

APPENDIX I
STANDARD FORM OF CONTRACT
FOR ARCHITECTURAL SERVICES
(STATE CAPITAL OUTLAY PROJECTS)
BETWEEN THE
DEKALB COUNTY BOARD OF EDUCATION
AND THE ARCHITECT

Architect: CDH Partners, Inc.

Architect Address: 3330 Cumberland Blvd., SE, Ste. 100
Atlanta, GA 30339

Project Name: Stoneview Elementary School Facility
Upgrades

Project Address: 2629 Huber Street
Lithonia, Georgia 30058

Project No.: 355-423

Solicitation No.: RFQu No. 21-752-003

Cost Code: SP5FACCON.35535.ARCHITECT

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CONTRACT FOR ARCHITECTURAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **CDH Partners, Inc.** (the "Architect"). This Contract shall be effective on the date executed by the last party to execute it.

The architectural services required by this Contract are to be rendered for a construction project identified as **Stoneview Elementary School Facility Upgrades** (the "Project").

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 Architect agree:

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to execute this Contract and recognizing that Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Contract or implied by operation of law, the Architect, by executing this Contract, makes the following express representations to the Owner:

1.1 The Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project;

1.2 The Architect has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties hereunder have been fully satisfied;

1.3 The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

1.4 The Architect shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations; and

1.5 The Architect assumes full responsibility to the Owner for the improper acts and omissions of Architect's consultants or others employed or retained by the Architect in connection with the Project.

ARTICLE 2

PRELIMINARY CONSULTATION, EXAMINATION AND REPORT

Prior to the preparation of the Schematic Design as required by Article 3 below, the Architect shall first consult in detail with the Owner, and shall carefully examine any information provided by the Owner concerning the Owner's policies, purposes, concepts, objectives, desires, and design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements, and any other information provided by the Owner concerning the Owner's criteria for the Project (collectively, all of the foregoing information may be referred to as the "Owner's Criteria"). Following such examination, and in no event later than ten (10) calendar days after the effective date of this Contract, the Architect shall prepare and submit to the Owner a written report detailing the Architect's budgetary, operational, or other problems or recommendations which may result from the Owner's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate; addressing each of such identified problems.

ARTICLE 3

PRELIMINARY DESIGN AND PRICE ESTIMATES

3.1 After reviewing with the Owner the written report required by Article 2 above, agreeing upon any proposed solutions to identified problems resulting from the Owner's Criteria, the Architect shall draft and submit to the Owner a "Schematic Design" for the Project per RFQu Appendix H: Owner's Master Schedule. The Schematic Design shall be consistent with the Owner's Criteria, as, and if, modified, and shall include as a minimum the information outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements. This includes:

3.1.1 Schematic Design Drawings

3.1.2 Preliminary Outline of Specifications

3.1.3 Cost Estimate as described in Article 3.2 below

3.1.4 Written description of major components of the Design

3.1.5 Any other documents or things necessary or appropriate to describe and depict the Preliminary Design and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

3.2 Upon completion of the Schematic Design and as part of the Schematic Design submittal, the Architect shall submit to the Owner in writing, its preliminary estimate for constructing the Project. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents (CD), the Architect shall update and refine the preliminary estimate of the contractor's anticipated price for constructing the Project. At a minimum, the Architect shall submit to the Owner in writing its updated and refined estimate per the requirements outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements. The Architect shall advise the Owner of any adjustments to previous estimates for constructing the Project. If at any time the Architect's estimate for constructing the Project

exceeds the Owner's Stated Cost Limitation (SCL) by more than 5%, the Architect shall make appropriate revisions to the Design Documents to bring the cost within the SCL. These revisions will be performed by the Architect at no additional cost to the Owner. The Architect will also be responsible for creating a Recovery Schedule to complete the design per the original Design Schedule.

3.3 In preparing estimates of the contractor's anticipated price for constructing the Project, the Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction acceptable to Owner are to be included in the Construction Documents (CD); to make reasonable adjustments in the scope of the Project acceptable to Owner and to include in the Design for Construction alternate bids acceptable to Owner as may be necessary to adjust the estimated contractor's anticipated price for constructing the Project to meet the Owner's budget.

3.4 Upon completion and submittal of the Schematic Design and the Preliminary Estimate, the Owner, the Owner's Representatives, and other parties as deemed necessary will review the documents for general compliance with the Owner's design criteria described in Article 2 of this Contract. The Architect will participate in a Design Review Meeting at the end of the design review period and, once in agreement with the proposed comments/ revisions, will proceed to the 50% Construction Drawings Phase, where he will promptly incorporate the agreed upon comments/ revisions into the Design Documents.

3.5 After reviewing with the Owner the design review comments identified in 3.4 above, and agreeing upon any proposed solutions to identified problems resulting from the review, the Architect shall draft and submit to the Owner a " 50% Construction Drawings" submittal for the Project per RFQu Appendix H: Owner's Master Schedule. The 50% Construction Drawings submittal shall be consistent with the Owner's Criteria, as, and if, modified, and shall include as a minimum the information outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements.: This includes:

3.5.1 50% Construction Drawings

3.5.2 Initial Draft of Specification Manual

3.5.3 Cost Estimate as described in Article 3.2 above

3.5.4 Any other documents or things necessary or appropriate to describe and depict the 50% Construction Drawings Concepts and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

ARTICLE 4

CONSTRUCTION DOCUMENTS

4.1 Upon written direction from the Owner, after reviewing with the Owner the 50% Construction Drawings Submittal required by Article 3 above, and after incorporating any changes or alterations authorized or directed by the Owner with respect to the 50% Construction Drawings Submittal or with respect to the Owner's Criteria, as, and if, modified, , the Architect shall draft and

submit to the Owner the "Construction Documents (CD)" in the phased submittals outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements and RFQu Appendix H: Owner's Master Schedule. The Construction Documents shall include plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for construction of the Project. In preparing the Construction Documents, including without limitation any changes thereto, the Architect shall, as and when necessary, file and review all plans and specifications with all departments, divisions and offices of the State of Georgia and of DeKalb County having jurisdiction and requiring such filing or review, including without limitation the State of Georgia Department of Education, State of Georgia Environmental Protection Division, DeKalb County Building Department, DeKalb County Development Department and DeKalb County Fire Marshall, and incorporate all required review comments into the plans and specifications. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's Criteria), and memoranda of policy furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. The services required of the Architect under this Contract do include, without limitation, an Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services required by law or otherwise necessary to provide permittable drawings and specifications.

4.2 All plans and specifications shall bear the signature and seal of the Architect. Structural, electrical, and mechanical plans and specifications shall also bear the signature and seal of the respective engineers, licensed in the State of Georgia. Five (5) sets of all plans, sized 30" x 42", and specifications, properly signed and sealed, shall be furnished to the Owner at every submittal stage. In addition:

4.2.1 Architect shall provide Owner with all final plans on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000;

4.2.2 Drawings will be posted on the District's Project Management software Oracle's "Contract Manager System" (CMS) using an Owner supplied license, as follows:

4.2.2.1 Preliminary Consultation and Examination Report – Posted on CMS as a PDF file.

4.2.2.2 Schematic Design Submittal – Drawings posted as one PDF file, specifications posted as one PDF file, additional reports posted as PDF files.

4.2.2.3 Construction Documents – 50% same as 4.2.2.2

4.2.2.4 100% Construction Documents – Each drawing and specification section is to be posted as a separate PDF file.

4.2.3 Architect shall provide Owner with 11" x 17" prints of the final site plan, grading plan, staking plan, and overall floor plan; and

4.2.4 The maximum drawing sheet size shall be 30" x 42".

4.2.5 If the Project involves construction to an existing school structure, Architect shall create and submit to Owner an evacuation plan for use during construction. If the Project has more than one Phase, Architect shall provide an evacuation plan specific to each Phase of construction. Any such evacuation plan created by the Architect for the Project shall be submitted to and subject to approval by the DeKalb County Fire Marshall. The Architect shall supplement any evacuation plan as required and necessary.

4.3 The Architect is responsible for the calculating in detail of all structural, mechanical, and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

4.3.1 to confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, and masonry walls; and

4.3.2 to confirm that there has been ample provision in the mechanical work for expansion and contraction.

