

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

Design

Professional: Chapman Griffin Lanier Sussenbach Architects, Inc

Design

Professional Address: 2300 Lake Park Drive, SE, Suite 165

Smyrna, Georgia 30080

Solicitation No.:

RFQu No. 24-752-017

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and Chapman Griffin Lanier Sussenbach Architects, Inc., authorized to do business in the State of Georgia, whose business address is 2300 Park Lake Drive, SE Suite 165, Smyrna, Georgia 30080 (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 Rebeca Tyson 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:

**Chapman Griffin Lanier Sussenbach Architects, Inc
2300 Lake Park Drive, SE, Suite 165
Smyrna, GA 30080**

ATTENTION: Rebecca Tyson

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

ARTICLE 24

MISCELLANEOUS

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

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

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

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 
[Signature]

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

By: 
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

6-11-24
[Date of Execution]


Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

Chapman Griffin Lanier Sussenbach
[Typed Name] Architects, Inc.

By: 
[Signature]

Rebecca Tyson, Principal
[Printed Name, Title]

2300 Lake Park Dr. SE., Ste 105

Smurna, GA 30080
[Printed Address]

5.29.2024
[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>
Rebecca Tyson	Principal-in-Charge
Teri Huling	Project Manager
Frankie Ware	Sr. Interior Designer
Mary Reeves	Construction Administrator
Civil Engineering:	Breedlove Land Planning, Inc.
Structural Engineering:	PES Structural Engineers
MEP Engineering:	Spurlock & Associates, Inc.
Food Service Consultants:	Camacho & Associates, Inc.

EXHIBIT "D"
RATE SCHEDULE

ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

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

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

Project No: **N/A**

RFQu Date: **December 14, 2023**

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,

Chapman Griffin Lanier Sussenbach Architects, Inc

[legal name of Architect]

2300 Lake Park Drive, SE, Suite 165

Smyrna, GA 30080

[address of Architect]

478.972.2100 (cell) 770.874.7374 (office direct)

[telephone number of Architect]

teri@cgl architects.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>175</u> per hour
Project Architect:	\$ <u>110</u> per hour
Project Manager:	\$ <u>110</u> per hour
Project Coordinator:	\$ <u>110</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

Civil:	<u>Breedlove Land Planning, Inc.</u>
Structural:	<u>PES Structural Engineers</u>
Mechanical:	<u>Spurlock & Associates, Inc.</u>
Plumbing:	<u>Spurlock & Associates, Inc.</u>
Electrical:	<u>Spurlock & Associates, Inc.</u>
Kitchen Consultant:	<u>Camacho Associates</u>

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

Addendum #1 - Dated 01/08/2024 Addendum #2 - Dated 01/12/2024 Addendum #3 - Dated 01/24/2024

- 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,

Chapman Griffin Lanier Sussenbach Architects, Inc
[typed name of Architect]

By: Teri S. Huling [seal]
[signature]

Teri Huling, Secretary
[typed name and title]

2300 Lake Park Drive, SE Suite 165 Smyrna, GA 30080
[address of Architect]

(404) 733.5493
[business telephone number]

01/30/2024
[date of execution]

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

EXHIBIT "E"

OTHER INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "F"

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

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

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

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

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

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

or

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

(Architectural or Engineering Firm)

(Signature of Architect or Engineer)

(Date)

(Georgia Architectural or Engineering License Number)

(Seal and Signature)

EXHIBIT "G"

DESIGN PROFESSIONAL PROPOSAL



RFQ# No. 24-752-017
PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES



submitted by:

CGLS ARCHITECTS, INC.

2300 Lake Park Drive SE, Suite 165
Smyrna, GA 30080

February 1, 2024



LETTER OF INTRODUCTION

January 30, 2024

DeKalb County School District
 Attn: Belinda Quillet, Senior Procurement Manager
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, GA 30084-6705

Re: Request for Qualifications
 RFQu 24-752-017
 Professional Architectural and Engineering Services

Dear Selection Committee:

The CGLS design team is pleased to present to you this proposal response demonstrating our credentials and interest in providing Professional Architectural and Engineering Services for various projects having less than \$5 Million Stated Cost Limitation for DeKalb County School District (DCSD.) We hope that you will see GCLS is broadly experienced in school projects of all sizes, including smaller renovations and modernizations to existing facilities. We have made K-12 Educational Design our primary focus for most of our nearly 30 years of Architectural practice and as such devote the same level of interest, skill, performance, and quality of service to every project, no matter its scope or complexity.

