

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

**Design  
Professional:** Sy Richards, Architect Inc.

**Design  
Professional Address:** 301 E. Church Street

Monroe, GA 30144

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

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## **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 Sy Richards, Architect, Inc., authorized to do business in the State of Georgia, whose business address is 301 E. Church Street, Monroe, GA 30655 (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 Ken Thrasher, RA as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Contract. For each Work Authorization, DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, DESIGN PROFESSIONAL acknowledges that the Principal in Charge and Representative(s)

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

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

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

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

## **ARTICLE 2**

### **OWNER'S RESPONSIBILITIES**

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

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

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

### **ARTICLE 3**

#### **SCHEDULE**

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

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

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

## ARTICLE 4

### **COMPENSATION**

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

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

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

## **ARTICLE 5**

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

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

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

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

## **ARTICLE 6**

### **MAINTENANCE OF RECORDS**

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

## **ARTICLE 7**

### **INDEMNITY**

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

## **ARTICLE 8**

### **ERRORS AND OMISSIONS INSURANCE**

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

## **ARTICLE 9**

### **OTHER INSURANCE**

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

## **ARTICLE 10**

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

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

## **ARTICLE 11**

### **WAIVER OF CLAIMS**

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

## **ARTICLE 12**

### **TERMINATION OR SUSPENSION**

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

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

### **ARTICLE 13**

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

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

### **ARTICLE 14**

#### **CONFLICT OF INTEREST**

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

## **ARTICLE 15**

### **APPLICABLE LAW**

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

## **ARTICLE 16**

### **SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 17**

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

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

## **ARTICLE 18**

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

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

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

## **ARTICLE 19**

### **ASBESTOS STATEMENT**

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

## **ARTICLE 20**

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

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

## **ARTICLE 21**

### **ENTIRE AGREEMENT**

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

## **ARTICLE 22**

### **MODIFICATION**

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

## **ARTICLE 23**

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

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

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

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

**Sy Richards, Architect, Inc.  
P. O. Box 585  
Monroe, GA 30655**

**ATTENTION: Ken Thrasher, RA**

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

#### **ARTICLE 24**

##### **MISCELLANEOUS**

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

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

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

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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 

[Signature]

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

By: 

[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

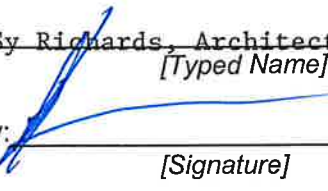
11/13/24

[Date of Execution]

  
Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

Sy Richards, Architect Inc.  
[Typed Name]

By: 

[Signature]

Ken Thrasher, President  
[Printed Name, Title]

301 E. Church Street, P.O. Box 585

Monroe, Georgia 30655  
[Printed Address]

May 21, 2024

[Date of Execution]

**EXHIBIT "A"**

**LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT**

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

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

**B. Professional Architectural and Engineering Services**

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

**C. Professional Architectural and Engineering Services**

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

**D. Professional Architectural and Engineering Services**

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

**E. Professional Architectural and Engineering Services**

Revised Appendix D Design Guidelines (54 Pages)

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

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

Addendum No. 3 Dated January 24, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

RFC No. 1 (2 Pages)

## **EXHIBIT "B"**

### **WORK AUTHORIZATION FORM**

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

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

#### **PROJECT NAME AND NUMBER**

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

#### **SCOPE OF SERVICES**

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

#### **SCHEDULE**

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

#### **COMPENSATION**

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

**EXHIBIT "C"**

**STAFFING SCHEDULE**

| <b><u>Name</u></b>       | <b><u>Function</u></b>             |
|--------------------------|------------------------------------|
| Ken Thrasher             | Principal-in-Charge                |
| Patrick Comeau           | Senior Project Architect           |
| Corina Lee               | Senior Designer                    |
| Kimberly Nicholson       | Contract Administrator             |
| Civil:                   | Breedlove Land Planning            |
| Structural:              | Willett Engineering, Inc.          |
| Plumbing and Mechanical: | Matheson Ball & Associates, Inc.   |
| Electrical:              | Bolden-Williams & Associates, Inc. |

## 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

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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,

Sy Richards, Architect Inc.

*[legal name of Architect]*

PO Box 585

301 E. Church Street

Monroe, Georgia 30655

*[address of Architect]*

404-633-2677

*[telephone number of Architect]*

ken\_thrasher@compuserve.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):

| <u>Title/Position</u>                  | <u>Hourly Rate</u>     |
|----------------------------------------|------------------------|
| Principal:                             | \$ <u>250</u> per hour |
| Director:                              | \$ _____ per hour      |
| Sr. Project Architect/Project Manager: | \$ <u>210</u> per hour |
| Project Architect:                     | \$ <u>190</u> per hour |
| Project Manager:                       | \$ <u>150</u> per hour |
| Project Coordinator:                   | \$ _____ per hour      |
| Interior Designer:                     | \$ <u>115</u> per hour |
| Project Captain:                       | \$ _____ per hour      |
| Technical Staff:                       | \$ <u>115</u> per hour |
| Contract Administrator:                | \$ <u>90</u> per hour  |
| Clerical:                              | \$ <u>80</u> per hour  |

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

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|                                 |                        |
|---------------------------------|------------------------|
| Estimator:                      | \$ _____ per hour      |
| Scheduler:                      | \$ _____ per hour      |
| Designer:                       | \$ _____ per hour      |
| CADD:                           | \$ <u>100</u> per hour |
| Civil Engineer                  | \$ <u>190</u> per hour |
| Junior Civil Engineer           | \$ <u>150</u> per hour |
| Civil Draftsman                 | \$ <u>105</u> per hour |
| Structural Engineer             | \$ <u>140</u> per hour |
| Junior Structural Engineer      | \$ <u>120</u> per hour |
| Structural Draftsman            | \$ <u>90</u> per hour  |
| Mechanical Engineer             | \$ <u>190</u> per hour |
| Junior Mechanical Engineer      | \$ <u>150</u> per hour |
| Mechanical Draftsman            | \$ <u>105</u> per hour |
| Electrical Engineer             | \$ <u>140</u> per hour |
| Junior Electrical Engineer      | \$ <u>120</u> per hour |
| Electrical Draftsman            | \$ <u>90</u> per hour  |
| Fire Protection Engineer        | \$ <u>190</u> per hour |
| Junior Fire Protection Engineer | \$ <u>150</u> per hour |
| Fire Protection Draftsman       | \$ <u>105</u> per hour |
| FF&E Coordinator                | \$ _____ 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>                         |
|---------------------|--------------------------------|-----------------------------------------|
| <u>Architect:</u>   | Ken Thrasher                   | Principal / Architect of Record         |
|                     | Patrick Comeau                 | Senior Project Architect                |
|                     | Corina Lee                     | Senior Designer / Project Manager       |
|                     | Kimberly Nicholson             | Technical Staff/ Contract Administrator |
| <u>Consultants:</u> |                                |                                         |
| Civil:              | <b>Breedlove Land Planning</b> |                                         |
|                     | Matt Tanner                    | Principal / Civil Engineer              |
|                     | Gary Caraway                   | Civil Engineer                          |
|                     |                                |                                         |
| Structural:         | <b>Willett Engineering</b>     |                                         |
|                     | Brandon Hoffman                | Principal / Structural Engineer         |

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

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Mechanical  
& Plumbing:

**Matheson-Ball & Associates, Inc.**

Gregg Cox

Principal - Eng. of Record

R. Scott Brown

Principal - Mechanical Engineer

Michael Kicher

Principal -Plumbing Engineer

**Bolden-Williams & Associates, Inc.**

Electrical:

Jeff Williams

Principal - Electrical

Ron Bolden

Principal - Electrical Engineer

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

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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,

Sy Richards, Architect Inc.

[typed name of Architect]

By: [signature] [seal]

[signature]

Ken Thrasher, President

[typed name and title]

PO Box 585, 301 E. Church Street,  
Monroe, Georgia 30655

[address of Architect]

( 404 ) 663-2677

[business telephone number]

01/30/24

[date of execution]

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

## EXHIBIT "E"

### OTHER INSURANCE

1.1 The DESIGN PROFESSIONAL shall maintain the following other insurance at all times this Contract is in effect and for a period of six (6) years after Final Completion of the Project. The DESIGN PROFESSIONAL shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Contract. Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

1.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

1.1.2 Comprehensive Commercial General Liability ("CGL") including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$2,000,000, which shall apply on a per-project basis;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000.

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

1.1.4 Professional Liability (Errors and Omissions); as per Article 8 of the Contract.

1.1.5 Excess/Umbrella Liability Insurance with limits of at least \$5,000,000 per occurrence and in the aggregate which shall provide excess coverage above all insurance described in this Section 1.1.

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

1.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in subparagraphs 1.1.2, 1.1.3 and 1.1.5 and shall be indicated as such on certificates of insurance required herein.

1.2.1 With respect to CGL Insurance only, all CGL insurance policies shall contain additional insured endorsements forms CG 20 10 11 85, CG 20 10 10 01, CG 20 37 10 01, or their substantial equivalents, so that the policies provide additional insured coverage for (a) both ongoing and completed operations; and (b) liability "arising out of" DESIGN PROFESSIONAL's work.

1.2.2 Each certificate shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until thirty (30) days after the Owner has received written notice evidenced by return receipt of registered letter.

1.2.3 Each primary and excess/umbrella CGL and Automobile Liability insurance policy required to be maintained by the DESIGN PROFESSIONAL and any of its subcontractors or subconsultants shall be primary to and non-contributory with any insurance carried by the Owner and DeKalb County School District, such that no primary, excess or umbrella insurance carried by the Owner or DeKalb County School District shall be required to respond to any claim, suit or demand, if at all, until all applicable primary and excess/umbrella CGL and Automobile Liability insurance policies maintained by the DESIGN PROFESSIONAL and any of its subcontractors and subconsultants have been exhausted.

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

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

**EXHIBIT "F"**

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

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

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

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

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

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

or

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

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

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

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

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

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

**EXHIBIT "G"**

**DESIGN PROFESSIONAL PROPOSAL**

Sy Richards, *Architect Inc.*



Request for Qualifications  
No. 24-752-017

Professional Architectural & Engineering  
Design Services for Continuing Contract for  
Architectural and Engineering Services

Presented to  
**DeKalb County School District  
Operations Division**

February 1, 2024

Submitted by:  
Sy Richards, *Architect Inc.*  
P.O. Box 585  
301 E. Church Street  
Monroe, GA 30655  
phone: 404-633-2677  
fax: 404-325-1509

Sy Richards, Architect Inc.

P.O. Box 585  
301 E. Church Street  
Monroe, GA 30655

February 1, 2024

**Ms. Belinda Quillet, CPPB**  
Senior Procurement Manager  
DeKalb County School District  
Sam A Moss Center  
1780 Montreal Road  
Tucker, GA 30084

Subject: Request for Qualifications #24-752-017  
**Professional Architectural & Engineering Design Services for Continuing Contract for Architectural and Engineering Services.**

Dear Ms. Quillet:

It is with great pleasure that we present the following Qualifications to you on behalf of DeKalb County School District. **Sy Richards, Architect Inc.** has been focused on providing superior customer service through our designs and delivery of K-12 educational facilities for the last fifty four years. We are incredibly proud that we have been afforded the trust and have been continually working in DeKalb County for the entirety of our firm's existence. We bring expert knowledge for delivering attractive, easily maintained, and highly efficient designs for those buildings and grounds. We take pride in providing detailed architectural services, instilling an easy to work with approach and a dedication to cost-effective, sustainable building solutions that ensure ease of operation and maintenance. We have a proven record of providing services of similar scope to meet a varied and demanding criteria for DeKalb County School District and completing our projects within budget, if not under budget.

We acknowledge Addenda #1, #2 & #3 issued for this proposal. **Sy Richards, Architect Inc.** takes no exceptions to this proposal.

Our customer service and attention to detail separate us from others in the field. Our team is always available for ensuring compliance with standards, addressing and managing any concerns on site, and delivering exceptional contract and budget management to ensure deadlines and expenses are met and controlled. We take great pride in all your projects and are enthusiastic about the prospect of continuing to work with DeKalb County School District. On the following pages you will find information about our company, project team, and experience that we will leverage to deliver the best possible solutions for your budget.

