



Signature Routing Form

COS Initials: _____

For Superintendent's Approval/Signature

Date: 7/8/2024

Division Head: Erick Hofstetter (Operations)

Initials: EH

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: 24-752-017- PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES-
DAG ARCHITECTS, INC.-NTE-\$10,000,000 annually

From (if other than Division Head): Click here to enter name & department.

Legal Review: ☐ NO ☒ YES

BOE Approval: ☐ NO ☒ YES

Charge Code: Enter charge code here.

Notes: This is a contract for Professional Architectural and Engineering Services-RFQu
24-752-017 awarded to DAG ARCHITECTS, INC..-NTE \$10,000,000 annually.
Reviewed by Chief Legal Counsel 4.8.24 and approved by the Board on 5.6.24.

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: Stacey Price/Kea Arthur

For Superintendent's Office Use Only

Date received: 7/9/24

Date returned: 7-9-24

Processor's Initials: SP



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer,
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: May 6, 2024

RE: **Request for Qualification for Professional Architectural and Engineering Services RFQu No. 24-752-017 (Not to exceed \$10,000,000 annually)**

At its business meeting on Monday, May 6, 2024, the DeKalb Board of Education approved the award of RFQu No. 24-752-017 for Professional Architectural and Engineering Continuing Contract Services to **BRPH Architects Engineers, CDH Partners, Inc., Chapman Griffin Lanier Sussenbach Architects, Inc., Collins Cooper Carusi, Cooper Carry, Inc., Corgan, Croft & Associates, PC, DAG Architects, Foreman Seeley Fountain Inc., Gardner Spencer Smith Tench & Jarbeau, Goodwyn Mills and Cawood LLC, KHAFRA Engineering, Lyman Davidson Dooley, Inc., MOSA Architects, PBK Architects, PGAL, Inc., Raymond Engineering -Georgia, Inc., Smallwood, Reynolds, Stewart, Stewart & Associates, Inc., SRJ Architects, Stanley Love-Stanley PC, Sy Richards, Architects Inc.** the most responsive and responsible firms whose proposal best meets the requirements set forth in the Proposal Documents and contract obligations identified herein.

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Vendor Services, Division of Finance

Request for Legal Assistance
ATTORNEY – CLIENT COMMUNICATION

DATE RECEIVED: _____

MATTER ASSIGNED TO: _____

PLEASE SUBMIT COMPLETED REQUEST FORM TO THE OFFICE OF HALL BOOTH SMITH PC.

OPERATIONS REQUESTS: ERIC HILTON AT EHILTON@HALLBOOTHSMITH.COM
CC TO DIANE NISTLER AT DNISTLER@HALLBOOTHSMITH.COM

*** This request is a confidential communication and should be treated as such ***

Topic: Request for Qualification for Professional Architectural and Engineering Services RFQu No. 24-752-017 (Not to exceed \$10,000,000 annually).
(e.g., contract review, policy matter, etc.)

Action/response required: E-SPLOST review/approval of the above slated for May 6, 2024, Board Meeting

Date of request: 04/01/2024 Date by which a response is needed: 04/08/2024 COB
(Allow 3-5 business days)

Background information: It is recommended that the Board of Education approve the award of RFQu No. 24-752-017 for Professional Architectural and Engineering Continuing Contract Services to BRPH Architects Engineers, CDH Partners, Inc., Chapman Griffin Lanier Sussenbach Architects, Inc., Collins Cooper Carusi, Cooper Carry, Inc., Corgan, Croft & Associates, PC, DAG Architects, Foreman Seeley Fountain Inc., Gardner Spencer Smith Tench & Jarbeau, Goodwyn Mills and Cawood LLC, KHAFFRA Engineering, Lyman Davidson Dooley, Inc., MOSA Architects, PBK Architects, PGAL, Inc., Raymond Engineering -Georgia, Inc., Smallwood, Reynolds, Stewart, Stewart & Associates, Inc., SRJ Architects, Stanley Love-Stanley PC, Sy Richards, Architects Inc. the most responsive and responsible firms whose proposal best meets the requirements set forth in the Proposal Documents and contract obligations identified herein.

Please attach/include any additional information/documents that are relevant to your request.

Attachment(s)? ☒ Yes ☐ No Description of attachments, if any: (1) RFQu 24-752-017 Professional Architectural and Engineering Services (2) Professional Architectural and Engineering Services Proposal Certification & Recommendation (3) Chronology of the Agenda Item

Requested by: Kea L. Arthur
Print Name

Kea L. Arthur
Signature

Email: kea_arthur@dekalbschoolsga.org Telephone: 678.676.1475

Department: Operations

Cabinet Member authorizing the request: Erick Hofstetter, Chief Operating Officer

This item is approved as to form? X (HEH) Yes No

Please copy on email: All that are copied on original email

Telephone Conference

Was this matter an emergency requiring immediate contact? ☐ Yes ☐ No

Date Called: _____ Time: _____ Total Time of Conference: _____

Advice Given: _____

Action Taken: _____

CHRONOLOGY OF THE AGENDA ITEM

A formal Request for Qualification was issued on December 14, 2023, for Professional Architectural/Engineering. On February 1, 2024, proposals were received from twenty-one (21) firms. This recommendation is based on the review and evaluation of the twenty-one (21) responsive proposals received. All twenty-one (21) of the responsive firms are recommended for the award of this contract.

The award of this contract will improve operational efficiencies by providing architectural and engineering services throughout the District, as required and directed by the District, on its various remodeling, renovations, life safety, maintenance, and repair projects to create a safe, clean and well-managed environment for students, faculty, and parents.

This request is to authorize DCSD to contract with **BRPH Architects Engineers, CDH Partners, Inc., Chapman Griffin Lanier Sussenbach Architects, Inc., Collins Cooper Carusi, Cooper Carry, Inc., Corgan, Croft & Associates, PC, DAG Architects, Foreman Seeley Fountain Inc., Gardner Spencer Smith Tench & Jarbeau, Goodwyn Mills and Cawood LLC, KHAIRA Engineering, Lyman Davidson Dooley, Inc., MOSA Architects, PBK Architects, PGAL, Inc., Raymond Engineering - Georgia, Inc., Smallwood, Reynolds, Stewart, Stewart & Associates, Inc., SRJ Architects, Stanley Love-Stanley PC, Sy Richards, Architects Inc.** to provide architectural and engineering services throughout the district on an as needed basis for project with an SCL of less than \$5,000,000.00.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2024

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:	
	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Cas. Co. of America	
	INSURER B : Travelers Casualty and Surety Company	
INSURED DAG Architects, Inc. 1223 Airport Road Destin, FL 32541	NAIC #	
	25674	
	INSURER C : Allianz Underwriters Insurance Company	
	19038	
	INSURER D : Kinsale Insurance Company	
	36420	
INSURER E : Travelers Indemnity Company		
38920		
INSURER F :		
25658		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6800J802994	05/11/2024	05/11/2025	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 \$
E	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA7R792480	05/11/2024	05/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	X	X	CUP9254Y601	05/11/2024	05/11/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9M967508	05/11/2024	05/11/2025	☒ 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
C	Professional Liability			USF00794224	03/31/2024	03/31/2025	\$5,000,000 per claim \$5,000,000 annl aggr.
D	Excess Liab-			01002920050	03/31/2024	03/31/2025	\$2,000,000 Claim/Aggr.

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

Professional Liability coverage is written on a claims-made basis.

RE: RFQ no. 24-752-017, DeKalb County School District - Sam A Moss Services Center, 1780 Montreal Road, Tucker Georgia 30084.

The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

DeKalb County Board of Education
 1701 Mountain Industrial Blvd.
 Stone Mountain, 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



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/09/2024

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:	
	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
INSURED DAG Architects, Inc. 1223 Airport Road Destin, FL 32541	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Cas. Co. of America	
	INSURER B : Travelers Casualty and Surety Company	
	INSURER C : Allianz Underwriters Insurance Company	
	INSURER D : Kinsale Insurance Company	
	INSURER E : Travelers Indemnity Company	
INSURER F :		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	6800J802994	05/11/2024	05/11/2025	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 \$
E	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA7R792480	05/11/2024	05/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$10,000	X	X	CUP9254Y601	05/11/2024	05/11/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9M967508	05/11/2024	05/11/2025	☒ 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
C	Professional Liability			USF00794224	03/31/2024	03/31/2025	\$5,000,000 per claim \$5,000,000 annl aggr.
D	Excess Liab-			01002920050	03/31/2024	03/31/2025	\$2,000,000 Claim/Aggr.