4.4 The Architect shall design all buildings in such manner that, if such buildings are constructed in accordance with the construction contract between the Owner and contractor (hereinafter "Construction Contract"), such buildings will be free from leaks.

4.5 The Architect agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Architect shall take no calculated risks in the design of the work. The Architect agrees that in the event it cannot design the work within the Owner's financial limitations without disregarding sound principles of design or in the event the Architect is requested by any person, agency, or public body to make any changes involving quality or quantity of the work, Architect shall give written notice to the Owner and obtain written direction from the Owner before proceeding.

4.6 The Architect acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design and that the Owner, therefore, assumes no responsibility for design. The Architect acknowledges and agrees that the review of plans and specifications by the Owner is limited to determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into the adequacy, fitness, suitability, or correctness of engineering or architectural design. The Architect agrees that no review of plans and specifications by the Owner or by any person, body, or agency shall relieve Architect of the responsibility for the adequacy and correctness of architectural and engineering design and for designing the work in accordance with sound and accepted engineering and architectural principles.

4.7 The Architect shall create and provide to Owner a list of the plans, specifications and other documents constituting the 100% Construction Documents (the "Design Document List"). The Architect shall update the Design Document List and provide such updates to the Owner and the contractor as and when Owner authorized addenda, Change Orders, or other Owner authorized revisions to the Design for Construction are issued. The Architect shall ensure that the Design Document List is at all times accurate, complete and current; taking into account all Owner authorized changes to the Construction Contract.

ARTICLE 5

FINAL PRICE ESTIMATE

Contemporaneously with the submission of the 50% Construction Documents, the Architect shall submit to the Owner in writing its final estimate for constructing the Project. The final estimate for constructing the Project shall be prepared and submitted in accordance with the requirements of paragraphs 3.2 and 3.3 above. Once submitted, the final price estimate shall not be increased or decreased by the Architect unless the Construction Documents are changed upon authorization by the Owner. In such event the final price estimate shall be adjusted by the Architect to reflect any increase or decrease in estimated price resulting from the change in Construction Documents.

ARTICLE 6

EXCEEDING AN ESTABLISHED STATED COST LIMITATION

Prior to the Architect starting the Preliminary Design, the Owner may establish and communicate to the Architect a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the "Stated Cost Limitation"). In the event the Architect's final anticipated price estimate as required by Article 5 exceeds the Stated Cost Limitation, or in the event the lowest bid or guaranteed maximum price or negotiated proposal from a qualified contractor exceeds the Stated Cost Limitation, the Owner may require the Architect, at no cost to the Owner, to consult with the Owner and to revise the Design for Construction so as to obtain a bid price or proposal at or below the Stated Cost Limitation. Absent clear and convincing evidence of gross negligence of the Architect in making its final anticipated price estimate or in designing the Project without regard to the Stated Cost Limitation, providing such revisions shall fulfill the Architect's liability to the Owner in connection with the Stated Cost Limitation.

ARTICLE 7

DUTIES, OBLIGATIONS AND RESPONSIBILITIES AFTER DESIGN

7.1 The Architect shall assist the Owner in obtaining bids or proposals and in tabulating bids and assessing the qualifications of bidders.

7.2 During construction of the Project, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities;

7.2.1 In addition to its duties, obligations and responsibilities set forth in the following paragraphs of this Article 7, the Architect shall have and perform those duties, obligations and responsibilities of the Architect set forth in the Construction Contract. The Architect hereby acknowledges that it has received, reviewed and studied a true and correct unexecuted copy of the form of the Construction Contract and same is herein incorporated by reference. Copies of the Owner's forms of the Construction Contracts are available for review on the Owner's website. Any changes to the form of Construction Contract made by the Owner shall be enforceable under this Contract unless such change is inconsistent with this Contract and the Architect specifically objects to such change, in writing, not later than five (5) days from the Architect's receipt of such change;

7.2.2 The Architect shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of the Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from the Owner to the contractor shall be given to the contractor by the Architect;

7.2.3 Upon receipt, the Architect shall carefully review and examine the contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect may require from the contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is inadequate, the Schedule of Values shall be returned to the contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the contractor;

7.2.4 The Architect shall inspect the work of the contractor whenever and wherever necessary, including without limitation, within 24 hours of the Owner's request, and shall, at a minimum, inspect work at the Project site no less frequently than once per week. Such inspections shall be performed personally by a principal of the Architect's firm, licensed in the State of Georgia, at least once per month. The Architect shall require its consultants to participate in such inspections and to generate written reports within three (3) business days thereof with respect to their respective disciplines periodically as necessary to protect the Owner. A copy of any such written report shall be provided to Owner within three (3) business days of receipt by Architect. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. While performing such inspections, the Architect shall protect the Owner from deficient or defective work, from unexcused delays in the schedule and from requests for payment which could result in overpayment to the contractor. Within three (3) days of each inspection the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner;

7.2.4.1 In addition to any other inspections required by this Contract, the Architect, through its consultant(s) as applicable, shall timely inspect the installation of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.2 In addition to any other inspections required by this Contract, the Architect, through its consultant(s) as applicable, shall timely perform such inspections as are required by the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.3 The Architect, through its consultant(s) as applicable, shall perform the duties, obligations and responsibilities of the "design professional" under the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit. As used in the immediately preceding sentence, the term "design professional" shall have

the meaning ascribed to it in the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.4 Excepting only the preparation of the Erosion, Sedimentation and Pollution Control Plan referred to in paragraph 4.1, the inspections referred to in paragraphs 7.2.4.1 and 7.2.4.2, and the performance of the duties, obligations and responsibilities of the "design professional" referred to in paragraph 7.2.4.3, the Architect shall ensure that the construction contractor provides, satisfies or otherwise complies with all requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.5 The Architect shall initially approve periodic and final payments owed to the contractor under the Construction Contract predicated upon inspections of the work as required in paragraph 7.2.4 hereinabove and evaluations of the contractor's rate of progress in light of the remaining Contract Time and shall issue to the Owner Approvals of Payment in such amounts. By issuing an Approval of Payment to the Owner, the Architect reliably informs the Owner that the Architect has made the inspection of the work required by paragraph 7.2.4 above, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the Owner is obligated to make payment to the contractor of the amount approved;

7.2.6 The Architect shall promptly provide appropriate interpretations of the Contract Documents as to not delay the critical path of the project schedule and for the proper execution of the work after receiving a written request for information or other written inquiry from the Owner or the Contractor;

7.2.7 The Architect shall reject in writing any work of the contractor which is not in strict compliance with the Construction Contract unless directed by the Owner, in writing, not to do so;

7.2.8 The Architect shall require inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;

7.2.9 The Architect shall receive and promptly examine, study, and approve, or otherwise respond to, the contractor's shop drawings and other submittals. Approval by the Architect of the contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is in conformance with the Construction Contract;

7.2.10 The Architect shall receive and promptly examine and promptly consult with and advise the Owner concerning requests for Change Orders from the contractor. Upon request by the Owner, the Architect shall draft Change Orders, whether initiated by the Owner, or by the contractor and approved by the Owner, in accordance with the Construction Contract. No change in the Construction Contract, such as the price, the work, or the time for completion, may be made without the written consent of the Owner

7.2.10.1 The Architect may, with the prior approval of the Owner, authorize or direct minor changes in the work which are consistent with the intent of the Construction Contract and do not involve a change in: the price of the Construction Contract; the time

for construction; the Project scope; aesthetics; visual concepts; or approved design elements. Such minor changes shall be issued by written field order.

7.2.10.2 The Architect shall timely administer and manage all Change Order requests and Change Orders, and shall maintain appropriate records relative to Change Orders, including, without limitation, a log of all Change Order requests and proposals, all actions taken thereon, the dates thereof, the estimated and actual amounts of Change Orders;

7.2.10.3 The Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, Change Order requests and Change Orders;

7.2.10.4 The Architect shall review all Change Order requests or proposals submitted, and, within ten (10) days after receipt thereof, or more expeditiously if necessary to avoid delay to the construction schedule, the Architect shall advise Owner in writing as to:

1. the description and nature of the proposed change and by whom the change has been requested;
2. the cause of the proposed change and whether the proposed change is due to error or omission, unforeseen conditions, owner requested change or other cause;
3. the necessity of the proposed change;
4. the purpose of the proposed change;
5. the advantages and disadvantages of the proposed change;
6. the likely cost of the proposed change;
7. the likely effect on the construction schedule of the issuance or non-issuance of the proposed Change Order;
8. all other impacts and problems that may result from the issuance or non-issuance of the proposed Change Order;
9. any reasonable alternatives to the proposed change; and
10. the course of action recommended by the Architect.