Sincerely,

**Sy Richards, Architect Inc.**

Ken Thrasher  
President

Phone: (404) 633-2677

Fax: (404) 325-1509

email: ken\_thrasher@compuserve.com

• 2 •

4.1 Letter of Introduction and Interest

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| Other Requirements:                                                |    |
| Certificates of Insurance                                          |    |
| Copy of Valid Business License                                     |    |
| Confidential Financial Information                                 |    |
| Professional Licenses—Prime and Subconsultants                     |    |
| Georgia Secretary of State Certificate of Incorporation            |    |

## 4.3 Compliance Information

### 4.3.1 Firm Certification

#### 4.3.1.1 Legal Name of Entity.

Sy Richards, Architect Inc. is the legal name of the corporation.

4.3.1.2 Copy of Certification (State of Georgia) for Incorporation. Please see copy provided as part of the required forms under separate upload.

### 4.3.2 Licensing

#### 4.3.2.1 Georgia Professional Registrations for Firm and Sub consultants.

Please see copies of valid professional licenses for prime contractor and sub-consultants as part of the required forms under separate upload.

### 4.3.3 Business Information

|         |                    |                                          |
|---------|--------------------|------------------------------------------|
| 4.3.3.1 | Years in Business: | 54                                       |
| 4.3.3.2 | Physical Address:  | 301 E. Church Street<br>Monroe, GA 30655 |
|         | Mailing Address:   | P.O. Box 585<br>Monroe, GA 30655         |
|         | Telephone Number:  | 404 633 2677                             |
| 4.3.3.3 | Owner/Principal:   | Ken Thrasher, President                  |
|         | E-mail Addresses:  | ken_thrasher@compuserve.com              |

### 4.3.4 Conflicts of Interest

Sy Richards, Architect Inc. does NOT have any conflicts of interest with DCSD. Please see Attachment E, Conflict of Interest Disclosure Affidavit as part of the required forms under separate upload.

4.3.1 Firm Certification, 4.3.2 Licensing, 4.3.3 Business Information, 4.3.4 Conflicts of Interest

### 4.3.5 Financial Resources

#### 4.3.5.1 Financial Statement

**Sy Richards, Architect Inc.** has expressed the Firm's financial capabilities by the firm's most recent tax return and balance sheet. Please see Confidential Financial Statement as part of the required forms under separate upload.

#### 4.3.5.2 Insurance Capacity

Professional Liability Insurance through The Hanover Insurance Company.

Limits \$3,000,000

Deductible \$10,000

General Liability Insurance/Workman's Compensation through The Hartford Business Services Center

|                      |             |                       |             |
|----------------------|-------------|-----------------------|-------------|
| General Liability    | \$1,000,000 | Umbrella Coverage     | \$5,000,000 |
| General Aggregate    | \$2,000,000 | Deductible            | \$10,000    |
| Automobile Liability | \$1,000,000 | Worker's Compensation | \$1,000,000 |

Certificates of Insurance provided with Required Forms under separate upload.

#### 4.3.5.3 Litigation

**Sy Richards, Architect Inc.** as a firm, it's officers or directors have not been involved in any litigations with an Owner in the last 5 years.

#### 4.3.5.4 Insurance Claims

**Sy Richards, Architect Inc.** has had no claims against its Professional Liability, General Liability, or Workers Compensation Insurances in the past two (2) years.

4.3.5.2 Insurance Capacity, 4.3.5.3 Litigation, 4.3.5.4 Insurance Claims

## 5.1 Individual Review

### 5.1.1 Related Experience

#### Community Based Instruction Classroom Renovations

Fulton County Schools

- a. Project Location: Cambridge HS (2015)    Chattahoochee HS  
Tri-Cities HS    Johns Creek, Ga  
Milton, Ga    East Point, Ga
- Centennial HS (2016)    Roswell, Ga  
Crestside HS    Fairburn, Ga  
Johns Creek HS    Johns Creek, Ga  
Milton HS    Alpharetta, Ga  
Northsprings HS    Sandy Spring, Ga
- Northview HS (2017)    Johns Creek, Ga  
Roswell HS    Roswell, Ga  
Westlake HS    Atlanta, Ga
- b. Nature of Responsibility: Architect of Record
- c. Owner: Mr. Doug Carey,  
Former Director of Capital Improvements  
Fulton County Schools  
(Current: Exec. Director of Facilities  
Paulding County School District  
Phone: 770-443-8000, x-10609)
- d. User: Fulton County Schools  
6201 Powers Ferry Road, NW  
Atlanta, Georgia 30339
- e. Construction Completed: Summer (May—August, 10weeks)
- f. Size of Project:
- |               |            |
|---------------|------------|
| Northview     | 4,293 s.f. |
| Roswell       | 4,221 s.f. |
| Westlake      | 4,581 s.f. |
| Centennial    | 6,044 s.f. |
| Crestside     | 3,668 s.f. |
| Johns Creek   | 4,046 s.f. |
| Milton        | 3,896 s.f. |
| North Springs | 3,047 s.f. |
| Cambridge     | 4,450 s.f. |
| Chattahoochee | 3,668 s.f. |
| Tri-Cities    | 4,119 s.f. |
- g. Cost of Project:
- |       |              |
|-------|--------------|
| 2015: | \$ 965,265   |
| 2016: | \$ 2,043,234 |
| 2017: | \$ 1,275,000 |



BEFORE



AFTER

Top Pictures: Converting Storage Room into Daily Living Lab.



BEFORE—CLASSROOM



AFTER

Bottom Pictures: Update Classroom layout, ceilings systems—HVAC, lights, life safety, finishes, signs, FFE

5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### Community Based Instruction Classroom Renovations

##### Fulton County Schools (Continued)

- g. Work Responsibility: These projects included modifying existing classroom, corridors, and building systems for new special education facilities. Improvements included upgrading restrooms, classrooms, daily living labs, sensory rooms, and bathing facilities. Improvements included ADA compatible casework, instruction equipment, A/V, lighting and switching upgrades for ADA, floor & ceiling replacements, and reconfiguration of HVAC & Life Safety measures. Project challenges included accelerated construction schedule and coordination with numerous ongoing repair work being performed under separate contracts. All jobs were to be completed in summer months. All designs worked with Principals and Special Needs program coordinators.
- h. Project Status: Completed
- j. Personnel: Ken Thrasher, Principal-In-Charge  
Patrick Comeau, Project Architect  
Corina Lee  
Kimberly Nicholson



Above: Updating Restrooms for New ADA fixtures, showers, and ceiling mounted transfer seat



Left: Update Practical classroom spaces with modern ADA learning units.



Right: Convert spaces into new Learning Environments



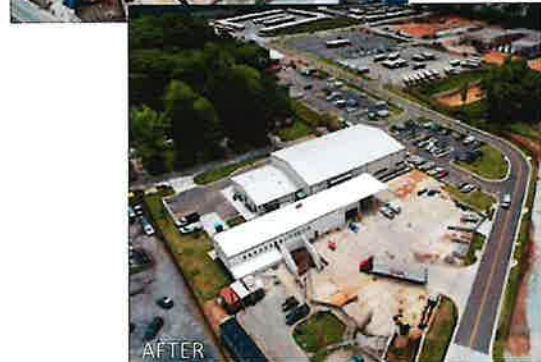
5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### South Maintenance and Transportation Facility

##### Fulton County Schools

- a. Project Location: 107 Health St., Fairburn, GA
- b. Nature of Responsibility: Architect of Record
- c. Owner: Mr. Chad Word, Sr. Project Mgr.  
Fulton County Board of Education  
6201 Powers Ferry Rd.  
Atlanta, Georgia 30339  
Phone: 850-685-8919 (cell)
- d. User: Mr. Trey Stow, Director of Transportation  
6201 Powers Ferry Rd., Atlanta, Ga 30339  
Phone: 470-254-2287  
Mr. Russell Holly, Director of Maintenance  
2025 Rock Mill Rd. Alpharetta, GA 30022  
Phone: 470-254-0611
- e. Construction Completed: Ph.1. Bus Lot: 9/5/18  
Ph. 2. Maint./Pole barn: 1/23/20  
Ph. 3. Parking Lots& site: 6/12/20.  
Ph. 4. Bus shop Reno.& Add.: 6/24/21  
Ph. 5. New Transp. Office: 4/5/21  
Ph. 6. Propane Fuel Center: 6/30/21
- f. Size of Project: Ph.1. Bus Lot: 3.48 Ac.  
Ph. 2. Maint./Pole barn: 42,099 SF  
Ph. 3. Parking Lots& site: 13.15Ac.  
Ph. 4. Bus shop Reno.& Add.: 33,049 SF  
Ph. 5. New Transp. Office: 15,426 SF  
Ph. 6. Propane Fuel Center: 1.4Ac.



Phase 2: New Maintenance Building and Renovated Pole Barn.



Phase 4: Bus Shop Addition and Renovation. Fuel Island canopy updated



Phase 2: New Maintenance Shop (Left)



Phase 4: Bus Shop Addition Shop Space (Bottom)

5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

- g. Cost of Project:
- |                              |             |
|------------------------------|-------------|
| Ph.1. Bus Lot:               | \$827,863   |
| Ph. 2. Maint./Pole barn:     | \$6,449,600 |
| Ph. 3. Parking Lots& site:   | \$2,329,554 |
| Ph. 4. Bus shop Reno.& Add.: | \$6,105,033 |
| Ph. 5. New Transp. Office:   | \$2,572,544 |
| Ph. 6. Propane Fuel Center:  | \$433,963   |
- h. Work Responsibility: Redevelop 37.4 Acres with 3 primary departmental services of Building Maintenance Services, Transportation Administration, and Bus and Vehicle Maintenance Services. Improvements include redeveloping site by integrating former industrial site, updating numerous existing storm management system while constructing ground up buildings, renovating and rehabilitating existing facilities and re-purpose industrial waste and introducing secure and safe pedestrian, vehicle, and bus circulation and parking arrangements within City streets and local neighborhoods. Challenges to the site included preserving City road and guidelines while maintaining selected existing site context amenities all while ongoing operations for District services remained operational
- i. Project Status: Completed
- j. Personnel: Ken Thrasher, Principal in Charge  
Patrick Comeau, Sr. Project Architect  
Corina Lee, Sr. Designer



Phase 5:  
Transportation Training Room (Left)



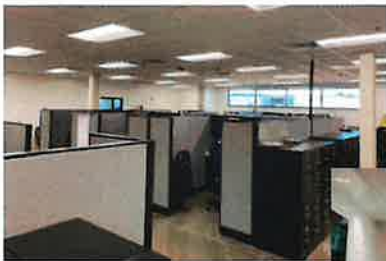
Phase 5: Conference Room (Above)



Phase 5: New Transportation Administration Entry



Above: Propane Fuel Center (Phase 6)



Supervisors Office (Middle) and Lobby (Lower Right) (Phase 2)



Phase 2: Maintenance Entry

5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### ADA And Capital Renewal Projects—SubRegion1C

DeKalb County School District

- a. Project Location: Dresden ES Chamblee, GA  
Oakcliff ES Doraville, GA  
Margaret Harris ES Atlanta, GA  
Ashford Park ES Atlanta, GA
- b. Nature of Responsibility: Architect of Record
- c. Owner: Mr. Brian Albanese, PM /CM.  
DeKalb County School District  
Sam. A. Moss Center  
1780 Montreal Road  
Tucker, Georgia 30084  
Phone: 678-676-1349(direct)  
Fax: 678-676-1475
- d. User: DeKalb County School District  
Sam A. Moss Center  
1780 Montreal Road  
Tucker, Georgia 30084  
678-410-3782
- e. Construction: Completed 2019
- f. Size of Project: Dresden ES 48,631 sf Roof  
Oakcliff ES 66,750 sf Roof  
Margaret Harris ES 43,766 sf Main  
Ashford Park ES 44,248 sf Main
- e. Cost of Project: \$ 3,684,097
- f. Work Responsibility: These projects include Roof Replacement, new Gutters and downspouts re, and new drain inlets. Installing new Roof top units and Exhaust hoods. ADA updates includes modifying existing Toilet batteries for accessibility and all fixtures and finishes to help improved durability and efficiency. Other improvements include HVAC updates in Gyms and Grease Trap replacements.
- g. Project Status: Complete
- j. Personnel: Ken Thrasher, Project Architect  
Corina Lee  
Kimberly Nicholson



Above: New HVAC for Gymnasium,  
Below: ADA Bathroom upgrades



Bottom: Roof Replacement



5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### Architectural And Mechanical Projects

DeKalb County School District

a. Project Location: Hambrick ES Stone Mtn., GA  
Stone Mill ES Stone Mtn. GA  
Stone Mountain ES Stone Mtn, GA

b. Nature of Responsibility: Architect of Record

c. Owner: Mr. Fitzgerald Joseph, Sen. Proj. Mgr.  
(No longer with DCSD)  
DeKalb County School District  
Sam. A. Moss Center  
1780 Montreal Road  
Tucker, Georgia 30084  
Phone: 678-676-1417 (direct)  
Fax: 678-676-1475

d. User: DeKalb County School District  
Sam A. Moss Center  
1780 Montreal Road  
Tucker, Georgia 30084  
678-410-3782

e. Construction Completed: 2015

f. Size of Project: Hambrick ES 65,909 sf  
Stone Mill ES 67,057 sf  
Stone Mountain ES 55,114 sf

e. Cost of Project: \$ 5,630,445.50

f. Work Responsibility: These projects include HVAC replacements, Ceiling grid and tile replacement and installing updated lighting. Other improvements include kitchen plumbing, hood updates, grease traps , and coolers. Minor Roof work with Roof Top Unit replacement. and Electrical Panel Board updates.