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

CANCELLATION

For proposal purposes

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





Report Claims Immediately by Calling*

1-800-238-6225

Speak directly with a claim professional

24 hours a day, 365 days a year

*Unless Your Policy Requires **Written** Notice or Reporting

ARCHITECTS PLAN

A Custom Insurance Policy Prepared for:

**D A G ARCHITECTS INC
1223 AIRPORT RD
DESTIN FL 32541**

Presented by: USI INS SERVICES LLC



One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Named Insured: D A G ARCHITECTS INC

Policy Number: 680-0J802994-24-47

Policy Effective Date: 05/11/2024

Policy Expiration Date: 05/11/2025

Issue Date: 07/03/2024

ADDITIONAL Premium \$ 17.19

Effective from 07/01/24 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

The following forms and/or endorsements is/are included with this change.
These forms are added to the policy or replace forms already existing
on the policy:
CG 20 10 10 01
IL T0 07 09 87
IL 01 75 07 02

NAME AND ADDRESS OF AGENT OR BROKER

USI INS SERVICES LLC
2502 N ROCKY POINT DR STE 400

TAMPA

FL 33607-1443

Countersigned by

Authorized Representative

DATE: 07/03/2024



TAXES AND SURCHARGES
OFFICE PAC

PAC

POLICY NO.: 680-0J802994-24-47
EFFECTIVE DATE: 05/11/2024
ISSUE DATE: 07/03/2024

DESCRIPTION:	AMOUNT
FIGA 2006 EMERGENCY SURCHARGE	\$.17
FLORIDA SURCHARGE	\$.02

OFFICE: PLAN A & E 20V
PRODUCER NAME: USI INS SERVICES LLC

CGW93

POLICY NUMBER: 680-0J802994-24-47

EFFECTIVE DATE: 05/11/2024

ISSUE DATE: 07/03/2024

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

*	IL T0 07 09 87	CHANGE ENDORSEMENT
	IL T0 19 02 05	COMMON POLICY DECLARATIONS
	MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T3 15 09 07	COMMON POLICY CONDITIONS
	MP T0 33 04 09	MASTER PAC ACCOUNT EXPOSURE ENDORSEMENT

BUSINESSOWNERS

CP 12 18 06 95	LOSS PAYABLE PROVISIONS
MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 05 02 05	AMENDATORY PROVISIONS - OFFICES
MP T1 75 03 06	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES
MP P0 06 11 23	ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY ENHANCEMENTS
MP P4 01 11 23	ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY ENHANCEMENTS - FLORIDA
MP T3 70 09 22	ELECTRONIC VANDALISM LIMITATION AND OTHER CHANGES
MP T3 07 03 97	PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS
MP T3 25 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 46 10 06	BUSINESS INCOME AND EXTRA EXPENSE - LOCATION LEVEL DOLLAR LIMIT ENDORSEMENT
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T3 00 09 22	DIGITAL ASSETS EXCLUSIONS - DIGITAL CURRENCY AND NON-FUNGIBLE TOKENS
MP T4 38 02 23	FLORIDA CHANGES
MP T4 81 01 00	GEORGIA CHANGES - "POLLUTANTS"
MP T5 01 01 20	GEORGIA CHANGES

COMMERCIAL GENERAL LIABILITY

CG D4 69 02 19	TOT AGG LIMIT OTHER THAN PROJECTS
CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
*	CG 20 10 10 01 ADDL INS OWNERS LESSEES OR CONTRACTORS
	CG D9 10 09 21 AMENDMENT OF INTELLECTUAL PROPERTY EXCLUSION
	CG D2 03 12 97 AMEND - NON CUMULATION OF EACH OCC

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-0J802994-24-47

EFFECTIVE DATE: 05/11/2024

ISSUE DATE: 07/03/2024

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG T8 01 05 24	GENERAL PURPOSE ENDORSEMENT
CG T8 02 05 24	GENERAL PURPOSE ENDORSEMENT
CG T8 03 05 24	GENERAL PURPOSE ENDORSEMENT
CG T8 04 05 24	GENERAL PURPOSE ENDORSEMENT
CG D3 79 02 19	XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS
CG D4 18 11 09	EXCLUSION - PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS OR SURVEYORS
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D9 44 01 23	EXCLUSION - VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS
CG D0 76 06 93	EXCLUSION - LEAD
CG D1 42 02 19	EXCLUSION - DISCRIMINATION
CG F9 40 02 19	FLORIDA CHANGES - COMMERCIAL GENERAL LIABILITY

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T0 43 01 16	TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG D9 48 01 23	EXCLUSION - VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS
CG T9 86 01 21	FLORIDA CHANGES - EBL

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
CG 02 20 03 12	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

COMMERCIAL INLAND MARINE

CM 01 16 10 23	FLORIDA CHANGES
----------------	-----------------

INTERLINE ENDORSEMENTS

IL T0 63 07 22	ACTUAL CASH VALUE
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-0J802994-24-47

EFFECTIVE DATE: 05/11/2024

ISSUE DATE: 07/03/2024

INTERLINE ENDORSEMENTS (CONTINUED)

*	IL 01 75 07 02	FLORIDA CHANGES - LEGAL ACTION AGAINST US
	IL 02 55 03 16	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
	IL F1 54 12 22	ACTUAL CASH VALUE DEFINITION - GEORGIA

POLICY HOLDER NOTICES

PN T1 94 11 21	IMPORTANT NOTICE - LEAD EXCLUSION
PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN MP 57 04 17	IMP NOT PROT SAFEGUARDS SPRK AND REST
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS
PN T2 19 05 10	IMPORTANT NOTICE - CONTACT INFO - FLORIDA

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

GENERAL LIABILITY



GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization :

DEKALB COUNTY SCHOOL DISTRICT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**INTERLINE
ENDORSEMENTS**

**INTERLINE
ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the Legal Action Against Us condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

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

1347491
EEV/Basic Pilot Program User Identification Number

10/18/2021
Date of Authorization

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


BY: Signature of Authorized Officer or Agent

6/10/2024
Date

Hammond Engineering, Inc.
(Subcontractor Company Name)

President
Title of Authorized Officer or Agent of Subcontractor

Nathaniel Hammond, PE
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF June, 2024


Notary Public
My Commission Expires: March 26, 2026



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

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

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

**Design
Professional:** DAG Architects, Inc.

**Design
Professional Address:** 1401 Peachtree Street NE, Suite 200
Atlanta, Georgia 30309

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

TABLE OF CONTENTS

Article 1	Design Professional's Responsibilities	2
Article 2	Owner's Responsibilities	5
Article 3	Schedule	6
Article 4	Compensation	8
Article 5	Ownership and License of Documents and Intellectual Property	9
Article 6	Maintenance of Records	10
Article 7	Indemnity	11
Article 8	Errors and Omissions Insurance	11
Article 9	Other Insurance	11
Article 10	Services by Design Professional's Own Staff	12
Article 11	Waiver of Claims	12
Article 12	Termination or Suspension	12
Article 13	Prohibition Against Contingent Fees	13
Article 14	Conflict of Interest	13
Article 15	Applicable Law	14
Article 16	Successors and Assigns	14
Article 17	No Third-Party Beneficiaries	14
Article 18	Cooperation with Program Manager and Construction Manager	14
Article 19	Asbestos Statement	15
Article 20	Mandatory Addendum to the Owner/Design Professional Agreement	15
Article 21	Entire Agreement	15
Article 22	Modification	15
Article 23	Notices and Address of Record	15
Article 24	Miscellaneous	16
Exhibit "A"	List of Proposal Documents for the Project	20
Exhibit "B"	Work Authorization Form	21
Exhibit "C"	Staffing Schedule	22
Exhibit "D"	Rate Schedule	23
Exhibit "E"	Other Insurance	28
Exhibit "F"	Asbestos Exclusion Certification Form	30
Exhibit "G"	Design Professional Proposal	31
Exhibit "H"	Mandatory Addendum to the Owner/Design Professional Agreement	60
Exhibit "I"	Contractor Affidavit	65
Exhibit "J"	Subcontractor Affidavit	67

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and DAG Architects, Inc., authorized to do business in the State of Georgia, whose business address is 1401 Peachtree Street NE, Suite 200, Atlanta Georgia 30309 (hereinafter referred to as the "DESIGN PROFESSIONAL"). This Contract shall be effective on the date executed by the last party to execute it.