7.2.11 The Architect shall require its consultants to participate in inspections of the Project regarding the determination of whether Substantial Completion has been achieved and the determination of whether Final Completion has been achieved, and shall require each consultant to prepare a written listing of those items, if any, yet to be finished, copies of which shall be furnished to the Owner together with the Architect's written listing of items, if any, yet to be finished. Based upon inspections of the Project, the Architect shall certify in writing to the Owner the fact that, and the date upon which, the contractor has achieved Substantial Completion of the Project and the date upon which the contractor has achieved Final Completion of the Project.

If the Project is divided into two or more Phases, each Phase is described in more detail in RFQu Appendix B: Design Review – Minimum Submittal Requirements. In the event the Project is divided into Phases, the Architect shall require its consultants to participate in inspections of each Phase of the Project regarding the determination of whether Substantial Completion has been achieved for such Phase and determination of whether Final Completion for such Phase has been achieved, and shall require each consultant to prepare a written listing of those items, if any, yet to be finished, copies of which shall be furnished to the Owner together with the Architect's written listing of items, if any, yet to be finished. Based upon inspections of the Project, the Architect shall certify in writing to the Owner the fact that, and the date upon which, the contractor has achieved Substantial Completion of each Phase of the Project and the date upon which the contractor has achieved Final Completion of each Phase of the Project.

7.2.12 The Architect shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the contractor;

7.2.13 The Architect shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner, and the Architect shall make available to the Owner any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project;

7.2.14 The Architect shall review any as-built, or record, drawings furnished by the contractor and shall certify to the Owner that same are adequate and complete. The Architect shall update the Final Construction Documents to reflect the as-built or record documents furnished by the contractor. The Architect shall provide the Owner with the updated As-Built Final Construction Documents as per Article 4.2.

7.2.15 The Architect shall be responsible for any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both. The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both;

7.2.16 It shall be the responsibility of the Architect to utilize its position as Architect to ascertain whether the contractor is performing the Construction Contract in strict compliance with the requirements of the Contract Documents. The Architect promptly shall provide the Owner with written notice in the event that the contractor is not performing the Construction Contract in strict compliance with the requirements of the Contract Documents, with such notice identifying the non-compliant work and recommending a course of action to be taken by the Architect or the Owner, or both; and,

7.2.17 Once site work begins, the Architect shall attend a job site progress meeting at least once every two weeks.

7.3 Prior to the Project being substantially complete, the Architect shall have and perform the following duties, obligations, and responsibilities;

7.3.1 Assemble a furniture bid package and provide copies as needed to the Owner's staff for issuance to vendors. The bid package shall consist of the spreadsheet of all the furniture required for each space, a keyed floor plan labeling the location and quantity of each product, and specifications for each product. The floor plan shall be keyed back to the spreadsheet.

7.3.2 Assist Owner with bid tabulation as needed and coordinate with Owner to ensure timely ordering and delivery of furniture in coordination with the construction schedule.

7.3.3 Assist Owner by tracking the furniture order and periodically providing updates on the status of the order.

7.3.4 Coordinate the furniture delivery with the construction schedule to ensure timely delivery and installation of furniture. Confirm that furniture is installed after all construction activities, including punch list work and ensure the furniture is not damaged by construction activities.

7.3.5 Conduct a Substantial Completion inspection of all furnishings, fixtures and equipment and prepare a punch list. Review project for final acceptance to confirm punch list completion prior to project being turned over the Owner.

7.3.6 During FF&E warranty period the Architect shall review all problems, issues, and/or concerns as they relate to the FF&E phase for one-year duration from Substantial Completion and will follow-up with the vendors, as required, for all remedial actions.

7.3.7 Approve all furniture invoices and submit to Owner for payment.

ARTICLE 8

INDEMNITY

To the fullest extent permitted by law, the Architect 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, arising out of, or resulting from, the services of the Architect. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Architect, the Architect shall defend such allegations through counsel chosen by the Owner and the Architect shall bear all costs, fees, expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The Architect shall not be required to indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the negligence of the Owner.

ARTICLE 9

SCHEDULE

Time is of the essence in the performance of this Contract. Within the RFQu and now as an integral part of this Contract, the Architect has been provided a detailed schedule for completing the Contract Documents as provided in Articles 3 and 4 of this Contract (See RFQu Appendix H: Owner's Master Schedule). The Design Schedule shall constitute the schedule for performance by the Architect of its duties hereunder, and shall not, except for good cause, be exceeded by the Architect. Not less frequently than monthly (unless the parties otherwise agree in writing) Architect shall update the Design Schedule to show actual progress and provide a copy to the Owner. Should Architect, at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the Owner in writing. In such notice, the Architect shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay.

ARTICLE 10

PERSONNEL AND CONSULTANTS

10.1 The Architect shall assign only qualified personnel to perform any service concerning the Project. The Architect's 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 this Project. At the time of execution of this Contract, the parties anticipate that the following named individuals will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Melissa Cantrell</u>	<u>Principal in Charge</u>
<u>Andrew Savage</u>	<u>Project Manager</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the Architect or its consultants, they shall perform the functions indicated next to their names.

10.2 Owner shall have the right, but not the obligation, to review the consultants being considered for this Project prior to the Architect entering into a subcontract with such consultant. Architect shall not enter into a subcontract with an intended consultant with reference to whom Owner objects in writing. Any objection, lack of objection, or consent by Owner shall in no way relieve Architect of any of its duties or warranties under the Contract. Identified below are the

Architect's proposed consultants for the disciplines stated, and such proposed consultants shall not be changed by Architect without the Owner's prior written consent:

Civil:	<u>Eberly & Associates</u>
Structural:	<u>PES Engineering</u>
Mechanical:	<u>Johnson, Spellman, and Associates</u>
Plumbing:	<u>Johnson, Spellman, and Associates</u>
Electrical:	<u>Johnson, Spellman, and Associates</u>
Kitchen Consultant:	<u>Johnson, Spellman, and Associates</u>

All consultants retained by the Architect in connection with the services required by this Contract shall be retained at the Architect's sole cost and expense.

Architect shall coordinate with all appropriate and applicable consultants to schedule review sessions with Owner's representatives as identified in RFQu Appendix B: Design Review – Minimum Submittal Requirements and RFQu Appendix H: Owner's Master Schedule. Architect shall ensure that all meeting participants have allotted at least six (6) hours for such review sessions. Upon completion of a review session, the Architect will incorporate the comments agreed to in the Design Review Meeting prior to the next submittal for review.

ARTICLE 11

PAYMENTS

For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Architect shall be paid as follows:

11.1 The Architect shall be paid for those services required by this Contract the sum of Two Hundred Seventy Thousand Six Hundred Forty-One Dollars (\$270,641.00), allocated in the following manner:

A. Preliminary Consultation/ Examination Report	\$ <u>13,532.05</u>
B. Schematic Design Phase	\$ <u>40,596.05</u>
• Provide items identified in Appendix B	
C. Design Development Phase	\$ <u>54,128.20</u>
• Provide items identified in Appendix B	

D. Construction Document Phase:

30% complete CD phase \$ 36,536.54

- 30% complete drawings
- Detailed specification manual
- Detailed cost estimate

80% complete CD phase \$ 60,894.23

Design documents per Appendix B

- Detailed specification manual
- Detailed cost estimate
- Fire Marshall review
- Submittal to GA DOE

100% Complete CD Phase \$ 24,357.69

- Design documents per Appendix B
- Detailed specification manual
- Submittal for permitting
- Fire Marshall review
- Submittal to GA DOE

Sub-consultants \$ Included in FEE

**Construction Administration Services
(Minimum of 15% of Fee Required)** \$ 40,596.15

FF&E Services \$ N/A

Reimbursable Expenses \$ Included In Fee

Total Lump Sum for Stoneview Elementary School \$ 270,641.00

11.2 For additional engineering or consultant services actually, reasonably and properly hired by the Architect to perform any such duties, obligations and responsibilities, the Architect shall be reimbursed for the cost actually, reasonably and properly incurred by the Architect for such services.