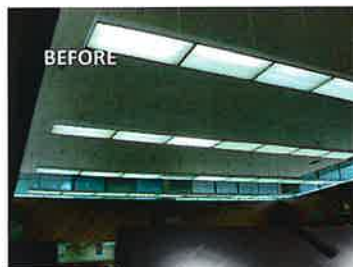
g. Project Status: Completed 8/24 / 2015

j. Personnel: Ken Thrasher, Project Architect  
Corina Lee

Right: New RTU and gas lines



Below: New Ceiling systems in corridors after HVAC updates



Bottom: Media Center ceilings, lights, and life safety systems

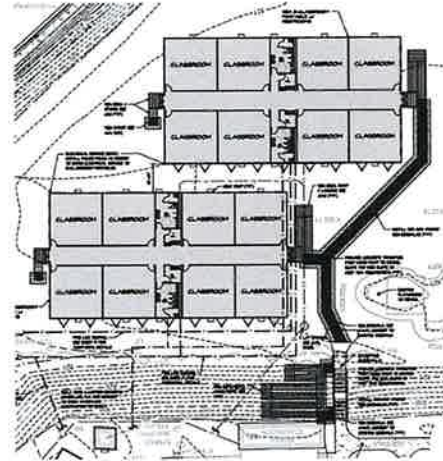
5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

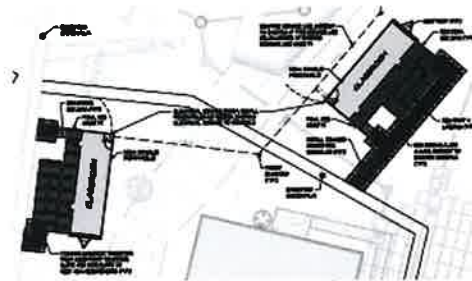
#### 2023 & 2024 Summer Portables

DeKalb County School District

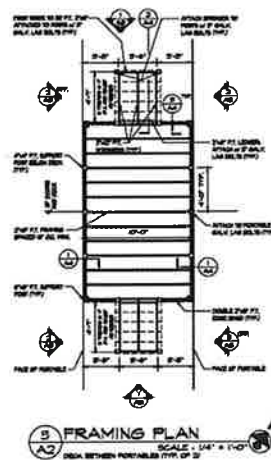
- a. Project Location: **2023:** Ashford Park ES, Cary Reynolds ES, Cross Keys HS, E.L. Miller ES, Idlewood ES, International Student Center, Woodridge ES.  
**2024:** Fairington ES, Redan MS, Salem MS
- b. Nature of Responsibility: Architect of Record
- c. Owner: Mr. Dante Collins, Regional Proj. Mgr.  
DeKalb County School District  
Sam. A. Moss Center  
1780 Montreal Road  
Tucker, Georgia 30084  
Phone: 678-676-1466(direct)  
Fax: 678-676-1350
- d. User: DeKalb County School District  
Sam A. Moss Center  
1780 Montreal Road  
Tucker, Georgia 30084  
678-410-3782
- e. Construction Completed: Summer of 2023 & 2024 respectively
- f. Size of Project: Varies by school. Minimum of two singles, pair of quad classroom units, up to pair of 10 classroom units.
- g. Cost of Project: Budget established by DeKalb Co. School District; information not available.
- h. Work Responsibility: These projects include site assessment of existing conditions and designing accessible routes, ramps and stairs, along with circulation platforms and concrete sidewalks and ramps. Fire site plans and storm, utility, and site development design for permitting provided.
- g. Project Status: Designs are 100%. 2023 Construction Complete. 2024 Construction underway by DCSD personnel.
- j. Personnel: Ken Thrasher, Principal-in-Charge  
Patrick Comeau, Project Architect  
Corina Lee



Above: Classrooms with new ADA route provided. (Fairington ES)



Middle: Single Units connecting to existing sidewalks (Cross Keys ES)



Bottom: Typical detail

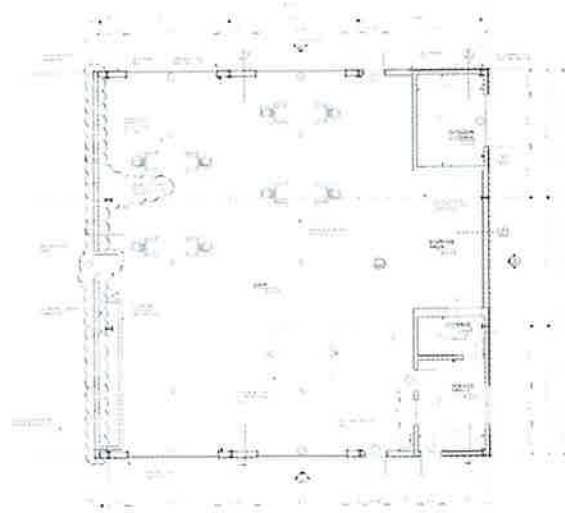
5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### Pitts Transportation Center Addition

Cobb County School District

- a. Project Location: 620 South Cobb Drive  
Marietta, Ga 30060
- b. Nature of Responsibility: Architect of Record
- c. Owner: Mr. Trey Morris, Const. Mgr.  
Cobb County School District  
440 Glover Street  
Marietta, Georgia 30060  
Phone: 770-429-5854
- d. User: Cobb County School District  
440 Glover Street  
Marietta, Georgia 30060  
770-429-5854
- e. Construction Completed: July 2016
- f. Size of Project: 3,670 s.f. addition
- g. Cost of Project: \$ 1,178,501.74
- h. Work Responsibility: Project consisted of an addition to be used as a vehicle repair shop, using a pre-engineered metal structure on a 14.2 acre site.
- g. Project Status: Completed
- j. Personnel: Ken Thrasher, Project Architect  
Corina Lee



Plan



South Elevation



North Elevation

5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### Athletic Field Fence Installation (17 sites)

DeKalb County School District

a. Project Location:

|                              |               |
|------------------------------|---------------|
| Arabia Mtn. High School      | Stonecrest GA |
| Cedar Grove High School      | Ellenwood, GA |
| Chamblee High School         | Chamblee GA   |
| Clarkston High School        | Clarkston GA  |
| Columbia High School         | Decatur GA    |
| Druid Hills Middle School    | Decatur GA    |
| Dunwoody High School         | Dunwoody GA   |
| Lakeside High School         | Atlanta GA    |
| Lithonia High School         | Lithonia GA   |
| MLK, Jr High School          | Stonecrest GA |
| Miller Grove High School     | Lithonia GA   |
| Ronald E. McNair High School | Atlanta GA    |
| Southwest DeKalb High School | Decatur GA    |
| Stephenson High School       | Stone Mtn. GA |
| Stone Mountain High School   | Stone Mtn. GA |
| Towers High School           | Decatur GA    |
| Tucker High School           | Tucker GA     |

b. Nature of Responsibility: Architect of Record

c. Owner: Mr. Carl Henry, Proj. Mgr.  
DeKalb Co. School District  
Sam. A. Moss Center  
1780 Montreal Road  
Phone: 404-702-1398

d. User: DeKalb County School District  
See Item C. above

e. Construction Completed: June 8, 2023

f. Size of Project: Varies

g. Cost of Project: \$ 782,000

h. Work Responsibility: This project required investigation of existing facilities to install or replace fencing at (17) Seventeen schools existing fields. Coordination with surrounding field fencing, ongoing renovations, and school planned activities were to be coordinated for design and installation. All projects required securing tracks and fields from public access while ensuring pedestrian access and vehicle entry were provided for supplies and emergency vehicles. Placement of fence locations was developed with each principal & staff input that also incorporates existing lighting locations, bleacher locations, and utility infrastructure to allow fence surround to meet each communities needs. Responsibilities includes design, permit submissions, and construction administration and schedule and cost verification.

i. Project Status: Completed ahead of schedule

j. Personnel: Ken Thrasher, Principal-In-Charge  
Patrick Comeau, Sr. Project Architect  
Corina Lee, Sr. Designer  
Kimberly Nicholson, Contract Admin.

Tucker High School:



Dunwoody High School



5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### Atlanta Virtual Academy

Atlanta Public Schools

- a. Project Location: 20 Evelyn Way NW  
Atlanta, Georgia 30318
- b. Nature of Responsibility: Architect of Record
- c. Owner: Mr. Marvin Brown, Sr. Project Manager  
Atlanta Public Schools  
1631 LaFrance St.  
Atlanta, Georgia 30307  
Phone: 404-802-3791
- d. User: Atlanta Public Schools  
Atlanta Virtual Academy
- e. Construction Completed: Anticipated Feb. 2024
- f. Size of Project: 86, 118 Sq. ft.
- g. Cost of Project: \$ 1,060,066
- h. Work Responsibility: This project included new security gates, new water heaters, hvac grille replacements, modernizing elevator, installing a generator and modernizing electrical service, and light bulb replacement, emergency lighting and fire alarm updates, replacing flooring, classroom and multi-purpose room lighting, VCT repairs, painting in numerous spaces, roof repairs, and new interior signage and building signs.
- i. Project Status: Pending closeouts and AHJ inspections.
- j. Personnel: Ken Thrasher, Principal-In-Charge  
Patrick Comeau, Sr. Proj. Arch.  
Kimberly Nicholson



Left: Roof, bulb, and ceiling tiles in need of repair



Below: Lighting to be replaced, VCT repaired, Paint ceiling



Right: New lighting, new ceiling, roof repairs, VCT repairs, paint all walls, HVAC cleaning.



5.1.1.1 Successful Experience

### 5.1.1 Related Experience (Continued)

#### Administration Support Facility HVAC Improvements and Renovation Former Walter White Elementary School Atlanta Public Schools

- a. Project Location: 1890 Detroit Avenue NW  
Atlanta, Georgia 30314
- b. Nature of Responsibility: Architect of Record
- c. Owner: Mr. Marvin Brown, Sr. Project Manager  
Atlanta Public Schools  
1631 LaFrance St.  
Atlanta, Georgia 30307  
Phone: 404-802-3791
- d. User: Atlanta Public Schools
- e. Construction Completed: Anticipated May 2024
- f. Size of Project: 67, 292 Sq. ft.
- g. Cost of Project: \$ 4,992,122
- h. Work Responsibility: New VRF system and outside air to replace chiller and boiler system. New restroom exhaust systems. New electrical systems for equipment. New building automation system. New ceilings, flooring, and painting to repair all finishes impacted by the work. New security fencing for courtyards. Roof repairs at all equipment. Update gas piping and regulators throughout.
- i. Project Status: Construction 55% complete
- j. Personnel: Ken Thrasher, Principal-In-Charge  
Patrick Comeau, Sr. Proj. Arch.  
Corina Lee, Sr. Designer  
Kimberly Nicholson, Contract Admin.



Above: New RTU's, OAU's, and VRV's set on roof.



Middle: Unit Ventilators being removed and VRV's set in ceiling.