WITNESSETH:

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

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

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

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the DESIGN PROFESSIONAL agree:

ARTICLE 1

DESIGN PROFESSIONAL'S RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE 2

OWNER'S RESPONSIBILITIES

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

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

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

ARTICLE 3

SCHEDULE

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

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

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

ARTICLE 4

COMPENSATION

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

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

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

ARTICLE 5

OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

ARTICLE 6

MAINTENANCE OF RECORDS

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

ARTICLE 7

INDEMNITY

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

ARTICLE 8

ERRORS AND OMISSIONS INSURANCE

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

ARTICLE 9

OTHER INSURANCE

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

ARTICLE 10

SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF

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

ARTICLE 11

WAIVER OF CLAIMS

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

ARTICLE 12

TERMINATION OR SUSPENSION

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

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

ARTICLE 13

PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 14

CONFLICT OF INTEREST

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

ARTICLE 15

APPLICABLE LAW

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

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 18

COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER

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

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

ARTICLE 19

ASBESTOS STATEMENT

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

ARTICLE 20

MANDATORY ADDENDUM TO THE OWNER/DESIGN PROFESSIONAL AGREEMENT

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

ARTICLE 21

ENTIRE AGREEMENT

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

ARTICLE 22

MODIFICATION

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

ARTICLE 23

NOTICES AND ADDRESS OF RECORD

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

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

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

**DAG Architects, Inc.
1401 Peachtree Street NE Suite 200
Atlanta, GA 30309**

ATTENTION: Roger Godwin

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

ARTICLE 24

MISCELLANEOUS

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

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

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

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: [Signature]
[Signature]

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

By: [Signature]
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

7-9-24

[Date of Execution]

[Signature]

Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

DAG ARCHITECTS, INC
[Typed Name]

By: [Signature]
[Signature]

Robert BIZIANOWICZ, Principal
[Printed Name, Title]

1401 Peachtree Street, NE, Ste 200
Atlanta, GA 30309
[Printed Address]

05.22.2024

[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

A. Professional Architectural and Engineering Services

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

B. Professional Architectural and Engineering Services

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

C. Professional Architectural and Engineering Services

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

D. Professional Architectural and Engineering Services

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

E. Professional Architectural and Engineering Services

Revised Appendix D Design Guidelines (54 Pages)

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

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

Addendum No. 3 Dated January 24, 2024

Attachments:

A. Professional Architectural and Engineering Services

RFC No. 1 (2 Pages)

EXHIBIT "B"

WORK AUTHORIZATION FORM

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

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

PROJECT NAME AND NUMBER

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

SCOPE OF SERVICES

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

SCHEDULE

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

COMPENSATION

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

EXHIBIT "C"

STAFFING SCHEDULE

<u>Name</u>	<u>Function</u>
Roger Godwin	Principal-in-Charge
Tanya Richard	Associate Principal/Project Manager
Norwood Dennis	Project Architect
Chase Parrish	Project Production
Dave Luttrell	Safe School/CPTED Specialist
Civil Engineer:	Eberly & Associates
M/E/P Engineer:	Hammond & Associates
M/P Engineer:	JSA Consulting Engineers
Electrical Engineer:	Barnett Consulting Engineers
Structural Engineer:	Shear Structural

EXHIBIT "D"

RATE SCHEDULE

ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 1 of 5

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

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

DAG Architects, Inc.

[legal name of Architect]

1401 Peachtree Street NE Suite 200

Atlanta, GA

[address of Architect]

(470) 305-1005

[telephone number of Architect]

trichard@dagarchitects.com

[email address of Architect]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>210</u> per hour
Director:	\$ <u>155</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>120</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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 2 of 5

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

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Tanya Richard</u>	<u>Assoc. Principal / Project Manager</u>
<u>Roger Godwin</u>	<u>Principal in Charge</u>
<u>Norwood Dennis</u>	<u>Project Architect</u>
<u>Chase Parrish</u>	<u>Project Production</u>
<u>Dave Luttrell</u>	<u>Safe School / CPTED Specialist</u>
<u>Eberly & Associates</u>	<u>Civil & Landscape Architect</u>
<u>Shear Structural</u>	<u>Structural Engineer</u>
<u>Hammond & Associates</u>	<u>M/E/P Engineer</u>
<u>JSA Consulting Engineers</u>	<u>M/P Engineer</u>
<u>Barnett Consulting Engineers (BCE)</u>	<u>Electrical Engineer</u>
<u></u>	<u></u>

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 3 of 5

Civil:	<u>Eberly Associates</u>
Structural:	<u>Shear Structural</u>
Mechanical:	<u>JSA Consulting, Hammond & Associates</u>
Plumbing:	<u>JSA Consulting, Hammond & Associates</u>
Electrical:	<u>BCE, Hammond & Associates</u>
Kitchen Consultant:	<u></u>

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
Addendum No. 1 - 1/8/2024, Addendum No. 2 - 1/12/2024 Addendum No. 3 - 1/24/2024
- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

DAG Architects, Inc.

[typed name of Architect]

By: Tanya Richard [seal]
[signature]

Tanya Richard, Project Manager

[typed name and title]

1401 Peachtree Street NE Suite I, Atlanta, GA 30309

[address of Architect]

(470) 305-1005

[business telephone number]

1/19/2024

[date of execution]

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 5 of 5

N/A

(For Joint Venture Proposals)

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

Respectfully submitted _____
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

EXHIBIT "E"

OTHER INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "F"

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

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

of record for _____, _____
(Project Name) (Substantial Completion Date)

located in _____, _____ (the "Project")
(School System Name) (State Project Number)

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

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

or

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

(Architectural or Engineering Firm)

(Signature of Architect or Engineer)

(Date)

(Georgia Architectural or Engineering License Number)

(Seal and Signature)

EXHIBIT "G"

DESIGN PROFESSIONAL PROPOSAL



4.1 Letter of Introduction

February 1, 2024

Benita Grier
Senior Procurement Manager
DeKalb County Board of Education
Sun A. Moya Service Center
600 Mitchell Road
Tucker, GA 30084-6700

Re: Professional Architectural Services and Engineering Services

Members of the DeKalb County Board of Education

Why did DAG? Because the core of our profession is a blend of expertise and passion that sets us apart. We craft environments where learning thrives. We understand the joy and time we invest for our students, parents, and teachers because schools are the cornerstone of our focus. What sets us apart is not just our responsiveness and reliability, but our commitment to completing the rightmost goals of our clients, delivering value that leads to your ability to make informed decisions for successful outcomes. What truly distinguishes DAG Architects is our customer service. We obsess over your needs, exceeding your expectations and understanding your vision and goals. We know who to call at DAG, doing right by your customers has just a commitment. It's our defining strength.

Navigating the delicate art of working on active campuses without causing disruptions is second nature to DAG Architects. Our meticulous approach to scheduling is a testament to our experience with the school year, whether you're adding support spaces, creating multi-story educational buildings, or redesigning existing facilities. Our commitment extends beyond the present – we aim to ensure the seamless flow of these functional links for the next 100 years.

DAG Architects is more than a design firm; we are true specialists in school design. Our history of partnering with 24 school districts that includes eight DOEs and 11 colleges and universities. Through DOEs, we've been able to build strong relationships with numerous school districts. We believe in understanding the nuances of local planning and design, ensuring your vision and mission. Our clients are not just a progressive approach to building; we are building a future that is not just a vision.

Our Atlanta office serves as the central hub for managing your projects. Led by Tanya Richard, who heads DAG's team of exceptional designers. This team is well-versed with the DeKalb County School District and Georgia Department of Education procedures. Teaming up with local consultants, we ensure in-depth knowledge of local DOE and school district, delivering our services with both speed and expertise.

