips  
171 Hays Pond Road  
Mansfield GA 30055  
**Professional Engineer**  
EXP DATE - 12/31/2024 Status: Active  
Issue Date: 07/31/2014

**PROFESSIONAL LICENSES, CONTINUED**

J. Mac Willett, Structural Engineering Principal, Willett Engineering





**CITY OF ATLANTA**  
55 Trinity Avenue SW

**PROFESSIONAL LICENSE CERTIFICATE**  
VALID ONLY WHEN OCCUPATION  
REGISTRATION TAX REQUIREMENTS ARE PAID

**Issued To:** Sophia Tarkhan  
**Mailing Address:** No address listed under the contact  
**License Number:** PROF-011214-2023  
**Issued Date:** 7/26/2023  
**Expiration Date:** 12/31/2023

**License Type:** Professional  
**Classification:** Architect  
**Fees Paid:** \$400.00

2023

*Mohamed Balla*

Mohamed Balla, Chief Financial Officer

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



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia State Board of Architects and Interior Designers  
**LICENSE NO. RA011763**

Sophia Beghum Tarkhan

191 Peachtree St NE  
Suite 2400  
Atlanta GA 30303

**Registered Architect**

**EXP DATE - 06/30/2025 Status: Active**  
**Issue Date: 09/26/2006**

**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 \$ TBD, which is composed of:

**State Capital Outlay Funds** in the amount of \$ TBD, and

**Required Local Funds** in the amount of \$ TBD, and

**Additional Required Local Funds** in the amount of \$ TBD.

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.

2Comprehensive 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.

iii. 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** TBD, 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]

7.11.24  
[Date of Execution]

ARCHITECT:

COOPER CARRY, INC.

By:   
[Signature]

Sophia Tarkhan  
[Printed Name]

Cooper Carry, Principal  
[Title]

191 Peachtree Street NE Suite 2400

Atlanta, GA 30303  
[Printed Address]

June 10, 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.

1735842  
EEV/Basic Pilot Program User Identification Number

09/2021  
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.

Cooper Carry, Inc.  
Company Name / Contractor Name

\_\_\_\_\_  
Date

*Soph B Tarkhan*  
BY: Signature of Authorized Officer or Agent

06/10/2024  
Date

Principal  
Title of Authorized Officer or Agent of Contractor

Sophia B. Tarkhan  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
18 DAY OF June, 2024  
*Carol Alexander*  
Notary Public  
My Commission Expires: July 5, 2025



**EXHIBIT "J"**

**SUBCONTRACTOR AFFIDAVIT**

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with Cooper Carry Architects (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

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

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

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

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

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


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

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

311503  
EEV/Basic Pilot Program User Identification Number

8/25/2011  
Date of Authorization

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

  
BY: Signature of Authorized Officer or Agent  
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

06/06/2024  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
10<sup>th</sup> DAY OF June  
Arlethia R. Carter  
Notary Public  
My Commission Expires: March 27, 2028



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 COOPER CARRY, INC. (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.

194291  
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.

[Signature]  
BY: Signature of Authorized Officer or Agent

6/6/2024  
Date

WILBERT ENGINEERING COMPANY, INC.  
(Subcontractor Company Name)

PRESIDENT  
Title of Authorized Officer or Agent of Subcontractor

BRANDON HOFFMAN  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6 DAY OF June, 2024  
Jennifer Wold  
Notary Public  
My Commission Expires: 31/03/2027



**EXHIBIT "J"**

**SUBCONTRACTOR AFFIDAVIT**

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with Cooper Carry (*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.

268510 10/29/2009  
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.

*[Signature]* 06/06/2024  
BY: Signature of Authorized Officer or Agent Date

Johnson, Spellman & Associates, Inc.  
(Subcontractor Company Name)

Principal  
Title of Authorized Officer or Agent of Subcontractor

Michael L. Wernz, PE  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6TH DAY OF JUNE, 2024  
*[Signature]*  
Notary Public  
My Commission Expires: April 12, 2025



**EXHIBIT "J"**

**SUBCONTRACTOR AFFIDAVIT**

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with Cooper Carry (*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.

126247 October, 2010  
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.

Jeff Williams June 4, 2024  
BY: Signature of Authorized Officer or Agent Date

Bolden-Williams & Associates, Inc.  
(Subcontractor Company Name)

Principal  
Title of Authorized Officer or Agent of Subcontractor

Jeff Williams  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
4<sup>th</sup> DAY OF June, 2024  
Judith Ann Bolam  
Notary Public  
My Commission Expires: 9/16/2026



**EXHIBIT "J"**

**SUBCONTRACTOR AFFIDAVIT**

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with Cooper Carry, Inc. (*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.

154511  
EEV/Basic Pilot Program User Identification Number

2013/02/13  
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.

[Signature]  
BY: Signature of Authorized Officer or Agent

2024/06/10  
Date

CAMACHO ASSOCIATES, INC  
(Subcontractor Company Name)

PRESIDENT  
Title of Authorized Officer or Agent of Subcontractor

JAMES C. CAMACHO  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
10th DAY OF June, 2024  
Bhagita K. Rowe  
Notary Public  
My Commission Expires: 11/27/2025