Above and Right: Replace Fan circulation with new RTU supply

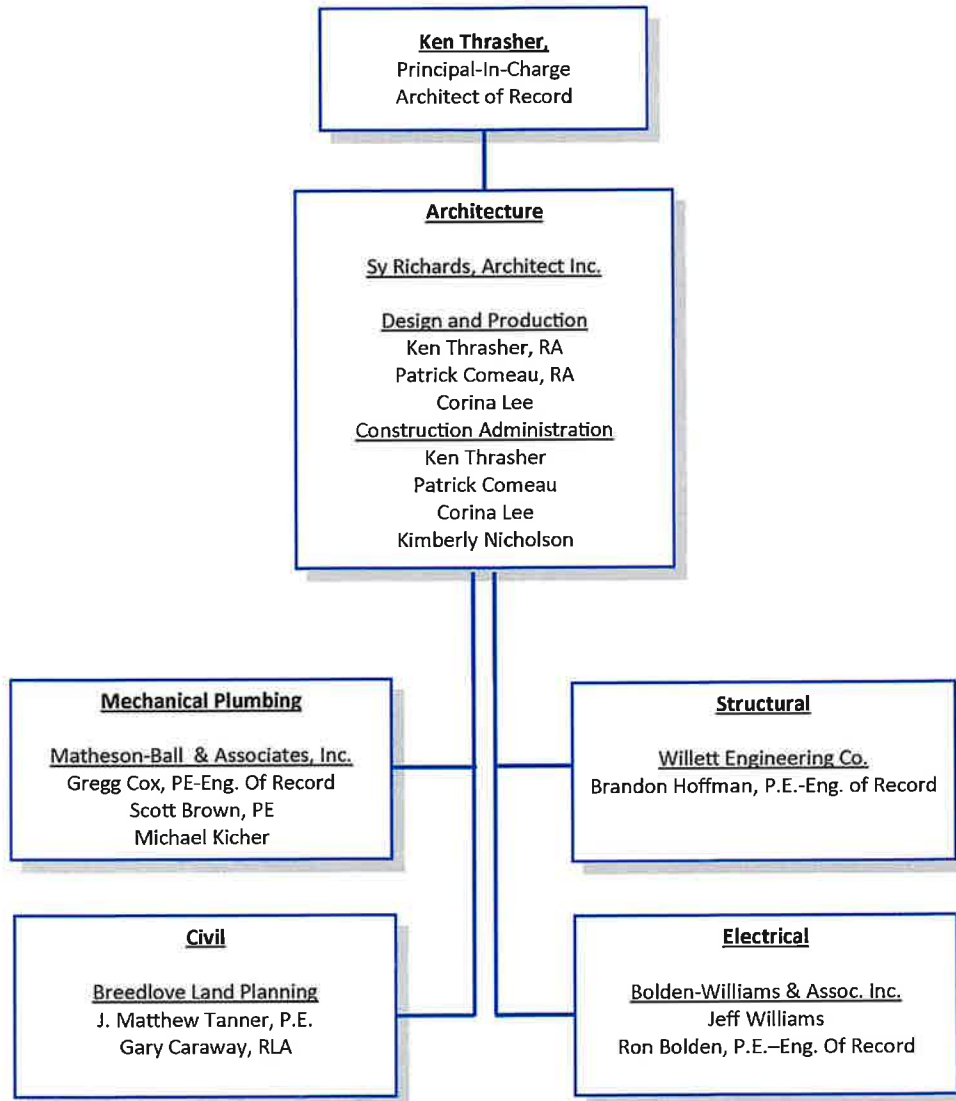


5.1.1.1 Successful Experience

## 5.1.2 Proposed Project Staff and Their Function

### 5.1.2.1 Organizational Chart

Staff shown in chart are individuals anticipated to be utilized for project. Please refer to supplied brief resumes under 5.1.2.3 for descriptions of knowledge, skills, and experiences



5.1.2.1 Organization Chart

### 5.1.2 Proposed Project Staff and Their Function (Continued)

#### 5.1.2.2 Project Staff Assignments

Our consultants, who are all experienced in school work, are selected based on qualifications and ability to meet project schedule. *We would not engage any engineer to whom you have an objection.*

The chart below lists the job assignments and availability of our employees for this project as well as the consultants we would propose to work with on an as needed basis:

| Discipline                       | Company (5.1.2.3, a/c)                                                                             | Title / Job Assignment (5.1.2.3, a /b.)†                                                                       |
|----------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <u>Architectural</u>             | Sy Richards, Architect Inc.<br>Name: <b>Ken Thrasher, RA</b><br>SRAI Years: 37, Prior 2 1/2        | Title: Architect of Record, Principal-In-Charge.<br>• Project Management, Design Overview, Contract management |
|                                  | Sy Richards, Architect Inc.<br>Name: <b>Patrick Comeau, RA</b><br>SRAI Years: 8, Prior: 18         | Title: Sr. Project Architect<br>• Project management, Design Overview and Construction administration          |
|                                  | Sy Richards, Architect Inc.<br>Name: <b>Corina Lee</b><br>SRAI Years: 30, Prior: 2                 | Title: Senior Designer<br>• Architectural Design and Construction Administration                               |
|                                  | Sy Richards, Architect Inc.<br>Name: <b>Kimberly Nicholson</b><br>SRAI Years: 10, Prior: 7         | Title: Technical Staff/ Contract Administrator<br>• Specifications and Contract Management                     |
| <u>Civil</u>                     | Breedlove Land Planning<br>Name: <b>Matthew Tanner, PE</b><br>Years BLP Worked with SRAI: 6        | Title: Principal Civil Engineer<br>• Civil design                                                              |
|                                  | Breedlove Land Planning<br>Name: <b>Gary Caraway, RLA</b><br>Years BLP Worked with SRAI: 6         | Title: Proj. Exec./Sr. Landscape Architect<br>• Civil design                                                   |
| <u>Plumbing &amp; Mechanical</u> | Matheson Ball & Assoc. Inc.<br>Name: <b>Gregg Cox, PE</b><br>Years MBA worked with SRAI: 6         | Title: Mechanical and Plumbing Engineers<br>• Plumbing and Mechanical system design                            |
|                                  | Matheson Ball & Assoc. Inc.<br>Name: <b>R. Scott Brown, PE</b><br>Years MBA worked with SRAI: 6    | Title: Mechanical and Plumbing Engineer<br>• Plumbing and Mechanical system design                             |
| <u>Electrical</u>                | Bolden-Williams & Associates, Inc.<br>Name: <b>Ronald Bolden</b><br>Years BWA Worked with SRAI: 34 | Title: Electrical Engineer<br>• Electrical, Lighting, and low voltage design                                   |
| <u>Structural</u>                | Willet Engineering, Inc.<br>Name: <b>Brandon Hoffman, PE</b><br>Years Willet worked with SRAI: 26  | Title: President/Owner-Structural Engineer<br>• Foundation and structural design                               |

5.1.2.2 Project Staff Assignments

### 5.1.2.3 Brief Resume of Key Personnel

#### Architect



- a. Name, Title: Ken Thrasher, President of Sy Richards, Architect Inc.
- b. Job Assignment on other projects: Project Architect or Principal-In-Charge
- c. Years with the firm: since 1986 (37 years)
- d. Years with other firms: 2 1/2 years before joining Sy Richards, Architect Inc.
- e. Experience (School Systems Only)

| Type           | No. | SF (Range)      | Dollar Value (Range)       | Project Involvement |
|----------------|-----|-----------------|----------------------------|---------------------|
| New Buildings  | 22  | 103,760-214,526 | \$ 4,033,942-\$ 24,161,705 | Architect of Record |
| Additions      | 37  | 20,230-84,268   | \$ 371,631-\$ 16,985,170   | Architect of Record |
| Renovations    | 203 | 4,256-161,819   | \$ 4,277-\$ 6,823,054      | Architect of Record |
| Miscellaneous* | 132 | N/A-78,703      | N/A-\$ 358,106             | Architect of Record |

- f. Education: Bachelor of Architecture, Louisiana State University, 1984
- g. Professional Registration: Registered Architect: Georgia No. 007201  
NCARB No. 39432



- a. Name, Title: Patrick Comeau, Sr. Project Architect with Sy Richards, Architect Inc.
- b. Job Assignment on other projects: Project Architect
- c. Years with the firm: since 2015 (9 years)
- d. Years with other firms: 19 years before joining Sy Richards, Architect Inc.
- e. Experience (K-12, Higher Education, Institutional / Municipal)

| Type           | No. | SF (Range)       | Dollar Value (Range)     | Project Involvement |
|----------------|-----|------------------|--------------------------|---------------------|
| New Buildings  | 61  | 2,130-185,000    | \$ 315,000-\$ 27,300,000 | Project Architect   |
| Additions      | 30  | 2,000-44,000     | \$ 45,000-\$ 7,400,000   | Project Architect   |
| Renovations    | 109 | 2,217-49,000     | \$ 12,000-\$ 4,300,000   | Project Architect   |
| Miscellaneous* | 90  | 6,000sf-15 acres | N/A-\$ 3,500,000         | Project Architect   |

- f. Education:
  - Masters of Architecture, Georgia Institute of Technology (1999)
  - Bachelor of Science in Architecture, Georgia Institute of Technology (1996)
  - Certificate in Building Construction, Georgia Institute of Technology (1996)
- g. Professional Registration: Registered Architect: Georgia No. 012933  
NCARB No. 71644  
American Institute of Architects No. 38177054  
Green Building Certification Institute No. 10699784

5.1.2.3 Brief Resumes of Key Persons

\* Miscellaneous projects include 5 year plan, grants/studies, master plans, site only projects (athletic complexes, parks & recreations), portables, etc.

### 5.1.2.3 Brief Resume of Key Personnel (Continued)



- a. Name, Title: Corina Lee, Senior Designer with Sy Richards, Architect Inc.
- b. Job Assignment on other projects: Senior Designer
- c. Years with the firm: since 1993 (30 years)
- d. Years with other firms: 2 years before joining Sy Richards, Architect Inc.
- e. Experience (School Systems Only)

| Type           | No. | SF (Range)      | Dollar Value (Range)       | Project Involvement |
|----------------|-----|-----------------|----------------------------|---------------------|
| New Buildings  | 15  | 103,760-142,700 | \$ 8,079,264-\$ 24,161,705 | Senior Designer     |
| Additions      | 27  | 20,230-84,268   | \$ 371,631-\$ 16,985,170   | Senior Designer     |
| Renovations    | 195 | 4,256-161,819   | \$ 4,277-\$ 6,823,054      | Senior Designer     |
| Miscellaneous* | 92  | N/A-78,703      | \$ 6,000-\$ 358,106        | Senior Designer     |

- f. Education:
  - Master of Architecture, Virginia Polytechnic Institute and State University, 1992.
  - Bachelor of Architecture, Universidade Federal do Rio Grande do Sul, Porto Alegre, Brazil, 1989.
- g. Professional Registration: Has fulfilled all Intern Development Program requirements and is now eligible to take the Architect Registration Examination.

\* Miscellaneous projects include studies, 5-year plan, site only projects (track resurfacing, sports fields), portables, etc.

### Civil Engineer



- a. Name, Title: J. Matthew Tanner, Principal Civil Engineer of Breedlove Land Planning
- b. Job Assignment on other projects: Civil Engineer
- c. Years with BLP: 23 years
  - List of prior projects with SRAI include:
    - Fulton County Schools: North Maintenance Facility
    - DeKalb County School District: Ramp at Sequoyah MS, Cross Keys HS
- d. Years with other firms: N/A
- f. Education: Bachelor of Science in Agricultural Engineering, University of Georgia (2000)
- g. Professional Registration: Professional Engineer—Civil 2005—State of Georgia
  - GSWCC Level II Certified Design Professional
  - LEED Accredited Professional

#### Breedlove Land Planning-

##### DCSD Experience:

##### Prototype Elementary

##### Schools

Indian Creek  
 Fernbank  
 Peachcrest  
 Rockbridge  
 John R. Lewis  
 Austin  
 Smokerise

##### DCSD Schools:

Dunwoody HS Addition and  
 Renovation  
 Tucker HS Turf Conversions  
 MLK Jr. HS Renovation and  
 Additions  
 Chamblee HS  
 Druid Hills HS Renovation &  
 Addition

**5.1.2.3 Brief Resume of Key Personnel (Continued)**



- a. Name, Title: Gary Caraway, Project Executive of Breedlove Land Planning
- b. Job Assignment on other projects: Sr. Landscape Architect
- c. Years with BLP: 9 years  
List of prior projects with SRAI include:  
Fulton County Schools: North Maintenance Facility  
DeKalb County School District: Ramp at Sequoyah MS, Cross Keys HS
- d. Years with other firms: 9 years before joining BLP
- f. Education: Bachelor of Landscape Architecture, University of Georgia
- g. Professional Registration: Landscape Architect  
Registered Professional Landscape Architect: Georgia, NC, SC, Tenn.  
CLARB Certified Landscape Architect  
GSWCC Level II Certified Design Professional  
LEED Accredited Professional