We are thrilled at the prospect of collaborating with the DeKalb County School District. With more than 40 years of experience, we are confident that our expertise will prove invaluable to your growing system. Eager to roll up our sleeves, we look forward to working with you on this journey to enhance the future of the DeKalb County School District. Together, we will build the foundation for a brighter tomorrow.

Sincerely,

Tanya Richard
Tanya Richard
Associate Principal, DAG Architects, Inc.

Roger Grier
Managing Principal, DAG Architects, Inc.

RFD No. 24-752-017, DeKalb County School District Professional Architectural Services - 1

Section 4.2

CONTENTS



4.1 Letter of Introduction

Page 2

4.2

Table of Contents

Page 3

4.3 Compliance Information

Page 4

5.0 Initial Screening Criteria

Page 8

SECTION 1.3 COMPLIANCE INFORMATION

Section 4.3 COMPLIANCE INFORMATION

- 4.3.1 Georgia Secretary of State Certification
- 4.3.2 Registration from Georgia Secretary of State
- 4.3.3 Years in Business/Firm Information
- 4.3.4 Conflicts of Interest
- 4.3.5 Financial Resources

4.3.1 Firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.



4.3.2 The Firm must be properly registered, licensed, and certified at the time of submission.



4.3.3 The Firm must have been in continuous business for a minimum of five years.

42 YEARS
IN BUSINESS

351 COMBINED YEARS
OF LEADERSHIP
EXPERIENCE

BUSINESS LOCATIONS

Atlanta
1401 Riverchase Street, Suite 200
Atlanta, GA 30339
(770) 315-1035

DAG Architects is a Corporate and regional architecture firm operating in the Southeast. We have six offices in Florida and Georgia.

Des Moines, IA

1223 Alcott Road
Des Moines, IA 50314
(515) 281-6152

Parsons City

100 Main Street, Suite 101
Parsons, IA 50651
(515) 281-6171

Atlanta

40 S. Peachtree Place, Suite 201
Pensacola, Florida 32502
(850) 429-0044

St. Petersburg

4207 MacDuff Avenue, Suite 101
St. Petersburg, FL 33706
(772) 407-7044

St. Petersburg

400 S. Gadsden Street, Suite 100
St. Petersburg, Florida 33701
(850) 456-7044



ORGANIZATIONAL STRUCTURE OF THE BUSINESS

DAG Architects is a corporation organized in the State of Florida.

Principals:

10
Associate Principals: 9
Architectural Staff: 18
Administrative Staff: 45

OWNERSHIP INTERESTS, ALL PRINCIPALS

• Roger Godehn • John Godehn
• Paul Belsch • Fred Vilgand
• Christine Clark III • Michelle Regier
• Jack D. Davis • Robert Zimmerman
• Owen E. Gibson
• Dave C. Linnell

4.3.4 The Firm must identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this selection.

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

RFQ No. 24-752-017
Page 1 of 2

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that
I, Tanya Richard, am the (Title)
Associate Principal/Project Manager and I am the duly authorized
representative of the firm of (Firm Name) DAG Architects, Inc. (the "Firm") for purposes of this
Affidavit, whose address is (Firm Address)
1401 Riverchase Street, Suite 200, Atlanta, GA 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 employer, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

Firm Representative	Owner Representative	Relation

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 its knowledge, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project, or any Owner Representative.

EXCEPTIONS (fully disclose and completely explain)

(Continued on Next Page)

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

RFQ No. 24-752-017
Page 2 of 2

4. This disclosure is made without prior understanding, agreement, or connection with any cooperation, 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: Tanya Richard
Printed Name: Tanya Richard, Associate Principal/Project Manager
Firm Name: DAG Architects, Inc.
Date: 11/19/2024

Sworn to and described before me this 19 day of January, 2024.

Personally known: X

OR Produced Identification: _____

Type of Identification: _____

Notary Public - State of: Florida

My Commission Expires: May 18, 2025

Attest Notary Seal Here

4.3.5 The Firm must demonstrate they have the necessary financial resources to complete the project and show their history of working proactively to avoid litigation with Owners.

4.3.5.1 Financial Statement:

February 10, 2023

RE: DAG Architects Inc.

To Whom It May Concern:

The letter is to confirm that based on DAG Architects, Inc.'s financial statements for December 31, 2022, the company is financially stable. The company is reporting adequate working capital for business operations.

This information is based on representations provided by DAG Architects, Inc. Any use of this letter by you is solely a matter of your responsibility and judgment. This letter is not intended to establish a client relationship with you, or to establish any obligation on our part to provide additional information with regard to DAG Architects, Inc., or this letter.

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

Sincerely,
Warren Averett, LLC

John W. Kelley, CPA
John W. Kelley, CPA

C: DAG Architects Inc.

1/1/2023

4.3.5.2 Insurance Capacity: Firms must provide evidence that they have all insurance coverage's as specified in A/E contract included with this RFO.

ACORD 203 - Certificate of Liability Insurance

Policy No. 1111111111

Insured: DAG Architects, Inc.

Address: 1500 Airport Road, Suite 100, Dallas, TX 75201

Broker: [Redacted]

Effective Date: 1/1/2023

Expiration Date: 12/31/2023

Policy Limits: \$1,000,000 per occurrence, \$2,000,000 aggregate

Policy Description: Professional Liability Insurance

Policy Details: [Redacted]

Policy Status: In Force

Policy Endorsements: [Redacted]

Policy Conditions: [Redacted]

Policy Exclusions: [Redacted]

Policy Inclusions: [Redacted]

Policy Notes: [Redacted]

Policy Signature: [Redacted]

Policy Stamp: [Redacted]

WJW 1/1/2023 DAG Architects Inc. Professional Liability Insurance Policy No. 1111111111

4.3.5.3 Litigation: Submit all litigation of any kind involving firm, its officers, or directors with a project owner where the total amount in controversy exceeds \$100,000.00 within the last five years.

July 11, 2022

4.3.5.3 Litigation

DAG Architects Inc. has been involved in three suits in the past five years:

1. 2019 Claim for direct costs and expenses to rebuild the roof of a library center. Claim Paid: \$0.
2. 2020 Claim for copyright infringement of a photograph. Claim Paid: \$0.
3. 2022 DAG submitted a professional liability claim to its insurance carrier related to construction cost billing issues between DAG's client and the client's project contractor. Claim Paid: \$500,000.

We have a good working relationship with our clients and consultants, and we work to avoid situations that need to be resolved through litigation.

DAG Architects has no active or pending litigation.

1/1/2023

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

February 1, 2024

Re: Linda Chalket
Senior Procurement Manager
Osceola County Board of Education
Sam A. Moss Senior Center
1100 Montclair Road
Tucker, GA 30084-6165

Re: Professional Architectural Services and Engineering Services

DAG Architects, Inc. has reported no claims to its professional liability insurance carrier within the past two years, as follows:

1. In March 2017, DAG reported a record-only claim to its insurance carrier following an information request from a condemnation acquisition. No claims were asserted against DAG and the record-only claim has been closed.
2. In April 2022, DAG submitted a professional liability claim to its insurance carrier related to construction cost billing issues between DAG's client and the client's project contractor. DAG's addition to the dispute arose from its role as the project architect and its participation in the project's cost management process. DAG believed it correctly fulfilled its responsibilities under the project contract and the claim was unfounded. In September 2023, the insurance company made the decision to settle the claim and paid the client a sum of approximately \$800,000.

WJW 1/1/2023 DAG Architects Inc. Professional Liability Insurance Policy No. 1111111111

- 5.1.1 Successful Related Architectural Experience
- 5.1.2 Proposed Project Staff and their Functions
- 5.1.3 Workload
- 5.1.4 Equitable Distribution
- 5.1.5 References

A photograph of a modern playground. In the background, there is a long, low wooden building with large windows and a flat roof. To the left, a blue canopy covers a seating area. The playground floor is made of brown rubber mulch. Several children are playing on a large green dinosaur-shaped slide. To the right, there is a large wooden play structure resembling a car or a truck. Two large blue umbrellas are open over the play area. The sky is clear and blue.

Our entire focus is designing spaces that lead to successful outcomes for students. We apply the entirety of our experience for the benefit of our DCSD to ensure projects help meet the school's educational goals.