(a) For the number of hours actually, reasonably and properly expended by Architect's personnel in the performance of such duties, obligations and responsibilities other than those services required by this Contract, Architect shall be paid at the applicable hourly rate set forth below opposite the title/position of such personnel performing such services:

Title/Position	Hourly Rate
Principal:	\$ <u>210</u> per hour
Director:	\$ <u>155</u> per hour
Project Architect:	\$ <u>110</u> per hour
Project Manager:	\$ <u>110</u> per hour
Project Coordinator:	\$ <u>100</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>90</u> per hour
Technical Staff:	\$ <u>110</u> per hour

Contract Administrator:	\$ 85 per hour
Clerical:	\$ 50 per hour
Estimator:	\$ 85 per hour
Scheduler:	\$ 90 per hour
Designer:	\$ 85 per hour
CADD:	\$ 65 per hour
Civil Engineer	\$ 110 per hour
Junior Civil Engineer	\$ 75 per hour
Structural Engineer	\$ 115 per hour
Junior Structural Engineer	\$ 90 per hour
Mechanical Engineer	\$ 117 per hour
Junior Mechanical Engineer	\$ 90 per hour
Electrical Engineer	\$ 117 per hour
Junior Electrical Engineer	\$ 90 per hour
Fire Protection Engineer	\$ 115 per hour
Junior Fire Protection Engineer	\$ 90 per hour
FF&E Coordinator	\$ 80 per hour
Others as appropriate	\$ _____ per hour

11.2.1 For the avoidance of doubt, the services required of the Architect by this Contract do not include, unless otherwise amended to the contrary:

- (a) flood plain study and delineation;
- (b) wetlands study and delineation;
- (c) offsite utility system design;
- (d) domestic and fire water wells, towers or pressure booster systems design;
- (e) civil engineering services, studies, drawings/specifications required for off-site road developments/improvements required by DeKalb County Public Works or Georgia Department of Transportation;
- (f) interior design services other than color selections.

11.3 All expenses of the Architect, including but not limited to transportation, long-distance calls, and the actual cost of copying and postage or other reasonable mode of transmission of plans, specifications, and other Project documents, are included in the amount to be paid to the Architect pursuant to Article 11.1 and all such expenses shall be paid by the Architect without reimbursement from the Owner.

11.4 If the Architect's duties, obligations and responsibilities are materially changed through no fault of the Architect after execution of this Contract, compensation due to the Architect shall be equitably adjusted, either upward or downward;

11.5 As a condition precedent for any payment due under this Article 11, the Architect shall submit monthly to Owner, unless otherwise agreed in writing by the Owner, an invoice requesting payment for services properly rendered and expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to paragraphs 11.2 or 11.4 hereinabove,

and the person(s) rendering such service. The Architect's invoice shall be in such form and content and shall be accompanied by such supporting documentation or data as the Owner may require. If payment is requested for services rendered by the Architect pursuant to paragraph 11.1 hereinabove, the invoice shall additionally reflect the allocations as provided in said paragraph and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Architect, which signature shall constitute the Architect's representation to the Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment shall further constitute the Architect's representation to the Owner that, upon receipt by the Owner of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full;

11.6 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amount previously paid to the Architect, to protect the Owner from loss, or risk of loss, because of any one or more of the following: (i) Services that are defective and not remedied by the Architect nor, in the opinion of the Owner, likely to be remedied by the Architect; (ii) claims, or potential claims, of third parties against the Owner or the Owner's property or third party property; (iii) failure by the Architect to pay subconsultants or others in a prompt or proper fashion; (iv) damage to the Owner or to a third-party to whom the Owner is, or may be, liable; or, (v) "premium costs" incurred by the Owner on account of any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s) or both. As used in paragraph 11.6(v), the term "premium costs" means costs that would not have been incurred if such drawings, specifications or other documents had been prepared free of any errors, omissions, deficiencies, inconsistencies or conflicts;

11.7 The Owner shall make payment to the Architect of all sums properly invoiced under the provisions of this Article 11 within thirty (30) days of the Owner's receipt of such invoice.

ARTICLE 12

PROJECT RECORDS

All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Architect or the Architect's consultants, shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Architect and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Architect in its performance under said Contract. The Architect shall maintain and protect these records for no less than ten (10) years after final completion of the Project, or for any longer period of time as may be required by applicable law or good architectural practice.

ARTICLE 13

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

The Owner shall have and perform the following duties, obligations and responsibilities to the Architect:

13.1 The Owner shall provide the Architect with all information requested by Architect and in Owner's possession, including the Owner's Criteria;

13.2 The Owner shall review any documents provided by or through the Architect requiring the Owner's decision, and shall make any required decisions;

13.3 The Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;

13.4 As may be mandated by law or called for by the Construction Contract, the Owner shall, at its own expense, provide for all required tests, inspections, filings, studies or reports (except for those tests, inspections, filings, studies or reports expressly required of the Architect, its consultants, or both, by this Contract);

13.5 In the event the Owner learns of any failure to comply with the Construction Contract by the contractor, or of any errors, omissions or inconsistencies in the work product of the Architect, and in the further event that the Architect does not have notice of same, the Owner shall inform the Architect;

13.6 The Owner shall afford the Architect access to the Project site and to the work as may be reasonably necessary for the Architect to properly perform its services under this Contract;

13.7 The Owner shall perform its duties set forth in this Article 13 in a timely manner;

13.8 Except for documents requiring the Owner's decision as set forth in paragraph 13.2 above, the Owner's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The review of such documents shall not relieve the Architect of its responsibility for the accuracy, adequacy or coordination of its work product.

ARTICLE 14

APPLICABLE LAW

The law applicable to this Contract is the law 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. Architect 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 15

OWNERSHIP OF THE PRELIMINARY DESIGN AND THE CONSTRUCTION DOCUMENTS

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 this Project by the Architect and its consultants. The Architect and its consultants agree and shall be deemed to have prepared their respective Instruments of Service as architectural works as defined in 17 U.S.C. §§ 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.

Upon execution of this Agreement, the Architect 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 Agreement. The Architect shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Agreement. The Architect warrants (and shall cause each of the Architect's consultants to warrant also) that this transfer of copyright and other rights is valid against the world.

The Architect 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 Architect. However, the Architect will retain all rights to any pre-existing intellectual property or standard construction details or conventions contained in the Instruments of Service.

The Owner hereby grants to the Architect a nonexclusive license to reproduce such documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs for the Architect's marketing materials provided that the content of those materials, as to this 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. The Architect's materials shall not include the Owner's confidential or proprietary information.

ARTICLE 16

SUCCESSORS AND ASSIGNS

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, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 17

NO THIRD PARTY BENEFICIARIES

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

ARTICLE 18

ERRORS AND OMISSIONS INSURANCE

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 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.

18.1 Within five days after the execution of this Contract the Architect shall file with the Owner and the GaDOE Facility Services Unit a valid Certificate of Insurance showing the Architect is then insured with Professional Liability (Errors and Omissions) Insurance with limits not less than the following:

- a. For Projects with a **Stated Cost Limitation** of more than \$30,000,000:
 - i. For the Architect - \$3,000,000 per claim and \$4,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$2,000,000 per claim and \$3,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$2,000,000 in aggregate coverage.
- b. For Projects with a **Stated Cost Limitation** of \$20,000,000 up to \$30,000,000:
 - i. For the Architect - \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$2,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- c. For Projects with a **Stated Cost Limitation** of less than \$20,000,000:
 - i. For the Architect - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

18.2 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.

18.3 The coverage provided herein shall contain an endorsement providing thirty (30) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

ARTICLE 19

OTHER INSURANCE

The Architect shall also maintain insurance in accordance with the requirements of Exhibit C attached hereto and incorporated herein by reference.

ARTICLE 20

TERMINATION

20.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

20.2 This Contract may be terminated by the Owner without cause upon seven (7) days written notice to the Architect. In such event, the Owner shall pay the Architect for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Architect shall promptly submit to the Owner its invoice for final payment which invoice shall comply with the provisions of Article 11.