CGLS has a longstanding relationship with DCSD providing A/E services for more than 25 years. Our team worked with DCSD to develop the 2013 prototype elementary school design and many renovations projects in previous years. We present numerous smaller scale school renovation projects that show our breadth of experience in school renovations undertaken in quick time frames. We will work with the DCSD stakeholders to provide the services requested for SCL's under 5 million that adhere to DCSD design guidelines.

On every DCSD project, we have put our most knowledgeable talent forward and have strived to maintain open and effective communication with our DCSD stakeholders. We believe because of our commitment to provide Principal and Key Leader involvement all the way through each project and our dedicated adherence to our core philosophies that CGLS Architects has gained a strong positive reputation for providing all our clients with a project and process that continuously exceeds their expectations. Though we come to the table with a great deal of experience and knowledge working with DCSD, we still believe listening and understanding the unique needs of every project is the foundational key to a successful venture.

Thank you once again.

Teri S. Huling, RA, Principal
 teri@cglsearchitects.com

CGLS ARCHITECTS, INC.
 2300 Lake Park Drive SE
 Suite 165
 Smyrna, GA 30080
 404.733.5493 (voicemail)
 www.cglsearchitects.com

RFQu No. 24-752-017 - DeKalb County School District
 A/E Services for PROFESSIONAL ARCHITECTURAL AND
 ENGINEERING SERVICES

CGLS ARCHITECTS | PAGE 2



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COMPLIANCE INFORMATION

4.3.1 CERTIFICATION AS A BUSINESS IN GEORGIA

4.3.1.1 LEGAL NAME OF ENTITY & TYPE:

Chapman Griffin Lanier Sussenbach
Architects, Inc. (CGLS Architects)

Firm is an S-type Corporation

4.3.1.2 CERTIFICATION OF INCORPORATION FROM GEORGIA SECRETARY OF STATE:



STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration *Electronically Filed*
Secretary of State
Filing Date: 01/23/2024 10:36:03

BUSINESS INFORMATION

BUSINESS NAME	: CHAPMAN GRIFFIN LANIER SUSSENBACH ARCHITECTS, INC.
CONTROL NUMBER	: K425393
BUSINESS TYPE	: Domestic Profit Corporation
ANNUAL REGISTRATION PERIOD	: 2024

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS	: 2300 Lake Park Dr. SE, STE 165, Smyrna, GA, 30080, USA
REGISTERED AGENT NAME	: W Hampton Morris
REGISTERED OFFICE ADDRESS	: 191 Peachtree St. NE, Suite 4500, Atlanta, GA, 30303, USA
REGISTERED OFFICE COUNTY	: Fulton
OFFICER	TITLE ADDRESS
Rebecca Tyson	CEO 2300 Lake Park Dr. SE, Suite 165, Smyrna, GA, 30080, USA
Samantha Williams	CFO 2300 Lake Park Dr. SE, Suite 165, Smyrna, GA, 30080, USA
Teri Huling	Secretary 2300 Lake Park Dr. SE, Suite 165, Smyrna, GA, 30080, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS	: 2300 Lake Park Dr. SE, STE 165, Smyrna, GA, 30080, USA
REGISTERED AGENT NAME	: W Hampton Morris
REGISTERED OFFICE ADDRESS	: 191 Peachtree St. NE, Suite 4500, Atlanta, GA, 30303, USA
REGISTERED OFFICE COUNTY	: Fulton
OFFICER	TITLE ADDRESS
Rebecca Tyson	CEO 2300 Lake Park Dr. SE, Suite 165, Smyrna, GA, 30080, USA
John Ellis	CFO 2300 Lake Park Dr. SE, Suite 165, Smyrna, GA, 30080, USA
Teri Huling	Secretary 2300 Lake Park Dr. SE, Suite 165, Smyrna, GA, 30080, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	: Rebecca Tyson
AUTHORIZER TITLE	: Officer

COMPLIANCE INFORMATION



4.3.2 PROFESSIONAL REGISTRATIONS FOR ARCHITECTS/ENGINEERS:
All of the proposed professionals for your project are currently licensed and registered.