**Structural Engineer**



- a. Name, Title: Branson Hoffman, President of Willett Engineering
- b. Job Assignment on other projects: Principal Structural Engineer
- c. Years with WE: since 2012 (12 years)  
We have worked with Willett Engineering on over 40 projects for nearly 33 years. Recently those projects have included:  
Fulton County Schools: North Transportation Maintenance Facility, South Transportation & Maintenance Facility  
DeKalb County School District: Oakcliff ES, Dresden ES, & Ashford Park ES, Hambrick ES, Stone Mountain ES, Stone Mill ES, Cobb County School District: Tapp Middle School, Pitts Transportation Addition  
Walton County School District: Walnut Grove High School--Baseball Concessions & Pressbox
- d. Years with other firms: None
- f. Education: Bachelor of Science in Civil Engineering, Georgia Institute of Technology (2011)
- g. Professional Registration: Professional Engineer licensed in 29 states including Georgia

**Willett Engineering**

|                         |                    |
|-------------------------|--------------------|
| <u>K-12 Projects:</u>   | Salem Schools FEMA |
| Cherokee HS Campus      | Storm shelters     |
| Whitewater HS Addition  | Birney ES          |
| Upson-Lee HS Ag. Center | M.D. Roberts MS    |
|                         | Forest Park MS     |
|                         | Henderson MS       |

**5.1.2.3 Brief Resume of Key Personnel (Continued)**

**Mechanical & Plumbing Engineer**



- a. Name, Title: Gregg Cox, Engineer of Record, Matheson-Ball & Associates
- b. Job Assignment on other projects: Mechanical Engineer / EOR
- c. Years with MBA: 35 years
- d. Years with other firms: 1 year

List of prior projects with SRAI include:

Fulton County Schools: North Transportation Renovation, North Maintenance Facility, South Transportation & Maintenance Facility

Atlanta Public Schools: White ES HVAC Renovations, Atlanta Virtual Academy Renovations, and Facilities Renovation (phase 1)

- f. Education: Bachelor of Science in Mechanical Engineering, Southern College of Technology, 1987
- g. Professional Registration: Registered Engineer in Georgia  
Leed Accredited Professional



- a. Name, Title: R. Scott Brown, HVAC Principal in Charge, Matheson-Ball & Associates
- b. Job Assignment on other projects: Mechanical Engineer
- c. Years with MBA: 22 years
- d. Years with other firms: 0

List of prior projects with SRAI include:

Fulton County Schools: North Transportation Renovation, North Maintenance Facility, South Transportation & Maintenance Facility

Atlanta Public Schools: White ES HVAC Renovations, Atlanta Virtual Academy Renovations, and Facilities Renovation (phase 1)

- f. Education: Bachelor of Science in Mechanical Engineering Technology, Southern Polytechnic
- g. Professional Registrations: Registered Engineer in Georgia



- a. Name, Title: Michael Kicher, Plumbing and Fire Protection Principal in Charge, Matheson-Ball & Associates
- b. Job Assignment on other projects: Plumbing engineer
- c. Years with the firm: 17 years
- d. Years with other firms: 0 years

List of prior projects with SRAI include:

Fulton County Schools: North Transportation Renovation, North Maintenance Facility, South Transportation & Maintenance Facility

Atlanta Public Schools: White ES HVAC Renovations, Atlanta Virtual Academy Renovations, and Facilities Renovation (phase 1)

- f. Education: Bachelor of Science Finance with Physics and Mathematics, Bob Jones University
- g. Professional Registrations: Certified Plumbing Designer in Georgia  
Leed Accredited Professional

### 5.1.2.3 Brief Resume of Key Personnel (Continued)

#### Electrical Engineer



- a. Name, Title: Jeff Williams, Electrical Designer Bolden Williams & Associates
- b. Job Assignment on other projects: Project Manager
- c. Years with BWA: since 1990 (32 years)

We have worked with Bolden Williams on over 45 projects. Recently those projects have included:  
 Fulton County Schools: N. Transportation Renovation, N. Maintenance Facility, S. Transportation & Maintenance Facilities, CBI Renovations in 2015, 2016, & 2017, Fuel System Upgrades  
 DeKalb County School District: Oakcliff ES, Dresden ES, & Ashford Park ES, Hambrick ES, Stone Mountain ES, Stone Mill ES Renovations  
 Cobb County School District: Pitts Transportation Addition  
 Walton County School District: Walnut Grove High School—Baseball Concessions & Pressbox  
 Atlanta Public Schools: White ES HVAC Renovation, Facilities Renovation (phase1), and Atlanta Virtual Academy Renovation.

- d. Years with other firms: 3 years
- f. Education: Bachelor of Arts West Georgia College, 1987
- g. Professional Registration: Registered Communications Distribution Designer (RCDD)



- a. Name, Title: Ronald L. Bolden, Principal Bolden Williams & Associates
- b. Job Assignment on other projects: Electrical Engineer
- c. Years with BWA: since 1972 (51 years)

We have worked with Bolden-Williams on over 45 projects. Recently those projects have included:  
 Fulton County Schools: N. Transportation Renovation, N. Maintenance Facility, S. Transportation & Maintenance Facilities, CBI Renovations in 2015, 2016, & 2017, Fuel System Upgrades  
 DeKalb County School District: Oakcliff ES, Dresden ES, & Ashford Park ES, Hambrick ES, Stone Mountain ES, Stone Mill ES Renovations  
 Cobb County School District: Pitts Transportation Addition  
 Walton County School District: Walnut Grove High School—Baseball Concessions & Pressbox  
 Atlanta Public Schools: White ES Renovation, Facilities Phase 1 Renovation, and Atlanta Virtual Academy

- d. Years with other firms: 14 years
- f. Education: Bachelor of Electrical Engineering, Georgia Institute of Technology, 1958  
 Master of Business Administration, Georgia State University, 1970
- g. Professional Registration: Registered Engineer in 9 states including Georgia

### 5.1.3 Workload

The following is a list of outstanding projects, client names, status of completion, anticipated completion date, and dollars committed on open project workload for firm and sub-consultants.

#### Sy Richards, Architect Inc.

| Project                                                       | Client                    | Status      | Anticipated Completion | Dollars Committed |
|---------------------------------------------------------------|---------------------------|-------------|------------------------|-------------------|
| Faith Presbyterian Church, Master Plan and Phase 1 Renovation | Faith Presbyterian Church | 85% CA      | 1st Qtr. 2024          | \$53,600          |
| CCSD Hardware Upgrades (Phase E)                              | Cobb Co. Schools          | 100%CD      | 2nd Qtr. 2025          | \$354,815         |
| Atlanta Virtual Academy Renovations                           | Atlanta Public Schools    | 99%CA       | Feb. 2024              | \$65,803          |
| APS Facilities—Phase 1 Nutrition Renovation                   | Atlanta Public Schools    | 95% CA      | March 2024             | \$73,400          |
| APS Stadium Seating Improvements                              | Atlanta Public Schools    | 35%Design   | May 2025               | \$609,300         |
| APS White ES HVAC Renovations                                 | Atlanta Public Schools    | 55%CA       | June 2024              | \$394,200         |
| North Transportation Renovations                              | Fulton Co. Schools        | 5%CA        | 1st Qtr. 2025          | \$218,285         |
| APS Facilities Ph.2 Administration & Warehouse renovation     | Atlanta Public Schools    | 10%Design   | 2025                   | \$712,863         |
| DCSD 2024 Portables                                           | DeKalb Co. Schools        | 100%Design  | 1stQtr. 2024           | \$65,260          |
| DCSD School Based Health Centers, 2 schools                   | Dekalb Co. Schools        | 95%Design   | 4th Qtr. 2025          | \$126,800         |
| DCSD School Based Health Centers, 4 schools                   | Dekalb Co. Schools        | 15%Design   | 4th Qtr. 2025          |                   |
| Tapp MS Renovations                                           | Cobb Co. Schools          | Preliminary | TBD                    | \$844,730         |

### 5.1.3 Workload (Continued)

#### Breedlove Land Planning

| Project                                               | Client                                | Status     | Anticipated Completion | Dollars Committed |
|-------------------------------------------------------|---------------------------------------|------------|------------------------|-------------------|
| UGA West Dining Hall (M.Tanner)                       | May Architecture                      | 100% SD    | Fall 2024              | \$120,000.00      |
| Dresden Elementary School Replacement (M.Tanner)      | BRPH                                  | 30% CD     | Spring 2024            | \$110,000.00      |
| UGA First Year Residence Hall (M.Tanner)              | Beck                                  | 100% SD    | Fall 2024              | \$180,000.00      |
| UGA Park & Ride Phase 5 (M.Tanner)                    | UGA                                   | 100% SD    | Spring 2024            | \$45,000.00       |
| UGA Track & Field (M.Tanner)                          | Perkins & Will                        | SD         | Spring 2024            | \$45,000.00       |
| Newton County Turf Conversions (M.Tanner)             | Newton Co. Schools                    | SD         | Summer 2024            | \$75,000.00       |
| Archer Middle School (M.Tanner)                       | CGLS                                  | CA         | Summer 2025            | \$40,000.00       |
| Clarke Middle School (M.Tanner)                       | Clarke Co. School District            | CA         | Summer 2025            | \$40,000.00       |
| Annunciation Day School Field Conversion (G. Caraway) | Gardner Spencer Smith Tench & Jarbeau | Permitting | Winter 2024            | \$3,500.00        |
| Free Home ES (G. Caraway)                             | Croft                                 | CA         | Fall 2024              | \$21,000.00       |
| Glenwood Soccer Complex (G. Caraway)                  | Inter Atlanta FC                      | Permitting | Fall 2024              | \$13,000.00       |
| UGA Indoor Tennis Facility (G. Caraway)               | LS3P                                  | CA         | Spring 2024            | \$6,000.00        |
| Rockdale County Judicial Complex (G. Caraway)         | Jericho Design                        | SD         | Spring 2026            | \$351,000.00      |
| KSU ISTEM (G. Caraway)                                | Collins Cooper Carusi                 | CD         | Fall 2025              | \$34,000.00       |
| UGA Riverbend Farms (G. Caraway)                      | Page                                  | CD         | Spring 2025            | \$31,000.00       |
| George Peirce Park Synthetic Turf (G. Caraway)        | Gwinnett Co. Parks & Rec.             | CA         | Summer 2024            | \$10,000.00       |

### 5.1.3 Workload (Continued)

#### Willett Engineering

| Project                                | Client             | Status  | Anticipated Completion | Dollars Committed |
|----------------------------------------|--------------------|---------|------------------------|-------------------|
| Crescent Corners Mixed Use Development | K.A. Oldham Design | 90% CD  | February 2024          | \$145,000         |
| Upton Lee School Improvements          | MSSA-PBK           | 75% CA  | January 2024           | \$72,000          |
| Cherokee High School                   | MSSA-PBK           | 70% CA  | August 2024            | \$266,000         |
| Tift County Middle School              | MSSA-PBK           | 100% CD | June 2024              | \$96,000          |
| Hancock County Classroom Addition      | SRJ                | 90% CD  | May 2024               | \$9,000           |
| Brownstown Elementary School Gym       | TowerPinkster      | 100%CD  | December 2024          | \$24,000          |

#### Matheson-Ball & Associates

| Project                             | Client                  | Status  | Anticipated Completion | Dollars Committed |
|-------------------------------------|-------------------------|---------|------------------------|-------------------|
| North Springs High School           | Fulton County Schools   | 50% CDs | May 2024               | \$400,000.00      |
| Townes Elementary School Renovation | Atlanta Public Schools  | 20% CDs | March 2024             | \$65,000.00       |
| SL Lewis ES                         | Fulton County Schools   | 10% CDs | March 2024             | \$85,000.00       |
| Sequoyah MS/HS                      | DeKalb County School    | 10% CDs | June 2024              | \$700,000.00      |
| Boston Elementary School Renovation | Cherokee County Schools | 95% CDs | December 2024          | \$125,000.00      |
| Forsyth Cluster 2 Renovation        | Forsyth County Schools  | 5% CDs  | March 2024             | \$50,000.00       |

### 5.1.6 References

5.1.6.1. Example of positive working relationship is shown by the thorough and detailed communication provided during document development, bidding, and construction. By meeting project goals for ensuring facilities are operating as needed during the school year. An example of this is shown in the design of the HVAC equipment for Walter White ES HVAC systems and Facilities building warehouse HVAC system.