ARTICLE 21

COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER

21.1 In the event the Owner gives the Architect written notice that Owner will employ the services of a program manager or construction manager, then the terms of this Article 21 shall apply to the services provided by the Architect.

21.2 In the event the Owner gives the Architect 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".

21.3 The Architect shall fully cooperate with the Owner's program manager ("Program Manager") and, if applicable, the 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.

21.4 The Architect 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, Architect 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 Architect

hereinabove, the Architect's role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.

21.5 The Architect 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 Architect'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 22

PROHIBITION AGAINST CONTINGENT FEES

The Architect 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 he 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 23

ASBESTOS STATEMENT

The Architect shall sign and deliver to the Owner the Asbestos Statement of Declaration, attached hereto as Exhibit C, or in such other form as may be required by the Georgia Department of Education, at such time as the Owner may require.

ARTICLE 24

MANDATORY ADDENDUM TO THE OWNER/ARCHITECT CONTRACT

Pursuant to the requirements of the Georgia Department of Education, the "Mandatory Addendum to the Owner/Architect Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds" attached hereto as Exhibit B is hereby incorporated herein and made a part hereof.

ARTICLE 25

ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Architect.

ARTICLE 26

MISCELLANEOUS

26.1 Throughout the performance of its duties under this Contract, the Architect 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, 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.

26.2 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

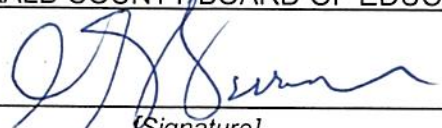
26.3 In addition to, and not in limitation of, the Architect's other obligations under this Contract, the Architect shall, without additional compensation, promptly assist the Owner in resolving any problems arising out of, resulting from or relating to the design of the Project or the materials or equipment specified by the Architect or its consultant(s).

26.4 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 Architect's services, the Architect 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 Architect 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 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.

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 

[Signature]

^B
Mrs. Vickie Turner, Board Chairperson
[Printed Name, Title]

By: 

[Signature]

Mrs. Cheryl Watson-Harris, Superintendent
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

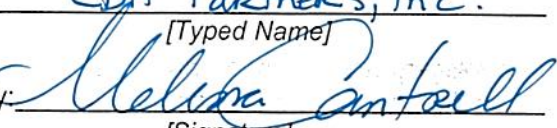
2/25/21
[Date of Execution]


D. Benjamin Estill, II, Chief Operating Officer

ARCHITECT:

CDH Partners, Inc.

[Typed Name]

By: 

[Signature]

Melissa Cantrell, President
[Printed Name, Title]

3330 Cumberland Blvd. SE, Ste 100
Atlanta, GA 30339
[Printed Address]

02/02/2021
[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

Request for Qualifications RFQu No. 21-752-003, dated August 27, 2020

Addendum No. 1 Dated September 2, 2020

Attachments:

None.

Addendum No. 2 Dated September 14, 2020

Attachments:

- A. Stoneview Elementary School Facility Upgrades
Mandatory Pre-Submittal Conference Meeting Minutes (4 Pages)
- B. Stoneview Elementary School Facility Upgrades
Mandatory Pre-Submittal Conference Sign-In Sheet (6 Pages)

Addendum No. 3 Dated September 28, 2020

Attachments:

None.

Addendum No. 4 Dated September 30, 2020

Attachments:

- 1. Professional A/E Services for Stoneview Elementary School Facility Upgrades
Revised Attachment K: RFQu Delivery Label (1 Page)
- 2. Professional A/E Services for Stoneview Elementary School Facility Upgrades
Stoneview ES Drawings Dated 12.15.15 (16 Pages)
- 3. Professional A/E Services for Stoneview Elementary School Facility Upgrades
AHERA Asbestos Inspection Report Stoneview ES Dated 1.27.14 (130 Pages)
- 4. Professional A/E Services for Stoneview Elementary School Facility Upgrades
RFC No. 1 (5 Pages)

EXHIBIT "B"

Mandatory Addendum to the Owner/Architect Contract For Projects Funded in Whole or in Part with State Capital Outlay Funds

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 \$ 3,608,550.00 , 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:

- a. For Projects with a **Stated Cost Limitation** of more than \$30,000,000:
 - i. For the Architect - \$3,000,000 per claim and \$4,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$2,000,000 per claim and \$3,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$2,000,000 in aggregate coverage.

- b. For Projects with a **Stated Cost Limitation** of \$20,000,000 up to \$30,000,000:
 - i. For the Architect - \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$2,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- c. For Projects with a **Stated Cost Limitation** of less than \$20,000,000:
 - i. For the Architect - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage; and
 - iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

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 Stoneview Elementary School**, 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.

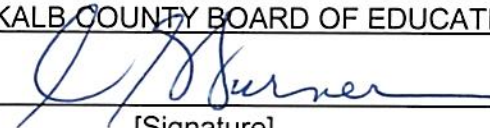
16. The Architect shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of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

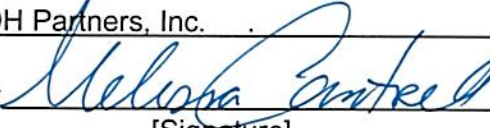
ARCHITECT

DEKALB COUNTY BOARD OF EDUCATION

CDH Partners, Inc.

By: 

[Signature]

By: 

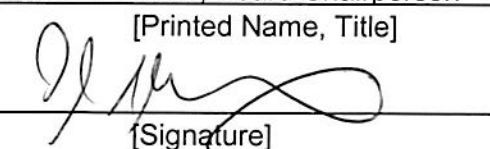
[Signature]

Mr. Vickie B. Turner, Board Chairperson

[Printed Name, Title]

Melissa Cantrell

[Printed Name]

By: 

[Signature]

President

[Title]

Mrs. Cheryl Watson-Harris, Superintendent

[Printed Name, Title]

1701 Mountain Industrial Blvd.

3330 Cumberland Blvd., Suite 100

Stone Mountain, Georgia 30083

[Printed Address]

Atlanta, Georgia 30039

[Printed Address]

2/25/21

[Date of Execution]

02/02/2021

[Date of Execution]

EXHIBIT "C"

OTHER INSURANCE

1.1 The Architect 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 Architect 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 18.

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 Architect 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 (9) above or other property insurance applicable to Work, except such rights as they have to proceeds of such insurance held by the Architect 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" Architect'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 evidence 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 Architect and any of its subcontractors or subconsultants shall be primary to an 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 Architect 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 Architect 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 Architect or any other insured under said policies.

1.3 In the event that the Architect elects to retain subcontractors or subconsultants and the Owner approves said retention, the Architect shall require all such subcontractors and subconsultants to comply with the insurance and notice requirements of this Exhibit C, including but not limited to (a) maintaining the types and amounts of insurance described in Article 18 and this Exhibit C; and (b) having the DeKalb County Board of Education and DeKalb County School District named as additional insureds on all such insurance pursuant to Section 1.2 of this Exhibit C. The Architect assumes all liability for its subcontractors' and subconsultants' failure to comply with insurance provisions of this Exhibit C.

EXHIBIT "D"

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

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a) (7), I _____

(Architect)

of record for Stoneview Elementary School, _____

(Project Name)

(Substantial Completion Date)

Located in DeKalb County School District, _____

(School System Name)

(State Project Number)

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

(Architectural Firm)

(Signature of Architect)

(Date)

(Georgia Architectural License Number)

(Seal and Signature)

EXHIBIT "E"
ARCHITECT'S PROPOSAL

DeKalb County School District
Professional A/E Services for Stoneview Elementary School Facility Upgrades
August 27, 2020

RFQu No. 21-752-003
Project No. 355-423
Page 1 of 2

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Qualifications (RFQu) No. 21-752-003** for Project No. **355-423, Professional A/E Services for Stoneview Elementary School Facility Upgrades** containing a full set of documents:

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

Owner's Standard Forms:		Include with Proposal	Check Box to Confirm Inclusion
Attachment A	Architect/Engineer Checklist and Certification (2 pages)	YES	☒
Attachment B1	Corporate Certificate (1 page)		☒
Attachment B2	Partnership Certificate (1 page)	B1 or B2 or B3 as applicable	☐
Attachment B3	Entity Certificate (1 page)		☒
Attachment C	Design Fee Form (5 pages)	One Original in a Sealed Envelope with one copy of Financial Statement	☒
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	☒
Attachment E	Conflict of Interest Disclosure Affidavit (2 pages)	YES	☒
Attachment F	Consent to Release Information (1 page)	YES	☒
Attachment J	Immigration and Security Certification (2 pages)	YES	☒
Attachment K	Proposal Delivery Label (1 page)	Affix to exterior of package	
Attachment L	No Submittal Response Form (1 page)	N/A	
Other Requirements:		Include with Proposal	Check Box to Confirm
Copy of Business License and Certificates		YES	☒
Certificate of Insurance		YES	☒
Electronic Version of bid documents		YES	☒

Indicate **Addenda(s) Nos. 1, 2, 3, & 4 acknowledged and received (none unless indicated here)**. The Architect/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Architect/Engineer shall be bound by all of the terms and conditions contained in this RFQu.