WFO No. 24752-00, Exhibit C: Copy School District Professional Architectural/Engineering Services 19

What is the main purpose of the passage? (Select one)

S.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

- A. Project Name/Location Brevard Public Schools Continuing Contract, Vero, FL
- B. Firm's Responsibility Design management, consultant coordination, & client liaison.
- C. D. Project Owner Representative David T. DeSantis, Director of Planning & Project Management, 2700 Judge Paul Jamison Way, Vero, FL 32940 (820) 833-1000
- E. Project Description Completion Contract Value \$20
- F. Project Size/Variety
- G. Project Cost/Project Size less than \$1 million
- H. Project Current Status In Progress
- I. Key Personnel David Lubrell

BREVARD PUBLIC SCHOOLS

CONTINUING CONTRACT

Work for which staff is Responsible:

BPS Architects and its consultants (BPS and Public Schools) provide turnkey architectural and related services on-demand at locations throughout the County. Individual projects do not exceed \$1 million in construction costs. Project types vary from renovations to new construction.

BPS provides preliminary design and planning, project administration, facility assessments, schematic design through construction documents, permitting, bid assistance, construction administration, and engineering consultant management.

Projects BPS has been assigned by BPS include:

- Andrew Jackson Middle School Computer Lab
- Coosa Branch Elementary Outdoor Classroom
- Pinckney Elementary School Outdoor Classroom
- Brevard Achievement Center CDA Training Facility

Project Relevance:

- Continuing Contract for multiple projects
- Renovations
- Additions



PHOTO: D. DE SANTIS, BPS ARCHITECTS AND ITS CONSULTANTS (BPS AND PUBLIC SCHOOLS)

10/20/2020

S.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

- A. Project Name/Location Escambia County School District Continuing Contract, Pensacola, FL
- B. Firm's Responsibility Architect & Construction Administration
- C. & D. Project Owner Representative Escambia County School District, Keith Vlasdin, Director of Facilities, (904) 469-5600, dleez@escambia.k12.fl.us, 15 N. Duval Blvd., Pensacola, FL 32505
- E. Project Completion Through April 2024
- F. Project Size/Approx. \$25.1M
- G. Project Cost/Approx. \$10.1M
- H. Project Current Status Through April 2024
- I. Key Personnel David Lubrell

ESCAMBIA COUNTY SCHOOL DISTRICT

CONTINUING CONTRACT

Work for which staff is Responsible:

ESCD has held a continuing contract with the School District of Escambia County since 1993. We have completed numerous projects within the district with a total of \$2 million or less under this continuing contract. Some of the projects completed include:

- Franklin Middle School Classroom Addition
- Two High School Repairs and Upgrades
- Ferry Park Elementary School Kitchen and Restroom Upgrades
- Washington Middle School Classroom Repairs and Facility Upgrades at Escambia West Florida and Washington High Schools
- Northview High School Roof Replacement and Interior Repairs and more.

Project Relevance:

- Completed three projects at same
- Similar project size
- HVAC Replacement
- Kitchen Renovation
- Elementary Schools
- Restroom Renovations
- Ceiling Replacement
- LED Lighting
- Roof Replacement



PHOTO: D. DE SANTIS, BPS ARCHITECTS AND ITS CONSULTANTS (BPS AND PUBLIC SCHOOLS)

10/20/2020

5.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

HOLMES COUNTY SCHOOLS

CONTINUING CONTRACT

- A. Project Name/Location Holmes County Schools continuing contract, Chipley, FL
- B. Firm's Responsibility Architectural, Interiors & Construction Administration
- C. & D. Project Owner Representative Mickey Hedson, Former Facilities Director 753 West Boulevard, Chipley, FL 32426 (904) 638-0131, ext. 2302
- E. Project Completion Through 2024
- F. Project Size under 4,000 SF
- G. Project Cost Projects under \$2 million
- H. Project Present Status Complete
- I. Key Professionals Roger Godwin

H. Work for which staff was Responsible DAG Architects provided architectural services for five projects to Holmes County Schools under a previous continuing services contract. Three projects were completed under that contract:

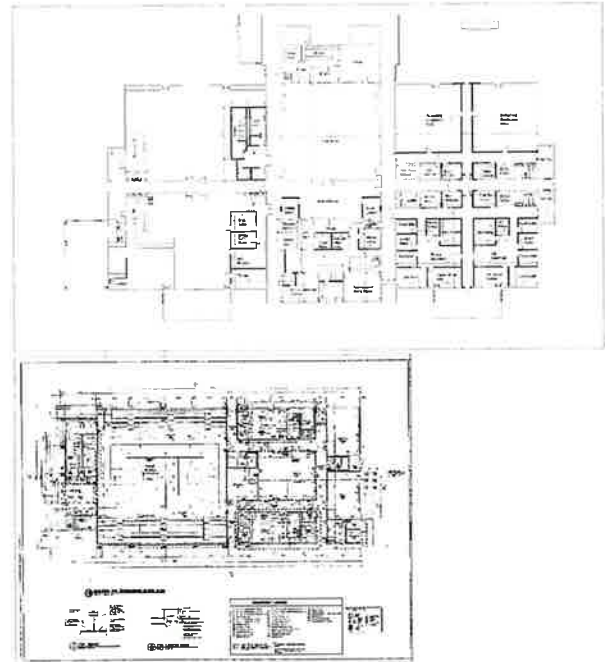
- Holmes County Schools Hurricane damage re-roof
- Holmes County Schools Secure Lobbies
- Holmes County Schools Admin Relocation

Two projects are still ongoing and we are still actively working with the School District to complete:

- Holmes County Schools GAP Renovation
- Holmes County Schools Administration Service Relocation

Project Reference:

- Elementary School Renovations
- Classroom Additions
- Student Media Improvements
- Key Personnel



162 photos

80% by 10/20/2019 Holmes County Schools and Professional Architectural Screening Service | 13

SECTION 5.0 | INITIAL SCREENING CRITERIA

5.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

LEON COUNTY SCHOOL DISTRICT

CONTINUING CONTRACT

- A. Project Name/Location Leon County Continuing Contract, Tallahassee, FL
- B. Firm's Responsibility Architectural Design management, interiors, consultant coordination, client liaison
- C. & D. Project Owner Representative Leon County School District, Danny Albritton, Director of Facilities, (904) 497-7147, allbritton@leonschools.net 3420 W. Tharpe Street, Suite 100, Tallahassee, FL 32303-1139
- E. Project Completion 2019-2021
- F. Project Size 10,000-50,000 sq ft projects
- G. Project Cost \$500,000-\$2 million combined
- H. Project Present Status Complete
- I. Key Professionals Roger Godwin

H. Work for which staff was Responsible

DAG has worked on many projects with the Leon County School District, with some done under the continuing contract and other projects done as separate contracts. Among the smaller projects were Phase I and Phase II Improvements to the Leon High School cafeteria, remodeling of Leon's Band Room, Chorus Room and Science wing, addition of an outside Junior ROTC firing range at Leon High School, and cafeteria remodeling at Griffin Middle School.

Our projects also include classroom additions, cafeteria and food service improvements, expansions, and additions, re-roofing projects, HVAC system replacements, gymnasium and athletic facility renovations and additions, accessibility upgrades

and ADA and life safety conversions, inside and outside renovations and additions, media center renovations and additions, new ROTC buildings and other ranges, master planning and programming, new expansions and improvements, and design and construction of compressed natural gas fueling stations and bus maintenance facilities

Project Reference:

- HVAC System Upgrades
- Similar size Projects
- More intensive projects at a time
- Classroom Renovations
- Re-Roofing



162 photos

80% by 10/20/2019 Leon County Schools and Professional Architectural Screening Service | 14

5.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

A. Project Name/Location Mosley High School Multi-phased renovation, Lynn Haven, FL
 B. Firm/Request for Architectural Services & Construction Administration
 C. G.D. Project Owner Representative Day Twicket Schools, Lee Walkers, Director of Facilities, (850) 767-4205
 D. Project Cost \$6,607,446
 E. Project Present Status Complete
 F. Project Completion Date August 2014
 G. Project Size 60,000 sq ft
 H. Project Location Panama City, FL 32401
 I. Project Completion Date August 2014
 J. Project Present Status Complete
 K. Project Location Regan Corliss, Dale Littlefield

MOSLEY HIGH SCHOOL

BAY DISTRICT SCHOOLS

H. Work for client staff was Responsible

This high school opened in 1973 and other than a few areas that were renovated or replaced, most of the building dated back 40 years. The kitchen, cafeteria, and the cafeteria was a drop and dark, and the cafeteria was a small, cramped space and not a place to eat, including this project.