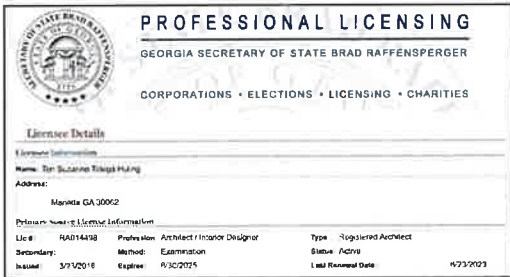
4.3.2.1 GEORGIA SECRETARY OF STATE PROFESSIONAL LICENSES:



BECKY TYSON - PRESIDENT / PRINCIPAL-IN-CHARGE:



MARY REEVES - PRINCIPAL / CONST. ADMINISTRATOR:



TERI HULING - PRINCIPAL / PROJECT MANAGER:



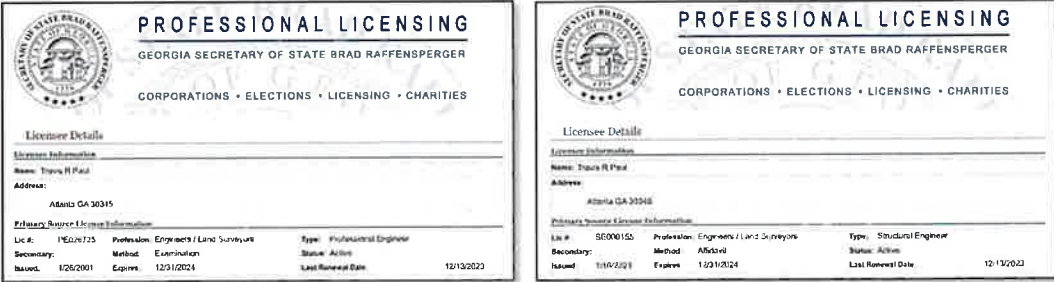
J. MATTHEW TANNER - LEAD CIVIL ENGINEER:



MICHAEL DILLON - LEAD MEP ENGINEER:

COMPLIANCE INFORMATION

4.3.2.1 GEORGIA SECRETARY OF STATE PROFESSIONAL LICENSES: (CONT'D)



TRAVIS PAUL – LEAD STRUCTURAL ENGINEER: PROFESSIONAL ENGINEER (P.E.) AND STRUCTURAL ENGINEER GA (S.E.)

4.3.3 GEORGIA BUSINESS FOR OVER 5 YEARS:

4.3.3.1 NUMBER OF YEARS IN BUSINESS:

CGLS Architects is a single entity S-Corporation that has proudly been in business for 29 years since our company’s founding in September 1994.

4.3.3.2 STATE THE LOCATION, ADDRESS AND TELEPHONE NUMBER OF FIRM’S OFFICE:

CGLS Architects has one primary office with no satellite locations. We are located at the following address:

CGLS Architects, Inc.
 2300 Lake Park Drive, SE, Suite 165
 Smyrna, GA 30080
 (404) 733-5493

4.3.3.3 STATE OWNER’S NAMES:

Rebecca M. Tyson, AIA	President/Chief Executive Officer
Marian Reeves, AIA	Principal/Vice-President
Teri Huling, RA	Principal/Secretary
John Ellis, LEED AP	Principal/CFO
Samantha Williams, RA	Principal

4.3.4 CONFLICTS OF INTEREST:

There are No conflicts of interest concerning CGLS Architects, Inc. and our working with DeKalb County Schools.

4.3.4.1 CONFLICT(S) OF INTEREST ACTION PLAN:

Conflict of interest action plan is not applicable at this time. However, it is our standard operating procedure to report any conflict(s) as soon as it arises and then to remove any conflicting persons from project teams or work whereas it is mutually agreed is necessary.



COMPLIANCE INFORMATION

4.3.5.2 INSURANCE CAPACITY:

CGLS's insurance capacity meets requirements set forth in RFQu .



CGLSARC-01 SCHULZER
DATE (MM/DD/YYYY)
10/17/2023

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	CONTACT: Sharon Schulzer PHONE: (770) 250-0179 FAX: (678) 919-1151 EMAIL: Sharon.Schulzer@ioausa.com
INSURER Chapman Griffin Lanier Sussenbach Architects, Inc. 2300 Lake Park Dr. SE, Suite 165 Smyrna, GA 30080	INSURER 1: RLI Insurance Company INSURER 2: INSURER 3: INSURER 4: INSURER 5:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	LIMITS																																							
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.																																										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For New Dorsey/Charlaine Elementary School, Project No. 22428
 DeKalb County Board of Education is additional insured with respect to General Liability & is primary and non-contributory when required by written contract per form RPPB313 02/12, additional insured with respect to Non-Owned/Auto Liability per form RPPB313 02/12 and additional insured with respect to Excess Liability & is primary and non-contributory per form RPPU304 06/10. Waiver of Subrogation is in favor of the DeKalb County Board of Education with respect to General Liability & Non-Owned/Auto Liability per form RPPB313 02/12 and with respect to Excess Liability per form RPPU304 06/10.
 30 Days Notice of Cancellation/Non-Renewal with 15 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER DeKalb County Board of Education 1701 Mountain Industrial Blvd. Stone Mountain, GA 30083	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