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

DeKalb County School District
Professional A/E Services for Stoneview Elementary School Facility Upgrades
August 27, 2020

RFQu No. 21-752-003
Project No. 355-423
Page 2 of 2

Name of Architect/Engineer: CDH Partners, Inc.

Signature: Melissa Cantrell

Printed Name: Melissa Cantrell

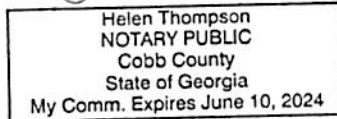
Title: President, Principal in Charge

Date: 10/05/2020

Sworn to and subscribed before me this 5 day of October, 2020

Notary Public: Helen Thompson My commission expires: 06/10/2024

(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 Cobb

I, David Strickland, certify that I am the Secretary of the
corporation named as offeror in the foregoing proposal; that Melissa Cantrell
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]

David Strickland
[typed name]

Subscribed and sworn to
before me this 5th day of
October, 2020.

(SEAL)

Notary Public

Helen Thompson
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 10, 2024

My Commission Expires:
06/10/2024

ATTACHMENT B2: PARTNERSHIP CERTIFICATE

NOT APPLICABLE

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, personally appeared _____
_____, who executed the above proposal, and being first duly sworn,
deposes and says that he or she is a general partner in the firm of _____
and that said firm consists of himself or herself and _____ and that
he or she executed the foregoing proposal on behalf of said firm for the uses and purposes stated therein,
and that no one except the above named members of the firm have any financial interest whatsoever in said
proposed contract.

[Affiant's Signature]

Partner

Partner

Partner

Partner

Subscribed and sworn to
before me this ____ day of _____, 2____.

(seal)

Notary Public

My Commission Expires:
____/____/____

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to
act in the name of the partnership must be attached, otherwise, all partners must sign.

ATTACHMENT B3: ENTITY CERTIFICATE

STATE OF Georgia

COUNTY OF Cobb

I, David Strickland, certify that I am the Secretary of the entity
named as offeror in the foregoing proposal; that Melissa Cantrell
who signed said proposal in behalf of the offeror was then President, Principal of said
entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is
within the scope of its legal powers; and that said entity is a C-Corporation
organized under the laws of the State of Georgia.


[signature]

David Strickland
[typed name]

Subscribed and sworn to
before me this 5th day of
October, 2020.

(SEAL)


Notary Public

My Commission Expires:
06/10/2024

Helen Thompson
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 10, 2024



ATTACHMENT C: DESIGN FEE PROPOSAL FORM (SCL>\$2M)

Project Name: Professional A/E Services for Stoneview ES Facility Upgrades

RFQu No.: 21-752-003

Project No.: 355-423

RFQu Due Date: October 1, 2020

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

Board of Education:

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

Melissa Cantrell, AIA, LEED AP; CDH Partners, Inc.

[legal name of Architect]

3330 Cumberland Blvd. SE | Suite 100

Atlanta, GA 30339

[address of Architect]

678-784-3481

[telephone number of Architect]

melissa.cantrell@cdhpartners.com

[email address of Architect]

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Standard Form of Contract for Architectural Services (State Capital Outlay Projects) 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. 355-423 A/E Services for Stoneview Elementary School Facility Upgrades 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. DCSD has determined that the **maximum** stipulated fee the Architect will receive for this project scope will be **\$270,641.00**. This fee is **all inclusive** and incorporates all reimbursable expenses for this project.
- b. The Proposed Design Fee will **NOT** be considered for the Selection Criteria.
- c. Below provide your proposed breakdown of the stated fee per the requirements of the Agreement and the Design Review- Minimal Submittal Requirements (Appendix B) with the milestones provided for **Project No. 355-423**:

A. Preliminary Consultation/Examination Report	\$ 13,532.05
B. Schematic Design Phase	\$ 40,596.15
• Provide three (3) potential schemes • Provide schematic design drawings per Appendix B • Provide project specifications per Appendix B • Provide cost estimate per Appendix B • Space and functional program Appendix B • Life cycle analysis • Other items identified in Appendix B	
C. Design Development Phase	\$ 54,128.20
• Provide design development drawings per Appendix B • Provide project specifications per Appendix B • Provide detailed cost estimate per Appendix B • Geotechnical & surveys per Appendix B • Final life cycle analysis • Submittal to GaDOE • Other items identified in Appendix B	
D. Construction Document Phase:	
30% complete CD phase	\$ 36,536.54
• 30% complete drawings • Detailed specification manual • Detailed cost estimate	
80% Complete CD Phase	\$ 60,894.23
• Design documents per Appendix B • Detailed specification manual • Detailed cost estimate • Fire Marshal review • Submittal to GaDOE	
100% Complete CD Phase	\$ 24,357.69
• Design documents per Appendix B • Detailed specification manual • Submittal for permitting • Fire Marshal review • Submittal to GaDOE	
E. Sub-Consultants	\$ Included in Fee
F. FF&E Services	\$ N/A
G. Reimbursable Expenses	\$ Included in Fee
H. Construction Administration Fee (Minimum of 15% of Fee Required)	\$ 40,596.15
TOTAL LUMP SUM	\$ 270,641.00

- d. The hourly rates as required in Section 11.2. of the Agreement (Appendix I) in the following manner are indicated below. (These hourly rates will be added to the contract for this project):

Title/Position	Hourly Rate
Principal:	\$ <u>210</u> per hour
Director:	\$ <u>155</u> per hour
Project Architect:	\$ <u>110</u> per hour
Project Manager:	\$ <u>110</u> per hour
Project Coordinator:	\$ <u>100</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>90</u> per hour
Technical Staff:	\$ <u>110</u> per hour
Contract Administrator:	\$ <u>85</u> per hour
Clerical:	\$ <u>50</u> per hour
Estimator:	\$ <u>85</u> per hour
Scheduler:	\$ <u>90</u> per hour
Designer:	\$ <u>85</u> per hour
CADD:	\$ <u>65</u> per hour
Civil Engineer	\$ <u>110</u> per hour
Junior Civil Engineer	\$ <u>75</u> per hour
Structural Engineer	\$ <u>115</u> per hour
Junior Structural Engineer	\$ <u>90</u> per hour
Mechanical Engineer	\$ <u>117</u> per hour
Junior Mechanical Engineer	\$ <u>90</u> per hour
Electrical Engineer	\$ <u>117</u> per hour
Junior Electrical Engineer	\$ <u>90</u> per hour
Fire Protection Engineer	\$ <u>115</u> per hour
Junior Fire Protection Engineer	\$ <u>90</u> per hour
FF&E Coordinator	\$ <u>80</u> per hour
Others as appropriate	\$ _____ per hour

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

Addendum #1, 9/2/2020; Addendum #2, 9/14/2020; Addendum #3, 9/28/2020; Addendum #4, 9/30/2020

- f. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- g. 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.
- h. 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 one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within three (3) 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.
- i. The undersigned Architect agrees to commence the Design Services under the Owner's form of

contract after its receipt of a written Notice to Proceed 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) Architect has visited, examined and inspected the site of the Project, obtained first-hand knowledge of existing conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work to be done under the Contract, and become thoroughly familiar with all conditions under which the Work is to be performed and has correlated all the Architect's personal observations and any other facts or conditions that are known to or reasonably knowable by the Architect with the requirements of the Proposal Documents, including without limitation the proposed Contract Documents;
- (4) the Proposal is based upon furnishing all of the Design Services and the Work, and other things required by the Proposal Documents; and
- (5) all facts stated in the Proposal are true and correct.