The renovation and only project would be a "total" renovation. This renovation was the importance of education in the county, improving the school's impression to the students and visitors, and providing a new, modern, and safe environment for the school's students and staff.

The renovation and only project would be a "total" renovation. This renovation was the importance of education in the county, improving the school's impression to the students and visitors, and providing a new, modern, and safe environment for the school's students and staff.

collaboration between students and faculty. Corridors are no longer dark and gloomy but feature new finishes, textures and lighting that allow more natural way finding. Classrooms and support spaces have been renovated to provide all new finishes, lighting, air conditioning, and plumbing.

The existing dining facility is now more functional, with a large, open view from one end that brings in natural light and opens up the previously cramped and dark space. A new food court, including new serving lines and seating areas, new graphic banners, a commons area, and a new food trophy case and "hall of fame" replaces the previously dark setting. The new area is not gloomy and now leads to an outdoor dining patio framed by fabric awnings.

Project References:

- Key Renovation
- Kitchen Renovation
- Lighting Replacement
- Kitchen Renovation
- Classroom Upgrades

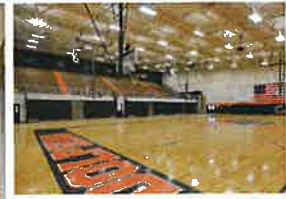


Photo 24-02-01: Bay District Schools Board Project and Architectural Services Series 1/1

16 Labels

5.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

A. Project Name/Location Milton High School multiple projects, Milton, FL
 B. Firm/Request for Architectural Services & Construction Administration
 C. G.D. Project Owner Representative Santa Rosa County School District, Jerry Hamell, Director of Facilities
 D. Project Cost \$29,800,000
 E. Project Completion Date June 2012
 F. Project Size 15,000 sq ft
 G. Project Location Santa Rosa County School District, Jerry Hamell, Director of Facilities
 H. Project Completion Date June 2012
 I. Project Present Status Complete
 J. Project Location Santa Rosa County School District, Jerry Hamell, Director of Facilities

MILTON HIGH SCHOOL

SANTA ROSA COUNTY SCHOOL DISTRICT

H. Work for client staff was Responsible

DAG Inc. worked with Santa Rosa County School District on multiple projects at their Milton High School. The renovation project included the kitchen, including locker rooms, gymnasium, and classroom. The renovation project included the kitchen, including locker rooms, gymnasium, and classroom. The renovation project included the kitchen, including locker rooms, gymnasium, and classroom.

The existing locker room was used for all sports and physical education classes. This facility was completely demolished and rebuilt. The gymnasium was completely demolished and rebuilt. The gymnasium was completely demolished and rebuilt. The gymnasium was completely demolished and rebuilt.

The science building addition was added to encourage students to develop an

appreciation and understanding of agriculture and land management. This space features a modern kitchen and dining area, as well as an adjacent classroom for instruction. The 10,147 sq ft new food service facility has a new kitchen, and a new dining area. This project was completed in 2012, and the new kitchen and dining area is now open for use.

The kitchen and dining area were completed in 120 days, and the new dining area is now open for use. The new kitchen and dining area were completed in 120 days, and the new dining area is now open for use. The new kitchen and dining area were completed in 120 days, and the new dining area is now open for use.

Project References:

- Improvement of the school
- High School
- New Facility
- Classroom Addition
- Mechanical Replacements



Photo 24-02-01: Bay District Schools Board Project and Architectural Services Series 1/1

16 Labels

51.2 Proposed Project Staff and their Functions:
The quality, experience and quantity of staff and their functions will be evaluated by the Committee. The Committee will also evaluate the firm's capabilities to provide service.

51.21 Organization Chart
The DAG team assigned to this project is currently working together on the Crestview K-5 School.



"Tanya Richard, the team's Project Manager, has worked with all of these firms" who are located nearby at DeKalb County School District and Atlanta Public Schools. Due to the number of school districts in Georgia, managing 100+ agencies, DAG Architects has chosen to engage the second best engineering firm. This decision was made in a decision made in a meeting on the project page.

10/10/2020

51.23 Brief resumes of key persons

TANYA RICHARD AIA, LEED BD+C
ASSOCIATE PRINCIPAL/PROJECT MANAGER

Tanya has a passion for building team-oriented professionals and for her architectural work. Through 20 years of experience as a project manager, she has gained skills in managing the design of schools, building homes and other educational facilities, and supervising the construction of these facilities. She is currently working on the Crestview K-5 School. Her focus is on building high-quality buildings.

She has worked with many school districts in the past few years. She has worked with the Georgia Institute of Technology (GIT) on a project to build a new building. She has worked with the Georgia Institute of Technology (GIT) on a project to build a new building. She has worked with the Georgia Institute of Technology (GIT) on a project to build a new building.

RELEVANT PROJECTS

DAG K-12 EXPERIENCE

- DeKalb County School District, Crestview K-5 School, 2019

INDIVIDUAL K-12 EXPERIENCE

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

- DeKalb County School District, Crestview K-5 School, 2019

10/10/2020



NORWOOD DENNIS
PROJECT CAPTAIN

Over the past six years, Norwood has worked with mission-based clients to create meaningful plans that enrich the community through intentional planning and thoughtful design. He has led projects from start to finish in his career and served as the Project Captain for recent projects, including the Crestview K-5 School and coordinating with various stakeholders. Norwood is currently working with Project Manager Tanya Richard on the Crestview K-5 School as the Project Captain. His role is to lead the project with DCD standards and the DAG standard requirements.

EDUCATION
Master of Architecture, Georgia Institute of Technology, 2017

Bachelor of Science in Architecture, Georgia Institute of Technology, 2015

JOB ASSIGNMENTS FOR OTHER PROJECTS

Project Captain

With DAG < 1 year

Total Experience 6 years

RELEVANT PROJECTS

DAG EXPERIENCE

- Oakwood County School District, Crestview K-5 School, 2019

INDIVIDUAL EXPERIENCE

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition

- The Weber School Athletic Complex Renovation & Addition



CHASE PARRISH
PROJECT PRODUCTION

Chase is currently working with Project Manager Tanya Richard on the Crestview K-5 School in Oakwood County, GA. He is currently seeking opportunities to create dynamic spaces and improve existing spaces for the user experience. His attention to detail is an asset to the team.

EDUCATION
Master of Science in Building Construction & Facilities Management, Georgia Institute of Technology, 2015

Bachelor of Science in Architecture, Georgia Institute of Technology, 2013

JOB ASSIGNMENTS FOR OTHER PROJECTS

Project Captain

With DAG < 1 year

Total Experience 11 years

RELEVANT PROJECTS

DAG K-12 EXPERIENCE

- Oakwood County School District, Crestview K-5 School, 2019

INDIVIDUAL EXPERIENCE

- Clemson University Master Plan studies, Clemson, SC

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

- Oglethorpe University Master Plan studies, Savannah, GA

10/10/2020



NATHANIEL HAMMOND PE MANAGING MECHANICAL ENGINEER



Nathaniel Hammond is the Managing Director for Hammond Engineering, Inc. and a Mechanical Engineer. He has over 17 years of experience in business operation and project management. Nathan handles the daily operations of Hammond Engineering's Atlanta Office and is responsible for the overall effort and selection of all projects. He ensures all resources are made available to Hammond Engineering's clients. His main goals in life are to ensure that all designs are up to design criteria protocols, are delivered on time and within the contract's allotted budget.

EDUCATION

B.S. in Mechanical Engineering
Florida State University, 2003

ACTIVE REGISTRATIONS

Georgia Professional Engineer
MECHANICAL

JOB ASSIGNMENT FOR OTHER PROJECTS

Managing Director

Managing Mechanical Engineer

YEARS OF EXPERIENCE

Total Experience: 17 years

RELEVANT PROJECTS

Prince Academy Charter School, Atlanta, GA. 2000 SE renovation of an old retail store into an new charter school. In Decatur County. The new charter school consists of 11 classrooms, reception, conference room, staff offices, clinic, and group bathroom. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. Role: Managing Director & Mechanical Engineer.