The criteria for the design was developed with input from both the construction manager and the District's team where Walter White ES needs were based on administration and teaching uses and Facilities was for Warehouse storage requirements meeting USDA criteria.

Using operational criteria, our team adjusted the zoning and layout of each systems by working directly with Diakin to produce shop drawings for equipment during construction document production that allows for early equipment procurement and establish a verifiable construction schedule through establishing ensuring the primary critical path items for each facilities renovation are properly designed to help ensure the operational schedule for each school facility in maintained and construction timelines met.



ATLANTA  
PUBLIC  
SCHOOLS

FACILITIES SERVICES  
1631 LAFRANCE STREET  
ATLANTA, GEORGIA 30307

MARVIN H BROWN  
SENIOR PROJECT MANAGER  
(404)-802-3791  
[marvin.brown@atlanta.k12.ga.us](mailto:marvin.brown@atlanta.k12.ga.us)

January 27, 2024

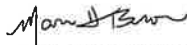
To whom it may concern,

Sy Richards, Architect Inc. is in good standing with the Atlanta Public Schools. The current projects have presented diverse challenges, Team cooperation has been essential to ensure completion for Atlanta Public Schools projects while working with the numerous contractors performing work at Atlanta Virtual Academy, Walter White ES, and Facilities Building.

APS has not experienced any project delays. Sy Richards, Architect Inc. has gone above and beyond to complete the project designs on schedule, providing excellent site reports, submittal reviews and responses to information requests.

Based on their history of performance on projects under my purview, I recommend Sy Richards for your program. If you have any questions, please contact me at 404-802-3791.

Marvin H Brown



Senior Project Manager/Deputy Construction Manager  
ATLANTA PUBLIC SCHOOLS  
404-802-3791 office  
404-772-7096 mobile

5.1.6 References

### 5.1.6 References (Continued)

5.1.6.1. Positive working relationship with the Faith Presbyterian Church committees was achieved through continually seeking input and ensuring an understanding of all information presented to each committee, stakeholder, and the general public regarding the design for the master plan. The master planning for the facility incorporated the operational strategies for both the religious offerings as well as the educational and day care needs that the organization provides for the community daily.

31 January 2024

To whom it may concern:

Over the past year, I have served as the chairman of the Faith Presbyterian Church Renovation & Construction Committee. The Committee and I have worked closely with Mr. Ken Thrasher of Sy Richards Architect, Inc. He has guided our committee through the process of developing a Master Plan for current and future use of the church's property, and Construction Documents for the current renovation of the sanctuary and offices.

Mr. Thrasher's architectural expertise has been invaluable to the success of our current renovation phase. He personally interviewed all major stakeholders to ensure their needs will be met with our renovation. He offered invaluable guidance as the committee went through the contractor selection process. Throughout the construction/renovation phase, he has regularly met weekly with the contractor and me to ensure that construction has been according to the specifications called out in the Construction Documents.

As our architect, Mr. Thrasher's involvement has ensured our success. On behalf of the Faith Presbyterian Renovation & Construction Committee, we endorse him and his firm for the outstanding job he has done.

With Sincere Regards,

**Bud Siniard**

James W. (Bud) Siniard

Chairman, Faith Presbyterian Church Renovation & Construction Committee

5.1.6 References

### 5.1.6 References (Continued)

5.1.6.1. Project success is achieved by working intimately with CCSD principals, staff, and program managers at 62 facilities to manage construction schedule and phasing with multiple general contractor for scheduling crews for the security updates while simultaneously working directly with the supplier, Allegion, for ensuring completion at each school.



**COBB COUNTY**  
SCHOOL DISTRICT

*One Team, One Goal: Student Success*

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

Ken Thrasher, President  
Sy Richards, Architect Inc.  
P.O. Box 585  
301 E. Church Street  
Monroe, GA 30655

January 24, 2024

To whom it may concern:

I am pleased to provide a letter of recommendation on behalf of Sy Richards, Architect Inc.

I have been involved in multiple projects with Sy Richards, Architect Inc. since 2022, yet they have been serving Cobb County School District for many decades in a wide variety of project types.

Their most recent projects involve renovations and security upgrades affecting all of the elementary schools in the district. The success of the security upgrade project for 62 schools demonstrates Sy Richards, Architect Inc.'s well organized effort to coordinate with all participants, including our staff, consultants and contractors. In addition to providing excellent design and construction administration services to our school district, they are readily available to respond to any issues that have arisen in a timely manner.

Sy Richards, Architect Inc. is a reliable and competent partner in planning, designing and managing Cobb County School District's construction projects. We are very satisfied with the company and their competent staff and look forward to our continued collaboration in future projects.

Sincerely,



Rose M. Zurawski, RA, MPA  
Program Manager, Cobb County School District

5.1.6 References

**5.1.6 References (Continued)**

5.1.6.1. Project success is achieved by working with FCS Capital Program Team, Program Executives and Directors for the development of the South Transportation and Maintenance buildings from programming requirements to develop construction sequencing through phasing to ensure continual operation for both Maintenance and Transportation departments is addressed during the entire construction period. This proved more difficult than anticipated as unknown site conditions of discovering a brownfield site, unknown city utility lines crossing the site, as well as COVID impacts which forced adaptation of design throughout and necessitating teamwork of FCS personnel, Construction crews, and AHJs to adjust quickly through clear communication of requirements in documents, scope changes, and schedules. The project was successful as operations were uninhibited as buses continually operated and maintained and project was delivered within approved budgets for all phases.



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

January 24, 2017

Mr. Kenneth Thrasher  
Sy Richards Architect, Inc.  
301 E Church St.  
Monroe, GA 30655

Mr. Thrasher,

As we head into a new year, we'd like to take a moment to thank you and your team for helping to make the Fulton County Schools (FCS) Capital Improvement Program such a success. These past 4 years, more than 55,000 students have benefited from our current capital program and Sy Richards Architect was critical to our success. Thousands more will benefit from the remaining projects in our program.

Last month, we provided the FCS Board with an update on the current capital program and the Board was impressed with the results. You can find more information about this presentation at the following link:  
<http://tinyurl.com/j4chsad>.

Please pass along our best wishes to your team members and we look forward to working with you in the New Year.

Sincerely,

  
David Knotts  
Executive Director of Capital Improvements

  
Kevin English  
Director of Program Management

  
Johnnie Davis  
Deputy Director of Program Management

RECEIVED

JAN 27 2017

SY RICHARDS  
Architect, Inc.

5.1.6 References

• 30 •

### **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><u>Owner's Standard Forms:</u></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><u>Other Requirements:</u></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"/>   |

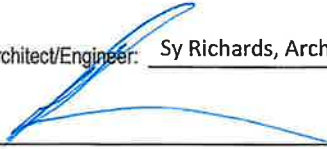
Indicate **Addenda(s) Nos.** 1, 2, 3 received (**none unless indicated here**). The Architect/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Architect/Engineer shall be bound by all of the terms and conditions contained in this RFQu.

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

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

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

Name of Architect/Engineer: Sy Richards, Architect Inc.

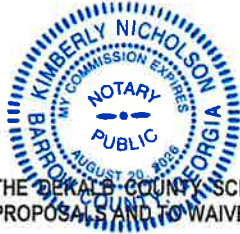
Signature:  Printed Name: Ken Thrasher

Title: President Date: February 1, 2024

Sworn to and subscribed before me this 1st day of February, 2024.

Notary Public:  My commission expires: 08/20/2026

(SEAL)



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 \_\_\_\_\_

I, Traci Thrasher, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Ken Thrasher who signed said proposal on behalf of the offeror was then President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of Georgia.

  
[signature]

Traci Thrasher  
[typed name]

Subscribed and sworn to  
before me this 26th day of  
January, 2024.

(SEAL)



## 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,

Sy Richards, Architect Inc.

*[legal name of Architect]*

PO Box 585

301 E. Church Street

Monroe, Georgia 30655

*[address of Architect]*

404-633-2677

*[telephone number of Architect]*

ken\_thrasher@compuserve.com

*[email address of Architect]*

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

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

| Title/Position                         | Hourly Rate            |
|----------------------------------------|------------------------|
| Principal:                             | \$ <u>250</u> per hour |
| Director:                              | \$ _____ per hour      |
| Sr. Project Architect/Project Manager: | \$ <u>210</u> per hour |
| Project Architect:                     | \$ <u>190</u> per hour |
| Project Manager:                       | \$ <u>150</u> per hour |
| Project Coordinator:                   | \$ _____ per hour      |
| Interior Designer:                     | \$ <u>115</u> per hour |
| Project Captain:                       | \$ _____ per hour      |
| Technical Staff:                       | \$ <u>115</u> per hour |
| Contract Administrator:                | \$ <u>90</u> per hour  |
| Clerical:                              | \$ <u>80</u> per hour  |

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 2 of 5

|                                 |                        |
|---------------------------------|------------------------|
| Estimator:                      | \$ _____ per hour      |
| Scheduler:                      | \$ _____ per hour      |
| Designer:                       | \$ _____ per hour      |
| CADD:                           | \$ <u>100</u> per hour |
| Civil Engineer                  | \$ <u>190</u> per hour |
| Junior Civil Engineer           | \$ <u>150</u> per hour |
| Civil Draftsman                 | \$ <u>105</u> per hour |
| Structural Engineer             | \$ <u>140</u> per hour |
| Junior Structural Engineer      | \$ <u>120</u> per hour |
| Structural Draftsman            | \$ <u>90</u> per hour  |
| Mechanical Engineer             | \$ <u>190</u> per hour |
| Junior Mechanical Engineer      | \$ <u>150</u> per hour |
| Mechanical Draftsman            | \$ <u>105</u> per hour |
| Electrical Engineer             | \$ <u>140</u> per hour |
| Junior Electrical Engineer      | \$ <u>120</u> per hour |
| Electrical Draftsman            | \$ <u>90</u> per hour  |
| Fire Protection Engineer        | \$ <u>190</u> per hour |
| Junior Fire Protection Engineer | \$ <u>150</u> per hour |
| Fire Protection Draftsman       | \$ <u>105</u> per hour |
| FF&E Coordinator                | \$ _____ 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>                         |
|---------------------|--------------------------------|-----------------------------------------|
| <u>Architect:</u>   | Ken Thrasher                   | Principal / Architect of Record         |
|                     | Patrick Comeau                 | Senior Project Architect                |
|                     | Corina Lee                     | Senior Designer / Project Manager       |
|                     | Kimberly Nicholson             | Technical Staff/ Contract Administrator |
| <u>Consultants:</u> |                                |                                         |
| Civil:              | <b>Breedlove Land Planning</b> |                                         |
|                     | Matt Tanner                    | Principal / Civil Engineer              |
|                     | Gary Caraway                   | Civil Engineer                          |
|                     |                                |                                         |
| Structural:         | <b>Willett Engineering</b>     |                                         |
|                     | Brandon Hoffman                | Principal / Structural Engineer         |

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 3 of 5

Mechanical  
& Plumbing:

**Matheson-Ball & Associates, Inc.**

Gregg Cox

Principal - Eng. of Record

R. Scott Brown

Principal - Mechanical Engineer

Michael Kicher

Principal - Plumbing Engineer

**Bolden-Williams & Associates, Inc.**

Electrical:

Jeff Williams

Principal - Electrical

Ron Bolden

Principal - Electrical Engineer

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

Sy Richards, Architect Inc.

[typed name of Architect]

By: [signature] [seal]

Ken Thrasher, President

[typed name and title]

PO Box 585, 301 E. Church Street,  
Monroe, Georgia 30655

[address of Architect]

( 404 ) 663-2677

[business telephone number]

01/30/24

[date of execution]

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

**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 WALTON

COMES NOW, Sy Richards, Architect Inc. ("Offeror"),  
*[Name of Offeror]*

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

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

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

Ken Thrasher, President & Treasurer

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

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

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

2. If the Offeror is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education Professional Architectural/Engineering Services (the "Project").

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant,

together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This 30th day of January, 2024

Sy Richards, Architect Inc.