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,

CDH Partners, Inc.

[typed name of Architect]

By: Melissa Cantrell [seal]
[signature]

Melissa Cantrell, AIA, LEED AP; President

[typed name and title]

3330 Cumberland Blvd SE, Suite 100; Atlanta, Georgia 30339

[address of Architect]

(678) 784-3481

[business telephone number]

October 5, 2020

[date of execution]

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

NOT APPLICABLE
(For Joint Venture Proposals)

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

Respectfully submitted _____
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

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

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

STATE OF Georgia

COUNTY OF Cobb

COMES NOW, CDH Partners, Inc. ("Offeror"),
[Name of Offeror]

appearing by and through Melissa Cantrell, AIA, LEED AP, 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

William E. Chegwiddden, CEO

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

David Strickland, Secretary

(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 A/E Services for Stoneview Elementary School Facility Upgrades (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 05 day of October, 2020

CDH Partners, Inc.

[insert name of Offeror]

and

Melissa Cantrell, AIA, LEED AP, President

[insert name of Individual And Representative Affiant]

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

President

[insert title]

Individual Affiants' signatures and names:

x *William E. Chegwidan*
Name: William E. Chegwidan, CEO

x *David Strickland*
Name: David Strickland, Secretary

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 5 day of October, 2020

Notary Public: *Helen Thompson* My commission expires: 06/10/2024

(SEAL)

Helen Thompson
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 10, 2024

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Melissa Cantrell, AIA, LEED AP am the (*Title*)
President and I am the duly authorized
representative of the firm of (*Firm Name*) CDH Partners, Inc.
(the "Firm") for purposes of this
Affidavit, whose address is (*Firm Address*) 3330 Cumberland Blvd SE, Suite 100;
Atlanta, Georgia 30339, and I possess the legal authority to make this Affidavit on
behalf of myself and the Firm, as follows:

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

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
<u>NOT APPLICABLE</u>		

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

EXCEPTIONS (*fully disclose and completely explain*)

NOT APPLICABLE

[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: Melissa Cantrell

Printed Name: Melissa Cantrell, AIA, LEED AP

Firm Name: CDH Partners, Inc.

Date: October 5, 2020

Sworn to and described before me this 5 day of October 2020

Personally known: Yes

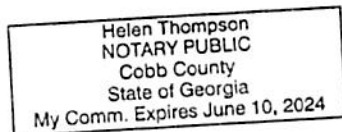
OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Helen Thompson

My Commission Expires 06-10-2024

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 05 day of October, 2020

CDH Partners, Inc.

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

By: Melissa Cantrell

Printed name: Melissa Cantrell, AIA, LEED AP

Printed Title: President

ATTACHMENT J: 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) MC (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) MC (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) MC (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01,

et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

- 5) MC (Initial here) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Melissa Cantrell
Signature

October 5, 2020
Date

135594
EEV/Basic Pilot Program
User Identification Number

July 01, 2008
Date of Authorization

Firm Name: CDH Partners, Inc.
Street/Mailing Address: 3330 Cumberland Blvd SE, Suite 100
City, State, Zip Code: Atlanta, Georgia 30339
Telephone Number: 678.784.3481
Email Address: melissa.cantrell@cdhpartners.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

5 DAY OF October, 2020
Helen Thompson
Notary Public

My Commission Expires: 06-10-2024

Helen Thompson
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 10, 2024

Revised ATTACHMENT K: RFQu DELIVERY LABEL

DELIVER TO:

DeKalb County Board of Education
Attn: Procurement Manager
1780 Montreal Road
Tucker, Georgia 30084



SEALED PROPOSAL – DO NOT OPEN

(affix to package)

RFQu No: 21-752-003

RFQu Title: Professional A/E Services for Stoneview Elementary School Facility Upgrades

Project Nos. 355-423

Due Date/Time: October 6, 2020, no later than 2:00 PM

Submitted by: Melissa Cantrell

Vendor Name: CDH Partners, Inc.

Address: 3330 Cumberland Blvd SE, Suite 100
Atlanta, Georgia 30339

Email Address: melissa.cantrell@cdhpartners.com

ATTACHMENT L: NO SUBMITTAL RESPONSE FORM

RFQu Number: **21-752-003**

DCSD Project No.: **355-423**

Title: **Professional A/E Services for Stoneview Elementary School Facility Upgrades**

If your company will not be submitting a proposal in response to this Request for Qualifications, please complete this form and return or fax, prior to the RFQu due date established within to:

**DeKalb County Board of Education (the "Board")
Sam A. Moss Service Center - Procurement Services
Attention: Procurement Manager
1780 Montreal Road
Tucker, Georgia 30084-6705
Fax (678) 676-1475**

This information will assist Procurement Services in the preparation of future RFQu's.

Company Name: NOT APPLICABLE

Contact: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please check reason for a "no submittal."

____ Specifications "too tight," geared toward one brand or manufacturer (explain below)

____ Insufficient time to respond

____ Specifications unclear (explain below)

____ We do not offer this service or an equivalent

____ Our schedule does not permit us to perform

____ Unable to meet specifications

____ Unable to meet bond requirements

____ Unable to hold prices respondent throughout the term of the contract period

____ Unable to meet insurance requirements

____ Other _____

Explanation: _____

If submitting this form, **only** this form needs to be returned.



Submission to Provide Professional Architectural and Engineering Services for:

**DEKALB COUNTY SCHOOL DISTRICT
STONEVIEW ELEMENTARY SCHOOL FACILITY UPGRADES**

RFQ# No. 21-752-003 | Project Nos. 355-423

October 06, 2020



**IMAGINE MORE
FOR YOUR COMMUNITY**

LETTER OF INTEREST



Dear Stoneview Elementary School Selection Committee,

BETTER LIVES THROUGH DESIGN | I have dedicated my career to the design of learning environments as a fundamental element to the success of each student. I believe it is my calling to create impactful buildings that enhance the learning experience and encourage students to thrive. The design of the learning environment offers opportunities to integrate innovative approaches that support evolving educational models and allow form to truly follow the function of a design.

The facility upgrades at Stoneview Elementary School will definitively impact the success of the student through the improvement of the overall comfort of the student. In support of this initiative, CDH has partnered with engineering teams that understand the DeKalb County School District design standards and expectations in measuring success for this scope. Our team's strong project management will be the key to performance with the DCSD team, as well in communications with the school and their community.

In addition to the minimal architectural scope, the CDH team will guide and direct the engineering team to ensure compliance with the District guidelines in support of the outlined scope of work. To complement our philosophies and methodologies, we bring the following professionals to the team:

Eberly & Associates | Civil Engineering

PES Engineers | Structural Engineering

Johnson Spellman & Associates | MEP Engineering

CDH is a passionate and collaborative design team. We believe that our approach to partnership with our clients and their stakeholders sets us apart from our competition. Each project has its own set of challenges, no matter how large or small. With our in-depth experience in renovations and the ability to manage expectations from the commencement of an assignment, our team can successfully implement program and scope in balance with the project budget and schedule.

We base our design process on the firm's mission to build better lives through design. We believe the final design will positively impact the learning environment and influence our future leaders for generations to come. We hope to continue to serve the District on all scales of projects so that we can continue being a part of your students' bright futures.

Sincerely,

A handwritten signature in black ink, reading "Melissa Cantrell".