St. Sharon Elementary School, Marietta, GA. Elementary School renovation that consisted of the main classroom building and 2 buildings added at different times during the school's existence. Renovation included the upgrading of the school's old cooling and heating systems to VAV and the new installations of the sprinklers. Additionally, upgrades to Electrical and Plumbing Systems to extend the useful life of the school for future student growth. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. Role: Managing Director & Mechanical Engineer.

Atlanta Public School Theater upgrades for 5 Schools, Atlanta, GA. Theater upgrades for 5 schools that include: May High School, BOSTON King Academy, Douglas High School, South Atlanta High School, and Washington High School. Hammond Engineering's scope was to provide Electrical Engineering Design service for the power distribution and lighting design. Role: Managing Director & Mechanical Engineer.

Atlanta Public School Vestibule Addition for 17 Schools, Atlanta, GA. Security Vestibule addition for 17 schools and school zones that included HVAC, Electrical, and Low Voltage engineering design services. Role: Managing Director & Mechanical Engineer.

Brigham Academy Charter School, Marietta, GA. Charter renovation of existing school and classrooms for 200 students. Hammond Engineering provided the Mechanical, Electrical, Plumbing, and Fire Protection Engineering design services. Role: Managing Director & Mechanical Engineer.



STEPHEN FARQUHARSON LEED ELECTRICAL LEAD



Stephen Farquharson is an Electrical Engineer with over 14 years of Electrical Engineering Design and Construction Management experience. He has worked on several Electrical engineering on many of Hammond Engineering projects. His expertise includes design of UPS, fire alarm, lightning protection, lighting, and power systems. Mr. Farquharson has provided Electrical Design and construction management for various of Hammond's municipal, government, and country projects. He has the experience in managing complex projects targeting LEED design including several LEED silver projects.

EDUCATION

BS in Electrical Engineering
Florida Atlantic University, 2009

ACTIVE REGISTRATIONS

LEED AP

JOB ASSIGNMENT FOR OTHER PROJECTS

Electrical Engineer

YEARS OF EXPERIENCE

Total Experience: 14 years

RELEVANT PROJECTS

Atlanta Public School Theater upgrades for 5 Schools, Atlanta, GA. Theater upgrades for 5 schools that include: May High School, BOSTON King Academy, Douglas High School, South Atlanta High School, and Washington High School. Hammond Engineering's scope was to provide Electrical Engineering Design service for the power distribution and lighting design. Role: Managing Director & Mechanical Engineer.

Atlanta Public School Vestibule Addition for 17 Schools, Atlanta, GA. Security Vestibule addition for 17 different schools across the district which included HVAC, Electrical, and Low Voltage engineering design services. Role: Managing Director & Mechanical Engineer.

Brigham Academy Charter School, Marietta, GA. Charter renovation of existing school and classrooms for 200 students. Hammond Engineering provided the Mechanical, Electrical, Plumbing, and Fire Protection Engineering Design services. Role: Managing Director & Mechanical Engineer.

Prince Academy Charter School, Atlanta, GA. 2000 SE renovation of an old retail store into a new charter school. The new charter school consists of 11 classrooms, reception, conference room, staff offices, clinic, and group bathroom. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. Role: Managing Director & Mechanical Engineer.

St. Sharon Elementary School, Marietta, GA. Elementary School renovation that consisted of the main classroom building and 2 buildings added at different times during the school's existence. Renovation included the upgrading of the school's old cooling and heating systems to VAV and the new installation of the sprinklers. Additionally, upgrades to Electrical and Plumbing Systems to extend the useful life of the school for future student growth. Hammond Engineering provided Mechanical, Electrical, Plumbing, and Fire Protection Design services for this project. Role: Managing Director & Mechanical Engineer.

16/04/2020

16/04/2020 16:46 Daily School Board Project Board Meeting Agenda



THOM H. WILLE PE, LEED AP PRINCIPAL MECHANICAL ENGINEER



Thom has over 35 years of engineering experience in project management and mechanical systems design. He joined ISA as a Mechanical Engineer in 1991 and is now a Principal at the firm with an early focus on sustainable design and energy efficiency. Thom became a LEED Accredited Professional in 2001, since then he has participated as a LEED design engineer or commissioning authority on 20 LEED projects, including two LEED Platinum certified buildings in the state of Georgia.

EDUCATION

Master of Science, Mechanical Engineering, Rochester Polytechnic Institute, 1994

Bachelor of Science, Master Engineering & Master International, U.S. Merchant Marine Academy, 1987

ACTIVE REGISTRATIONS

Georgia, California, Texas, New York, Virginia, & 15 other states

JOB ASSIGNMENT FOR OTHER PROJECTS

Principal Mechanical Engineer

Senior Project Manager

YEARS OF EXPERIENCE

With ISA: 20 years

Total Experience: 36 years

RELEVANT PROJECTS

PUBLIC SCHOOLS

Adair County
Riv. Marsh HS HVAC Upgrades
Riv. Marsh HS Renovation
Carly Lane HS Renovation
Cedar Grove HS Renovation
Clayton Hill HS HVAC Upgrades
Henderson Mill HS Renovation
Isley Lake HS Renovation
Pinola Way HS HVAC Upgrades
Robert Shaw HS Renovation
Chick County
Edison Elementary School
Cobb County
Dahlia HS Renovation
Dawson HS Renovation
Hazen Academy Renovation
Lewington HS Addition
Norton Park HS Renovation
Simpson MS Add'l Renovation
Wheeler HS Add'l Renovation
Fulton County
Duck Creek HS Renovation
Hilade HS Fire Alarm
Polk County HS Add'l Renovation

Renovated ES Renovations

Sandy Springs MS Fire Alarm Permit County
North Fawcett HS Add'l Renovation
Gwinnett County
Dixie HS Renovation
Bethesda HS Renovation
McSwain HS HS Renovation
Lithium HS Renovation
Pinkney HS HS Renovation
City of Atlanta
The B.E.S.T. Academy
Lithium HS HS HVAC Modifications
Centennial Charter HS Renovation
C.R. King Veterans Academy
E. Rivers Elementary School
Douglas HS Gymnasium
Douglas HS Addition & Renovation
North Atlanta HS Renovation
Duck Creek HS Addition & Renovation
Sylvan Hills Middle School
City of Decatur
Decatur HS Addition & Renovation
Decatur HS Gymnasium



LEAH T. BENINCASA PE, LEED AP PRINCIPAL ELECTRICAL ENGINEER



Ms. Benincasa has been at BCE for over 20 years and has over 30 years of experience. She is a graduate from the Georgia Institute of Technology and is a LEED Building Design + Construction Accredited Professional. She has been involved in many LEED registered projects, including the first LEED Platinum certified building in the Southeast.

She was the lead engineer for the new Arthur M. Blank Family Upper School at Pace Academy in Atlanta, GA. The new academic building included chemistry, biology, physics, and environmental science labs, offices, resource center, multi-story library, and a student common. Electrical work included new electrical service and distribution, lighting, and the alarm system.

Ms. Benincasa is the electrical engineer for the renovation and expansion of the Langston Hall Building at Clark College at Emory University. Langston Hall is a new story historic building built in 1914. The project included the full renovation of the building for renovation, restoration, and was awarded LEED Silver. She was the project engineer for Pace Hall at Emory University. Pace Hall is a new 175,000 sq ft building which also includes Residence Life offices and was awarded LEED Gold.

RELEVANT PROJECTS

K-12 SCHOOLS

DeKalb County Schools - Dunwoody & Dunwoody Perimeter
Pace Academy - Upper School Lower School Renovation, New Lower School
Mt. Paran Christian School - Murphy Innovation Center, Arts Center & Chapel Renovation, Dining Renovation
Mt. Paran Christian - New Upper School
Mt. Paran Christian - Upper School, Education Building Renovation
Holy Innocents Episcopal - Arts, Science, and Commons Building
Atlanta Academy - Middle School Renovation, New East House, New Administration Building, New Middle School, Chapel Renovation
Knox Charter School - Middle School Addition
Westminster Charter - Condon Upgrade, Campus
Valdosta - New Lower School, New Tennis Building
Decatur High School Performing Arts Gymnasium & Stadium
Decatur City Schools - Condon Renovation, Oakhurst Renovation

16/04/2020

16/04/2020 16:46 Daily School Board Project Board Meeting Agenda



DAG Architects

WFLA-TV 10 HD, Brian County School District Professional Architectural Engineering Services - 18



ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

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

Owner's Project Specific Information

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

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

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

Indicate **Addenda(s) Nos.** #1-1/8, #2-1/12, #3-1/24 received (**none unless indicated here**). The Architect/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Architect/Engineer shall be bound by all of the terms and conditions contained in this RFQu.