4.3.5.3 LITIGATION:

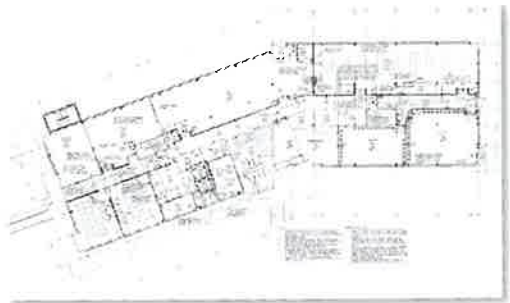
CGLS Architects, Inc. has not been a participant in any form of Litigation since the inception of our firm in 1994.

4.3.5.4 INSURANCE CLAIMS:

CGLS Architects, Inc. has not had an Errors & Omissions and/or Professional Liability claim filed against our firm's policy since the inception of our firm in 1994.

SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE 5.1.1.1

COBB HORIZON HIGH SCHOOL, COBB VIRTUAL ACADEMY, COLA, Marietta, Georgia



Cobb County School District requested an assessment of an existing 5-story office building they were looking at to house their alternative high school and virtual academy. We began design documents prior to GDOE site approval and were working simultaneously to get documents completed for GDOE approval and permitting while the additional studies were being conducted to prove the site was acceptable. The initial contract included design for full renovations of Levels 100 and 500, and partial renovation of Levels 200 (main entry level) and 400. The remainder of Levels 200, 300 and 400 were originally intended to be left unoccupied but

were later filled with Cobb Online Learning Academy program space.

The Original Cobb Horizon HS program included:

- Admin area on Level 200.
- 16+ computer Classrooms
- Small prep kitchen and cafeteria.
- PE room & Weight Room.
- Building services.
- Media center.
- Admin/ guidance office areas on 400.
- Added ADA restrooms on each occupied level
- Cobb Virtual Academy
 - 2 computer labs
 - Administrative area.

CGLS's Role: Prime Consultant - design, engineer coordination & const. admin.
Owner Rep: Mr. Henry Gomez
 Director of Construction & Logistics
 Cobb Co. School District
 514 Glover Street
 Atlanta, GA 30060
 Ph: 770-590-4583
User Rep: Dr. Jeanne Walker
 Principal
 1765 The Exchange SE
 Atlanta, GA 30339
 Ph: 678-594-8240
Area: Orig. project: 53,030 sf
 COLA P1: 18,960 sf
 COLA P2: 7,879 sf
Total Renovation Area: 79,869 sf
 5-story
Cost: \$3,364,489.00
Final Completion: 2021
Status: Complete
CGLS involved Key Staff & Proposed Roles for this RFQu:
 Rebecca Tyson-Principal-in-charge
 Samontha Williams- Project Manager
 Tari Huling- Project Architect
 Spurlock & Assoc.-MEP engineer

In April 2021, the CCSD BOE decided to create a separate Cobb Online Learning Academy (COLA) for students who chose to remain in virtual learning after COVID shut-downs. We were directed to complete renovation drawings for Level 300 to accommodate this program. Initially, the school system planned for approx. 35 teachers leading online classes from individual offices. The offices were to be designed around 5 separate collaboration areas, one for each area of study. Additional ADA restrooms were also needed for Level 300. We completed pricing and permit drawings within 6 weeks. The work was added to the existing construction contract as a change order and was completed concurrently with Cobb Horizon HS work in July 2021.

Student Interest for COLA was much greater than initially planned. We were asked in early Fall 2021 to complete a second phase to renovate Level 200 for additional COLA space which included another 27 offices, 2 collab areas, a conference room, breakroom, large assembly space, restroom & new exterior egress stair. We completed the drawings in 8 weeks in time for construction to be completed in Dec 2021.

CGLS understood the level of urgency this additional scope had to the school district and community. We worked tirelessly with CCSD to deliver exceptional service in a very limited timeframe and did not fail to deliver.

SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

TRI-CITIES HS PAVING & TENNIS PROJECT, East Point, GA

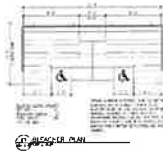


Existing front entrance (separate CGLS renovation project)

Fulton County Schools (FCS) requested CGLS evaluate ADA & site conditions at Tri-Cities High School. FCS indicated that the parking lots were failing in some areas and that the tennis courts had drainage and resulting paving issues. CGLS performed a thorough site evaluation along with our civil engineering consultants and developed a recommended scope list that met the available budget (SCL) for the school. The project is currently under construction and is scheduled to complete Dec. 2024.

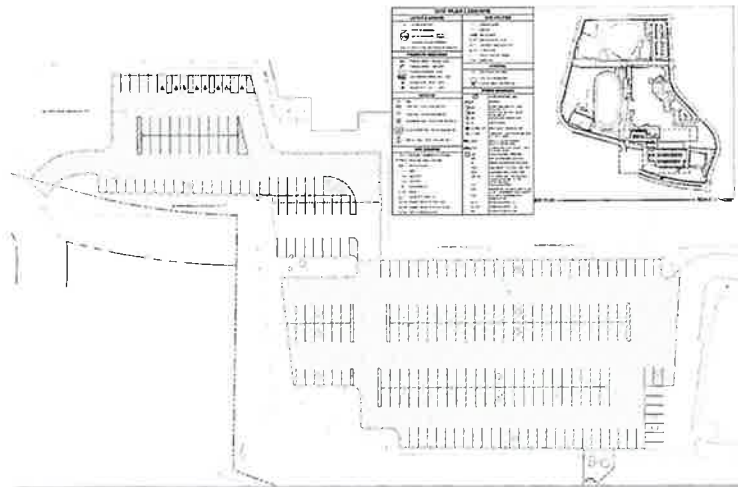
This project scope includes:

- Asphalt parking area removal to subgrade
- Soil cement remediation
- Re-paving and striping
- Tennis court renovation and re-surfacing
- Drainage repair
- Bleacher replacement
- ADA access sidewalk addition



Tennis court & bleachers renovation plan

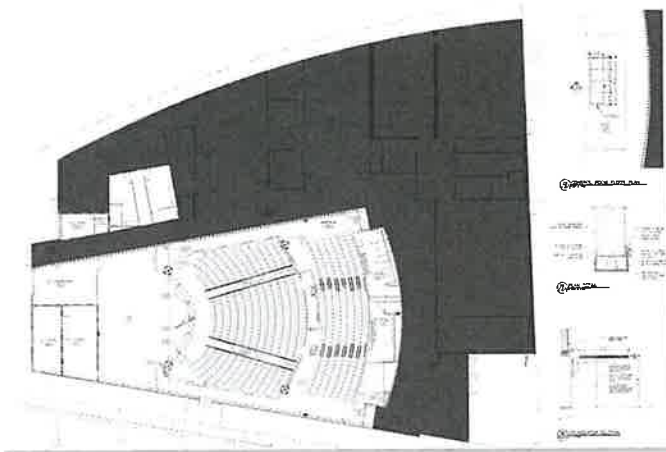
CGLS's Role: Prime Consultant - design, engineer coordination & const. admin.
Owner Rep: Mr. Chad Word
 SPLOST Operations Manager, South
 Fullon Co. School District
 6201 Powers Ferry Rd NW
 Atlanta, GA 30339
 Ph: 850-685-8919
User Rep: Mrs. Ethel Lett
 Principal - Tri-Cities HS
 2575 Harris Street
 East Point, GA 30344
 Ph: 470-254-8200
Area: N/A
Cost: \$1,240,798
Final Completion: 2024
Status: Under Construction
CGLS involved Key Staff & Proposed Roles for this RFQu:
 Rebecca Tyson-Principal-in-charge
 Teri Huling- Project Architect
 Mary Reeves-Construct. Admin.
 Breedlove Land Planning-civil engineer



Parking lot remediation and re-paving

SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

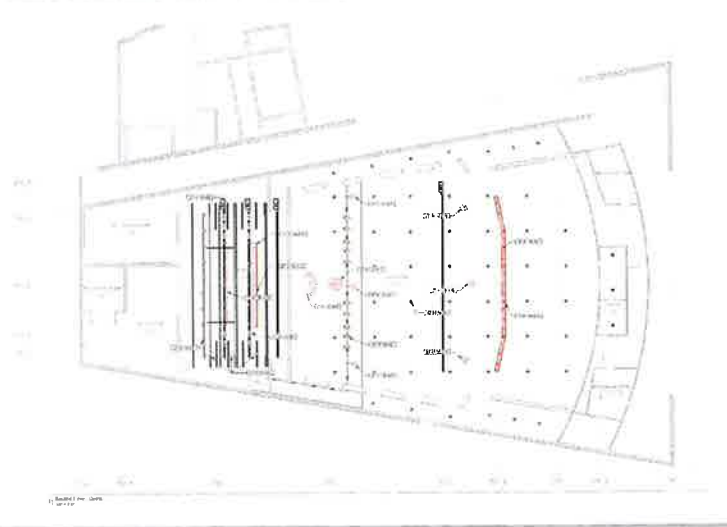
ALPHARETTA HIGH SCHOOL THEATER AV REPLACEMENT, Alpharetta , Georgia