*[insert name of Offeror]*

and

Ken Thrasher

*[insert name of Individual And Representative Affiant]*

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

President

*[insert title]*

Individual Affiants' signatures and names:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

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

Notary Public: *Kimberly Nicholson* My commission expires: 6/30/26

(SEAL)



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

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Ken Thrasher am the (*Title*)  
President and I am the duly authorized  
representative of the firm of (*Firm Name*) Sy Richards, Architect Inc.  
(the "Firm") for purposes of this  
Affidavit, whose address is (*Firm Address*) 301 East Church Street, Monroe, Georgia 30655,  
and I possess the legal authority to make this Affidavit on  
behalf of myself and the Firm, as follows:

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

| <u>Firm Representative</u> | <u>Owner Representative</u> | <u>Relation</u> |
|----------------------------|-----------------------------|-----------------|
| NONE                       |                             |                 |
|                            |                             |                 |
|                            |                             |                 |
|                            |                             |                 |
|                            |                             |                 |

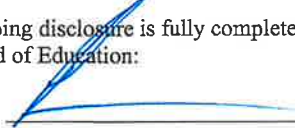
3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project, or any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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature: 

Printed Name: Ken Thrasher

Firm Name: Sy Richards, Architect Inc.

Date: January 30, 2024

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

Personally known: Yes

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

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

Notary Public – State of Georgia

My Commission Expires August 20, 2026

Affix Notary Seal Here:



**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

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

This 30<sup>th</sup> day of January, 2024.

Sy Richards, Architect Inc.

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

By: [Signature]

Printed name: Ken Thrasher

Printed Title: President

### ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

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

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

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

(a) KT (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) KT (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) KT (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,



**2024**  
**CITY OF MONROE, GEORGIA**  
BUSINESS & OCCUPATION TAX



**This License is Granted to:**

SY RICHARDS, ARCHITECT INC.  
KEN THRASHER  
P.O. BOX 585  
MONROE GA 30655

**Business Location:**  
301 E CHURCH ST

**Date Issued:** 1/01/2024  
**Business License**  
**Number:** 035443  
**Class:**  
PROFESSIONAL/SCIENTIFIC/TEC  
H  
**Expires:** 12/31/2024

This license is issued on the petition of the applicant, who assumes all responsibility of compliance with Federal, State or Municipal Regulations. The City will make no refund if such regulations prevent or restrict the trade, business, or profession herein proposed.

*Heather Brookshire*

**AUTHORIZED SIGNATURE**

**THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE**

**4.3.1 Firm Certification****4.3.1.1 Legal Name of Entity.**

Sy Richards, Architect Inc. is the legal name of the corporation.

**4.3.1.2 Copy of Certification (State of Georgia) for Incorporation.****STATE OF GEORGIA****Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****ANNUAL REGISTRATION****\*Electronically Filed\*****Secretary of State****Filing Date: 1/8/2024 9:40:40 AM****BUSINESS INFORMATION**

|                                   |                               |
|-----------------------------------|-------------------------------|
| <b>CONTROL NUMBER</b>             | G905267                       |
| <b>BUSINESS NAME</b>              | SY RICHARDS, ARCHITECTS, INC. |
| <b>BUSINESS TYPE</b>              | Domestic Profit Corporation   |
| <b>EFFECTIVE DATE</b>             | 01/08/2024                    |
| <b>ANNUAL REGISTRATION PERIOD</b> | 2024                          |

**PRINCIPAL OFFICE ADDRESS**

|                |                                      |
|----------------|--------------------------------------|
| <b>ADDRESS</b> | P.O. Box 585, Monroe, GA, 30655, USA |
|----------------|--------------------------------------|

**REGISTERED AGENT**

|                          |                                           |               |
|--------------------------|-------------------------------------------|---------------|
| <b>NAME</b>              | <b>ADDRESS</b>                            | <b>COUNTY</b> |
| Thrasher, Kenneth Warren | 301 E. Church St., Monroe, GA. 30655, USA | Walton        |

**OFFICERS INFORMATION**

|                         |              |                                                         |
|-------------------------|--------------|---------------------------------------------------------|
| <b>NAME</b>             | <b>TITLE</b> | <b>ADDRESS</b>                                          |
| Kenneth Warren Thrasher | CEO          | P.O. Box 585, 301 E. Church St., Monroe, GA. 30655, USA |
| Kenneth Warren Thrasher | CFO          | P.O. Box 585, 301 E. Church St., Monroe, GA. 30655, USA |
| Traci Thrasher          | SECRETARY    | P.O. Box 585, 301 E. Church St., Monroe, GA. 30655, USA |

**AUTHORIZER INFORMATION**

|                             |              |
|-----------------------------|--------------|
| <b>AUTHORIZER SIGNATURE</b> | Ken Thrasher |
| <b>AUTHORIZER TITLE</b>     | Officer      |

4.3.1 GEORGIA-Certificate of Incorporation



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/06/2023

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 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).

|                                                                                                                                             |                                                           |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br>THE SERVICE AGENCY/PHS<br>20267128<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78251 | <b>CONTACT</b><br><b>NAME:</b>                            |                          |
|                                                                                                                                             | <b>PHONE</b><br>(866) 467-8730<br>(A/C, No, Ext):         | <b>FAX</b><br>(A/C, No): |
| <b>E-MAIL</b><br><b>ADDRESS:</b>                                                                                                            |                                                           |                          |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                        |                                                           |                          |
| <b>INSURED</b><br>SY RICHARDS, ARCHITECT INC.<br>PO BOX 585<br>MONROE GA 30655-0585                                                         | <b>INSURER A:</b> Sentinel Insurance Company Ltd.         | 11000                    |
|                                                                                                                                             | <b>INSURER B:</b> Hartford Underwriters Insurance Company | 30104                    |
|                                                                                                                                             | <b>INSURER C:</b>                                         |                          |
|                                                                                                                                             | <b>INSURER D:</b>                                         |                          |
|                                                                                                                                             | <b>INSURER E:</b>                                         |                          |
|                                                                                                                                             | <b>INSURER F:</b>                                         |                          |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                         |             |
|----------|----------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------|-------------|
| A        | COMMERCIAL GENERAL LIABILITY                                                     | X         |          | 20 SBA NU6271 | 05/05/2023              | 05/05/2024              | EACH OCCURRENCE                                                                | \$1,000,000 |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Each occurrence)                                    | \$1,000,000 |
|          | <input checked="" type="checkbox"/> General Liability                            |           |          |               |                         |                         | MED EXP (Any one person)                                                       | \$10,000    |
|          |                                                                                  |           |          |               |                         |                         | PERSONAL & ADV INJURY                                                          | \$1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                               |           |          |               |                         |                         | GENERAL AGGREGATE                                                              | \$2,000,000 |
|          | POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                                                         | \$2,000,000 |
|          | OTHER:                                                                           |           |          |               |                         |                         |                                                                                |             |
| A        | AUTOMOBILE LIABILITY                                                             | X         |          | 20 SBA NU6271 | 05/05/2023              | 05/05/2024              | COMBINED SINGLE LIMIT (Each accident)                                          | \$1,000,000 |
|          | ANY AUTO                                                                         |           |          |               |                         |                         | BODILY INJURY (Per person)                                                     |             |
|          | ALL OWNED AUTOS                                                                  |           |          |               |                         |                         | BODILY INJURY (Per accident)                                                   |             |
|          | HIRED AUTOS                                                                      |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                                                 |             |
|          | SCHEDULED AUTOS NON-OWNED AUTOS                                                  |           |          |               |                         |                         |                                                                                |             |
| A        | UMBRELLA LIAB EXCESS LIAB                                                        | X         |          | 20 SBA NU6271 | 05/05/2023              | 05/05/2024              | EACH OCCURRENCE                                                                | \$5,000,000 |
|          | RETENTION \$ 10,000                                                              |           |          |               |                         |                         | AGGREGATE                                                                      | \$5,000,000 |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                    | N/A       |          | 20 WEC AK6164 | 05/05/2023              | 05/05/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |             |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      |           |          |               |                         |                         | E.L. EACH ACCIDENT                                                             | \$1,000,000 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                           |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                                                     | \$1,000,000 |
|          |                                                                                  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                                                    | \$1,000,000 |
| A        | EMPLOYMENT PRACTICES LIABILITY                                                   |           |          | 20 SBA NU6271 | 05/05/2023              | 05/05/2024              | Each Claim Limit                                                               | \$10,000    |
|          |                                                                                  |           |          |               |                         |                         | Aggregate Limit                                                                | \$10,000    |

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

Those usual to the Insured's Operations. Please see Additional Remarks Schedule Acord Form 101 attached.

**CERTIFICATE HOLDER**Dekalb County Board of Education  
Dekalb County School District  
Operations Division Sam Moss Center  
1780 MONTREAL RD  
TUCKER GA 30084-6705**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

*Susan L. Castaneda*

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ACORD 25 (2016/03)

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2024

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).

|                                                                                                           |  |                                                                                                                                                                                                  |  |
|-----------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>MEDALLION INSURANCE SERVICES<br>8145 Ardrey Kell Rd<br>Suite 203<br>Charlotte NC 28277 |  | <b>CONTACT NAME:</b> Phyllis Constantino<br><b>PHONE (A/C, No, Ext):</b> (704) 256-6000<br><b>FAX (A/C, No):</b> (704) 256-6001<br><b>E-MAIL ADDRESS:</b> phyllis@medallioninsurance.com         |  |
| <b>INSURED</b><br>Sy Richards Architect<br>PO Box 585<br>Monroe GA 30655                                  |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> The Hanover Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                           |  | <b>NAIC #</b><br>22292                                                                                                                                                                           |  |

**COVERAGES****CERTIFICATE NUMBER:** CL2412910285**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER:<br><br><b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><br><b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/><br><br><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           |          |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/POP AGG \$<br>COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |
| A        | <b>PROFESSIONAL LIABILITY CLAIMS-MADE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |          | LH6 H154856 05 | 01/17/2024              | 01/17/2025              | EACH CLAIM \$3,000,000<br>AGGREGATE \$3,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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

RFQ No 19-752-023 - Professional Architectural/Engineering Services

|                                                                                                                         |                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>DeKalb County School District<br>1701 Mountain Industrial Blvd.<br>Stone Mountain GA 30083 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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### 4.3.2 Licensing

#### 4.3.2.1 Georgia Professional Registrations for Firm and Sub consultants.

Architect Licenses: Firm Registration



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: Kenneth W Thrasher

Address:

Bishop GA 30621

##### Primary Source License Information

|            |           |             |                               |                    |                      |
|------------|-----------|-------------|-------------------------------|--------------------|----------------------|
| Lic #:     | RA007201  | Profession: | Architect / Interior Designer | Type:              | Registered Architect |
| Secondary: |           | Method:     | Conversion                    | Status:            | Active               |
| Issued:    | 10/4/1989 | Expires:    | 6/30/2025                     | Last Renewal Date: | 6/12/2023            |



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

#### Licensee Details

##### Licensee Information

Name: Patrick Albert Comeau

Address:

Watkinsville GA 30677

##### Primary Source License Information

|            |           |             |                               |                    |                      |
|------------|-----------|-------------|-------------------------------|--------------------|----------------------|
| Lic #:     | RA012933  | Profession: | Architect / Interior Designer | Type:              | Registered Architect |
| Secondary: |           | Method:     | Examination                   | Status:            | Active               |
| Issued:    | 7/21/2010 | Expires:    | 6/30/2025                     | Last Renewal Date: | 6/14/2023            |

4.3.2.1 Sy Richards, Architect Inc.-Firm Registrations

### 4.3.2 Licensing (Continued)

Civil Engineers



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

### Licensee Details

#### Licensee Information

Name: Justin M Tanner

Address:

Atlanta GA 30308

#### Primary Source License Information

|            |          |             |                            |                    |                       |
|------------|----------|-------------|----------------------------|--------------------|-----------------------|
| Lic #:     | PE030454 | Profession: | Engineers / Land Surveyors | Type:              | Professional Engineer |
| Secondary: |          | Method:     | Examination                | Status:            | Active                |
| Issued:    | 6/6/2005 | Expires:    | 12/31/2024                 | Last Renewal Date: | 12/27/2023            |



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

### Licensee Details

#### Licensee Information

Name: Gary Keith Caraway

Address:

Watkinsville GA 30677

#### Primary Source License Information

|            |           |             |                      |                    |                     |
|------------|-----------|-------------|----------------------|--------------------|---------------------|
| Lic #:     | LA001636  | Profession: | Landscape Architects | Type:              | Landscape Architect |
| Secondary: |           | Method:     | Reciprocity          | Status:            | Active              |
| Issued:    | 4/19/2011 | Expires:    | 12/31/2024           | Last Renewal Date: | 12/5/2022           |

### 4.3.2 Licensing (Continued)

Structural Engineer



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

### Licensee Details

#### Licensee Information

Name: Brandon Joseph Hoffman

Address:

Atlanta GA 30305

#### Primary Source License Information

|            |           |             |                            |                    |                       |
|------------|-----------|-------------|----------------------------|--------------------|-----------------------|
| Lic #:     | PE041134  | Profession: | Engineers / Land Surveyors | Type:              | Professional Engineer |
| Secondary: |           | Method:     | Examination                | Status:            | Active                |
| Issued:    | 6/13/2016 | Expires:    | 12/31/2024                 | Last Renewal Date: | 11/20/2023            |

Mechanical & Plumbing Engineers



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

### Licensee Details

#### Licensee Information

Name: Gregg R Cox

Address:

Canton GA 30114

#### Primary Source License Information

|            |           |             |                            |                    |                       |
|------------|-----------|-------------|----------------------------|--------------------|-----------------------|
| Lic #:     | PE023289  | Profession: | Engineers / Land Surveyors | Type:              | Professional Engineer |
| Secondary: |           | Method:     | Examination                | Status:            | Active                |
| Issued:    | 2/13/1997 | Expires:    | 12/31/2024                 | Last Renewal Date: | 12/14/2023            |

4.3.2.1 WILLET ENGINEERING, Co. & MATHESON-BALL ASSOCIATES, Inc.—Consultant Registrations

### 4.3.2 Licensing (Continued)

Mechanical & Plumbing Engineer



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

### Licensee Details

#### Licensee Information

Name: Robert Scott Brown

Address:

Cumming GA 30041

#### Primary Source License Information

|            |          |             |                            |                    |                       |
|------------|----------|-------------|----------------------------|--------------------|-----------------------|
| Lic #:     | PE035591 | Profession: | Engineers / Land Surveyors | Type:              | Professional Engineer |
| Secondary: |          | Method:     | Examination                | Status:            | Active                |
| Issued:    | 1/4/2011 | Expires:    | 12/31/2024                 | Last Renewal Date: | 12/19/2023            |

Electrical Engineer



## PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

### Licensee Details

#### Licensee Information

Name: Ronald L Bolden

Address:

Lawrenceville GA 30044

#### Primary Source License Information

|            |           |             |                            |                    |                       |
|------------|-----------|-------------|----------------------------|--------------------|-----------------------|
| Lic #:     | PE005575  | Profession: | Engineers / Land Surveyors | Type:              | Professional Engineer |
| Secondary: |           | Method:     | Examination                | Status:            | Active                |
| Issued:    | 6/14/1965 | Expires:    | 12/31/2024                 | Last Renewal Date: | 12/18/2023            |

4.3.2.1 BOLDEN-WILLIAMS & ASSOCIATES, Inc. & MATHESON BALL & ASSOCIATES, Inc.—Consultant Registrations

## **EXHIBIT "H"**

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

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

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

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

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

The **Stated Cost Limitation** for the Project shall be \$ \_\_\_\_\_,  
which is composed of:

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

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

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

8. The Architect shall provide reasonably reliable cost estimates to the Owner at the following design stages: (1) Preliminary Plans and Specifications stage, (2) 65% completion stage, and (3) Check Set Plans and Specifications stage (95% completion).

9. In the event the Architect's final project cost estimate (at Check Set Plans and Specifications stage) exceeds the **Stated Cost Limitation** for the Project, the Owner may require the Architect, at no additional cost to the Owner, to consult with the Owner and to revise the design so as to enable the Owner to obtain a final cost for the Project at or below the **Stated Cost Limitation**. The Architect acknowledges and agrees that the **Stated Cost Limitation** shall not be exceeded except as provided herein; provided, however, the Architect further acknowledges and agrees that budgetary limitations are never a justification for breach, disregard or circumvention of sound principles of architectural and engineering design. Therefore, the Architect shall take no calculated risks in the design of the Project. The Architect agrees that, in the event that the Architect determines that the Project cannot be designed so as to be fully and finally constructed within the **Stated Cost Limitation** and in keeping with sound principles of design, the Architect will give written notice of such determination immediately, and in no event more than seven (7) days after the Architect makes such a determination, to the Owner and to the GaDOE Facilities Services Unit.
10. The **Stated Cost Limitation** may be amended by written mutual agreement signed by the Owner and the Architect at any time after the Contract between the Architect and Owner is executed. Prior to such amendment, the Architect shall provide the Owner with reliable and verifiable evidence through either internal-Architect estimates, third party estimates, materials supplier quotes, or other industry best management practices standards to establish that an increase in the **Stated Cost Limitation** is warranted and justifiable. The Owner reserves the right to request additional supporting documentation substantiating the need to increase the **Stated Cost Limitation**. The Owner reserves and has the right, in its sole discretion, to refuse to increase the **Stated Cost Limitation**.
11. All plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract by the Architect, or the Architect's consultants, subconsultants, or employees shall be the sole property of the Owner regardless of the stage in which the development of the design has progressed, and shall be delivered to the Owner upon request. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract.
12. The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after execution by the Architect of the "Certificate of Final Completion" indicating final completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

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

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

iii. Comprehensive Commercial General Liability ("CGL") including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$2,000,000, which shall apply on a per-project basis;
- (d) Products and Completed Operations Aggregate: \$1,000,000;
- (e) Personal & Advertising Injury: \$1,000,000;
- (g) Each Occurrence: \$1,000,000;
- (h) Fire Damage (Any one fire): \$50,000; and,
- (i) Medical Expense (Any one person): \$5,000.

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

For such period of time that Professional Liability insurance is required for the Project, as set forth above, the Architect shall provide the Owner with an updated or renewed Certificate of Insurance at least annually, or more frequently if requested by the Owner, showing the required coverage and limits of coverage remain in place.

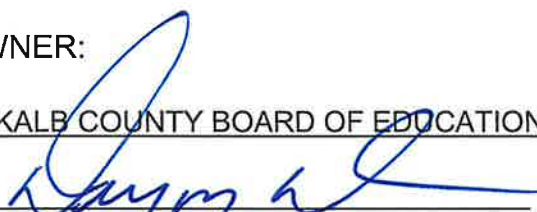
13. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, **at a minimum, inspect work at the Project site** \_\_\_\_\_, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed by an architect or engineer licensed in the State of Georgia. The purpose of such inspections, among other things, shall be to determine the quality and quantity of the work in comparison with the requirements of the contract documents for the Project. In performing such inspections, the Architect shall advise the Owner of: deficient or defective work; real or potential delays in the schedule or the work of the Project; and, requests for payment by the Contractor which could constitute overpayment for work not yet performed or completed. Within three (3) days of each site visit, the Architect shall submit a written report of such site visit which, in addition to the information required by the preceding sentence, shall include and convey any relevant information, comments or recommendations to the Owner.
14. The Architect shall provide Owner a set of "Record Plans and Specifications" within thirty (30) days after execution by the Architect of the "Certificate of Substantial Completion." Such "Record Plans and Specifications" shall include any authorized change orders, actual locations of all utility lines, and any other appropriate information. The drawings shall be presented in a Computer Aided Drafting (CAD) format or other format of the Owner's choice, and the specifications shall be presented in a word processing format of the Owner's choice.
15. The Contract executed between the Owner and the Architect, to which this Mandatory Addendum is a part, shall include a provision for the termination of the Architect's Services (or be deemed to include this Paragraph 15) giving the Owner the rights of (1) termination of the Architect's Services with cause and (2) termination of the Architect's Services without cause. In the event of termination, the Owner shall pay the Architect for the reasonable value of the Architect's Services performed by the Architect prior to the termination. Payment for the Architect's Services rendered prior to termination shall be based on statements properly submitted by the Architect to the Owner and supported by time sheets, invoices and such other supporting documentation that the Owner may

reasonably require; provided, however, that in no event shall the total payment to the Architect exceed an amount equal to the percentage of completion of the Architect's Services for the Project at the time of termination.

16. The Architect shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of Education, 1670 Twin Towers East, 205 Jesse Hill Jr. Drive, SE, Atlanta, Georgia 30334. At the close of the Project, the Architect shall submit an "**Architectural Certification**" form, as provided by the GaDOE, to the Owner. Unless the Architect's services are terminated by the Owner before final completion of the Project, the completion and submittal of this form is required prior to the Owner's release of the final payment to the Architect.
17. All architectural plans and specifications shall bear the signature and seal of the Architect, which shall be licensed to practice in the State of Georgia. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, who shall be licensed to practice in the State of Georgia.
18. A fully executed copy of the Contract between the Owner and the Architect, including a completed copy of this Mandatory Addendum, must be filed with the GaDOE Facilities Services Unit.

OWNER:

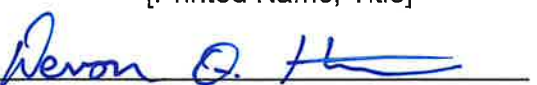
DEKALB COUNTY BOARD OF EDUCATION

By: 

[Signature]

Mr. 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

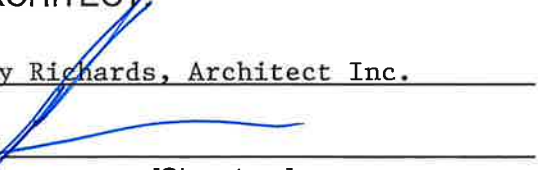
[Printed Address]

11/13/24

[Date of Execution]

ARCHITECT:

Sy Richards, Architect Inc.

By: 

[Signature]

Ken Thrasher

[Printed Name]

President

[Title]

301 E. Church Street, P.O. Box 585

Monroe, Georgia 30655

[Printed Address]

May 21, 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.

351532  
EEV/Basic Pilot Program User Identification Number

April 4, 2012  
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.

Sy Richards, Architect Inc.  
Company Name / Contractor Name

May 21, 2024  
Date

[Signature]  
BY: Signature of Authorized Officer or Agent

May 21, 2024  
Date

President  
Title of Authorized Officer or Agent of Contractor

Ken Thrasher  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
21st DAY OF May, 2024

Kimberly Nicholson  
Notary Public  
My Commission Expires: August 20, 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 Sy Richards, Architect 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.

126247  
EEV/Basic Pilot Program User Identification Number

October, 2010  
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  
BY Authorized Officer or Agent

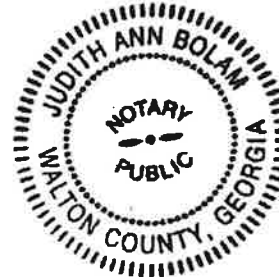
May 21, 2024  
Date

Bolden-Williams & Associates, Inc.  
(Subcontractor 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  
21<sup>st</sup> DAY OF May, 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 Sy Richards, Architect 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.

69324  
EEV/Basic Pilot Program User Identification Number

November 2007  
Date of Authorization

N/A

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



BY: Authorized Officer or Agent

05/22/2024  
Date

Breedlove Land Planning, Inc.  
(Subcontractor Name)

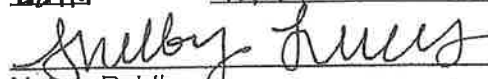
President

Title of Authorized Officer or Agent of Subcontractor

Hugh O. Brown, Jr.

Printed Name of Authorized Officer or Agent

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

  
Notary Public  
My Commission Expires: March 23, 2027



## EXHIBIT "J"

### SUBCONTRACTOR AFFIDAVIT

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with Sy Richards, Architect 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

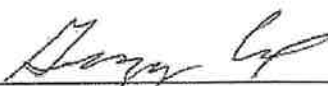
(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit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

125452  
EEV/Basic Pilot Program User Identification Number

June 6, 2008  
Date of Authorization

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

  
BY: Authorized Officer or Agent

5/21/2024  
Date

Matheson-Ball & Associates, Inc.  
(Subcontractor Name)

President  
Title of Authorized Officer or Agent of Subcontractor

Gregg Cox  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
21st DAY OF May, 2024

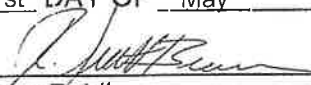
  
Notary Public  
My Commission Expires: June 28, 2026



**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 Sy Richards, Architect 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

03/02/09

Date of Authorization

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



BY: Authorized Officer or Agent  
Willett Engineering Company, Inc

(Subcontractor Name)  
President

Title of Authorized Officer or Agent of Subcontractor  
Brandon J Hoffman

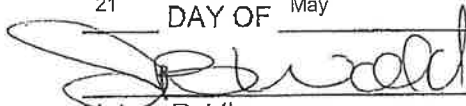
Printed Name of Authorized Officer or Agent

5/21/2024

Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

21 DAY OF May, 2024



Notary Public

My Commission Expires: 3/16/2027