Melissa Cantrell, AIA, LEED AP
President

CDH Partners, Inc.
3330 Cumberland Blvd. SE
Suite 100
Atlanta, GA 30339
Contact: Melissa Cantrell
Melissa.cantrell@cdhpartners.com
P: 678.784.3481 | F: 770.424.0260

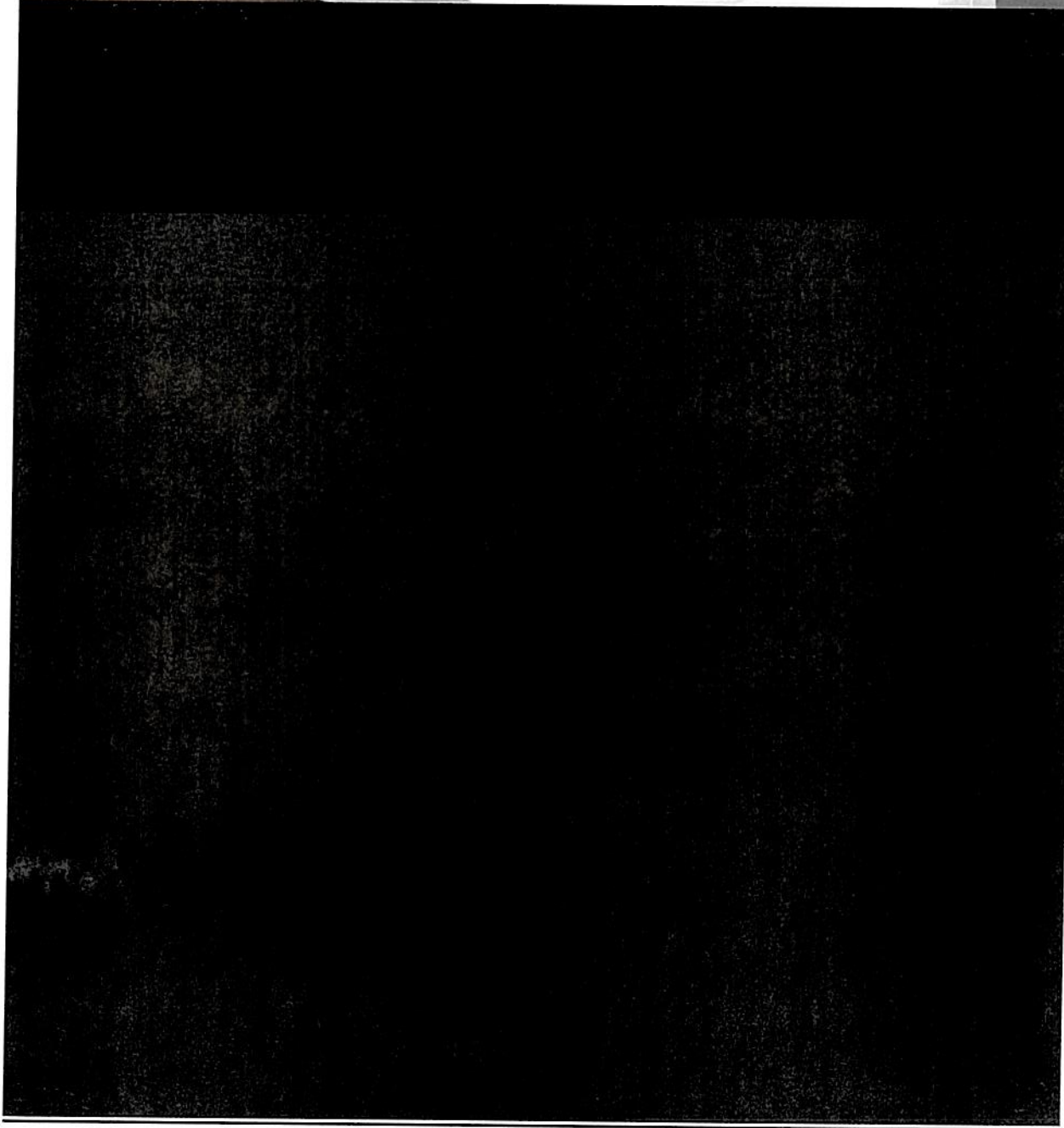


EXHIBIT "F"

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.

135594
EEV/Basic Pilot Program User Identification Number

07/01/2008
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.

CDH Partners, Inc.
Company Name / Contractor Name

02/02/2021
Date

Melissa Cantrell
BY: Signature of Authorized Officer or Agent

02/02/2021
Date

PRESIDENT
Title of Authorized Officer or Agent of Contractor

MELISSA CANTRELL
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

02 DAY OF February, 20 21

Helen Thompson
Notary Public

My Commission Expires: 06-10-2024

Helen Thompson
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires June 10, 2024

EXHIBIT "G"

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 CDH Partners (name of Contractor), which has a contract with the DeKalb County Board of Education.

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

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

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

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

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

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

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

311503
EEV/Basic Pilot Program User Identification Number

08/25/2011
Date of Authorization

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

[Signature]
BY: Authorized Officer or Agent

02/02/21

Date

Eberly & Associates
(Subcontractor Name)

Principal
Title of Authorized Officer or Agent of Subcontractor

Mike Wright
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
2nd DAY OF February, 2021

[Signature]
Notary Public
My Commission Expires: 12/2/2023



EXHIBIT "G"

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 CDH Partners, 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.

209091
EEV/Basic Pilot Program User Identification Number

April 27, 2009
Date of Authorization

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


BY: Authorized Officer or Agent

02/02/2021

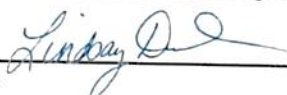
Date

PES Structural Engineers, Inc.
(Subcontractor Name)

Principal | Secretary
Title of Authorized Officer or Agent of Subcontractor

Travis R. Paul, P.E., S.E.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
2nd DAY OF February, 2021


Notary Public

My Commission Expires: August 2, 2023



EXHIBIT "G"

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 CDH Partners (name of Contractor), which has a contract with the DeKalb County Board of Education.

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

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

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

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

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

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

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

268510

EEV/Basic Pilot Program User Identification Number

10/29/2009

Date of Authorization

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

Thomasville

BY: Authorized Officer or Agent

2/2/2021

Date

Johnson, Spellman & Associates, Inc.

(Subcontractor Name)

Principal

Title of Authorized Officer or Agent of Subcontractor

Thomas H. Wille, PE

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2ND DAY OF February

Dawn E North

Notary Public

My Commission Expires: 10/27/2021



Not Applicable

(a) I am exempt under Title 26 or Title 43

(i.) immediately notify the School District in writing; and

(iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

By signing above you are certifying that the representations made herein are true and correct.

Telephone Number: _____ / email: _____

Notary Public

My Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2021

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

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

PRODUCER Insurance Office of America, Inc. 100 Galleria Parkway Suite 600 Atlanta GA 30339		CONTACT NAME: Sharon Schulze PHONE (A/C, No, Ext): 770-250-0179 FAX (A/C, No): 678-919-1151 E-MAIL ADDRESS: sharon.schulze@ioausa.com	
INSURED CDH Partners, Inc. 3330 Cumberland Blvd. SE Suite 100 Atlanta GA 30339		INSURER(S) AFFORDING COVERAGE	
CDHPART-01		INSURER A: Travelers Casualty & Surety Company of America	NAIC # 31194
		INSURER B: Phoenix Insurance Company	25623
		INSURER C: Travelers Property Casualty Company of America	25674
		INSURER D: Charter Oak Fire Insurance Company	25615
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1678072263

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y Y	6803P153241	12/9/2020	12/9/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	6803P153241	12/9/2020	12/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y Y	CUP3P175743	12/9/2020	12/9/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Y UB3P175221	12/9/2020	12/9/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☐ Professional Liability ☐ Claims-Made	Y	105215942	12/9/2020	12/9/2021	Each Claim 3,000,000 Aggregate 4,000,000 Each Claim Deductible 75,000

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

Any person or organization where required by written contract is an Additional Insured with respect to General Liability and is primary & non-contributory per form #CGD381 09/15, additional insured with respect to Hired/Non-Owned Auto Liability per form #CGD381 09/15 and additional insured with respect to Umbrella Liability and is primary & non-contributory per form #EU0001 07/16. Waiver of subrogation is in favor of the additional insured with respect to Liability & Hired/Non-Owned Auto Liability per form #CGD381 09/15, with respect to Workers Compensation per form #WC000313 04/84 and with respect to Umbrella Liability per form #EU0001 07/16. 30 days' notice of Cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

Project: Stoneview Elementary School Facility Upgrades
RFQu No. 21=752-003
Project No. 355-423

CERTIFICATE HOLDER**CANCELLATION**

Dekalb County Board Of Education
1701 Mountain Industrial Blvd.
Atlanta GA 30083

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