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

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

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

Name of Architect/Engineer: DAG Architects, Inc.

Signature: Tanya Richard Printed Name: Tanya Richard

Title: Assoc. Principal/Project Manager Date: 1/19/2024

Sworn to and subscribed before me this 19 day of January, 2024.

Notary Public: Lauryn Taylor Wilson My commission expires: 5.22.2027

(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 Florida
COUNTY OF Okaloos

I, Patrick Ballasch, certify that I am the Secretary of the
corporation named as offeror in the foregoing proposal; that Tanya Richard
who signed said proposal on behalf of the offeror was then Associate Principal of said
corporation; that said proposal was duly signed for and in behalf of said corporation by authority
of its Board of Directors, and is within the scope of its corporate powers; and that said
corporation is organized under the laws of the State of Florida.


[signature]

Patrick Ballasch
[typed name]

Subscribed and sworn to
before me this 19 day of
January, 2024.

(SEAL)



My Commission Expires:
May 18, 2026

ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 1 of 5

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

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

DAG Architects, Inc.

[legal name of Architect]

1401 Peachtree Street NE Suite 200

Atlanta, GA

[address of Architect]

(470) 305-1005

[telephone number of Architect]

trichard@dagarchitects.com

[email address of Architect]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>210</u> per hour
Director:	\$ <u>155</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>120</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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 2 of 5

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

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Tanya Richard</u>	<u>Assoc. Principal / Project Manager</u>
<u>Roger Godwin</u>	<u>Principal in Charge</u>
<u>Norwood Dennis</u>	<u>Project Architect</u>
<u>Chase Parrish</u>	<u>Project Production</u>
<u>Dave Luttrell</u>	<u>Safe School / CPTED Specialist</u>
<u>Eberly & Associates</u>	<u>Civil & Landscape Architect</u>
<u>Shear Structural</u>	<u>Structural Engineer</u>
<u>Hammond & Associates</u>	<u>M/E/P Engineer</u>
<u>JSA Consulting Engineers</u>	<u>M/P Engineer</u>
<u>Barnett Consulting Engineers (BCE)</u>	<u>Electrical Engineer</u>
<u></u>	<u></u>

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 3 of 5

Civil:	<u>Eberly Associates</u>
Structural:	<u>Shear Structural</u>
Mechanical:	<u>JSA Consulting, Hammond & Associates</u>
Plumbing:	<u>JSA Consulting, Hammond & Associates</u>
Electrical:	<u>BCE, Hammond & Associates</u>
Kitchen Consultant:	<u></u>

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
Addendum No. 1 - 1/8/2024, Addendum No. 2 - 1/12/2024 Addendum No. 3 - 1/24/2024
- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

DAG Architects, Inc.

[typed name of Architect]

By: Tanya Richard [seal]

[signature]

Tanya Richard, Project Manager

[typed name and title]

1401 Peachtree Street NE Suite 1, Atlanta, GA 30309

[address of Architect]

(470) 305-1005

[business telephone number]

1/19/2024

[date of execution]

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

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 5 of 5

N/A

(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 Florida

COUNTY OF Okaloosa

COMES NOW, DAG Architects, Inc. ("Offeror"),
[Name of Offeror]

appearing by and through Tanya Richard, its Associate Principal
[insert name of individual with authority to bind Offeror] [title]

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

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

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

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official

Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

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

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

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

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

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

This 19 day of January, 2024

DAGArchitects, Inc.

[insert name of Offeror]

and

Tanya Richard

[insert name of Individual And Representative Affiant]

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

Associate Principal

[insert title]

Individual Affiants' signatures and names:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

Sworn to and subscribed before me this 19th day of January, 2024

Notary Public: [signature] My commission expires:

(SEAL)



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 19 day of January, 2024.

DAG Architects, Inc.

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

By: Tanya Richard

Printed name: Tanya Richard

Printed Title: Associate Principal/Project Manager

ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

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

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

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

(a) TR (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) TR (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) TR (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) TR (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.

Tanya Richard
Signature

1/19/2024

Date

911590

9/22/2015

EEV/Basic Pilot Program
User Identification Number

Date of Authorization

Firm Name: DAG Architects, Inc.
Street/Mailing Address: 1401 Peachtree Street NE, Suite 200
City, State, Zip Code: Atlanta, GA 30309
Telephone Number: (470) 305-1005
Email Address: trichard@dagarchitects.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

19 DAY OF January, 2024

Lauryn Taylor Wilson
Notary Public

My Commission Expires: May 22, 2027



ATTACHMENT H: NO SUBMITTAL RESPONSE FORM

RFQu Number: **24-752-017**

Title: **Professional Architectural/Engineering Services**

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

N/A

DeKalb County Board of Education (the "Board")
Attention: Senior Procurement Manager
Email: belinda_quillet@dekalbschoolsga.org

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

Company Name: _____

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.

EXHIBIT "H"

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

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

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

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

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

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

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

Required Local Funds in the amount of \$_____, and

Additional Required Local Funds in the amount of \$_____.

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

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

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

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

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

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

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

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

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

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

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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: [Signature]
[Signature]

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

By: [Signature]
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

7-9-24
[Date of Execution]

ARCHITECT:

D&G Architects, Inc.

By: [Signature]
[Signature]

Robert G. Bielamowicz
[Printed Name]

Principal
[Title]

1401 PEACHTREE ST NE Suite 200

Atlanta, GA 30309
[Printed Address]

5/22/24
[Date of Execution]

EXHIBIT "I"

CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

911590

09/22/2015

EEV/Basic Pilot Program User Identification Number

Date of Authorization

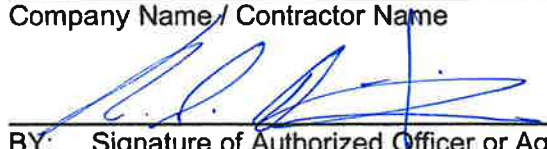
If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

DAG Architects

06/11/2024

Company Name / Contractor Name

Date

BY: 
Signature of Authorized Officer or Agent
Principal

06/11/2024

Date

Title of Authorized Officer or Agent of Contractor

Robert Bielamowicz

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

14th DAY OF June, 2024

Linda Diaz

Notary Public

My Commission Expires: November 13th, 2026



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

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

311503

8/25/2011

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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


BY: Signature of Authorized Officer or Agent

5/31/2024

Date

Eberly & Associates, Inc.

(Subcontractor Company Name)

CEO & President

Title of Authorized Officer or Agent of Subcontractor

Kevin Edwards, PE

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30th DAY OF May, 2024



Notary Public

My Commission Expires: March 27, 2026



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

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

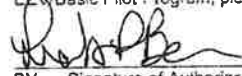
(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit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

99392
EEV/Basic Pilot Program User Identification Number

02/12/2008
Date of Authorization

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


BY: Signature of Authorized Officer or Agent

06/03/2024
Date

Barnett Consulting Engineers, Inc.
(Subcontractor Company Name)
CEO

Title of Authorized Officer or Agent of Subcontractor
Leah Benincasa, CEO

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
3rd DAY OF JUNE, 2024

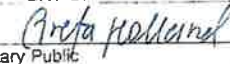

Notary Public
My Commission Expires April 12, 2025



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

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

1235354
EEV/Basic Pilot Program User Identification Number

10/3/17
Date of Authorization

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

[Signature]
BY: Signature of Authorized Officer or Agent
Shear Structural, LLC
(Subcontractor Company Name)
Managing Partner
Title of Authorized Officer or Agent of Subcontractor
Malory Atkinson
Printed Name of Authorized Officer or Agent

5/31/24
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31st DAY OF May, 2024
[Signature]
Notary Public
My Commission Expires: 2/14/28