Auditorium renovation details

This project includes:

- Removal and replacement of all AV equipment
 - Installation of new sound booth in seating area
 - Installation of new stationary lights and supports on stage
 - Installation of new motorized light rigging over seating area.
- Addition of sound insulating pavers on roof.



Auditorium renovation details

CGLS's Role: Prime Consultant - design, engineer coordination & const. admin.
Owner Rep: Mr. Matt Hines
 SPLOST Operations Manager,
 North
 Fulton Co. School District
 6201 Powers Ferry Rd NW
 Atlanta, GA 30339
 Ph: 404-697-9265
User Rep: Mr. Mike Schaifflee
 Current Principal
 3595 Webb Bridge Road
 Alpharetta, GA 30005
 Ph: 470-254-7640
Area: 1,037-sf
Cost: \$2,656,644
Final Completion: 2024
Status: Under Construction
CGLS involved Key Staff & Proposed Roles for this RFQu:
 Rebecca Tyson-Principal-in-charge
 Mary Reeves- Construction Admin.
 Spurlock & Assoc.-MEP engineer

Notable success:

Alpharetta HS has issues with noise from rain on the auditorium roof. It is so bad that they have to stop a performance if a rainstorm begins during it. We have developed a design of adding sound insulating pavers to the roof to dampen the noise of the rain. CGLS explores unique design solutions to solve unique building problems, if the need arises.

SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

MEADOWCREEK HIGH SCHOOL RENOVATIONS, Norcross, Georgia



Ceiling & lighting replacement



Restroom renovation

- This summer renovation of Meadowcreek HS included:
- Replacement of ceiling tiles.
 - Replacement of ceiling grid.
 - Replacement of HVAC ceiling grilles.
 - Replacement of lighting fixtures.
 - Painting of walls and ceilings.
 - Replacement of exterior windows.
 - Replacement of carpet and rubber base.
 - Replacement of VCT.
 - Replacement of toilet partitions.
 - Replacement of quarry tile floor with new ceramic tile.
 - Removal of operable partitions and installation of new walls.



Window replacement



Replacement of operable partitions.



Flooring replacement.

CGLS's Role: Prime Consultant-design, engineer coordination & const. admin.
Owner Rep: Mr. John Gramigna
 Director of Facility Planning
 Gwinnett Co. School District
 53 Gwinnett Drive, Bldg C
 Lawrenceville, GA 30046
 Ph: 770-513-6626
User Rep: Dr. Kevin Wood
 Principal - Meadowcreek HS
 4455 Steve Reynolds Blvd.
 Norcross, GA 30093
 Ph: 770-381-9680
Area: 99,911 sf
Cost: \$1,260,000
Final Completion: 2023
Status: Complete
CGLS involved Key Staff & Proposed Roles for this RFQu:
 Rebecca Tyson-Principal-in-charge
 Teri Huling- Project Manager
 Mary Reeves- Construction Admin.

SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

ROSWELL HIGH SCHOOL RENOVATIONS, Roswell, Georgia



Theater renovation

CGLS's Role: Prime Consultant-design, engineer coordination & const. admin.
Owner Rep: Mr. Matt Hines
 SPLOST Operations Manager,
 North
 Fulton Co. School District
 6201 Powers Ferry Rd NW
 Atlanta, GA 30339
 Ph: 404-697-9365
User Rep: Mrs. LaToya Miley
 Current Principal - Roswell HS
 11595 King Road
 Roswell, GA 30075
 Ph: 470-254-4500
Area: 276,283 sf
Cost: \$4,500,000
Final Completion: 2019
Status: Complete
CGLS involved Key Staff & Proposed Roles for this RFQu:
 Rebecca Tyson-Principal-in-charge
 John Ellis- Project Manager &
 Construction Admin.
 Spurlock & Assoc.-MEP engineer

This 1 year renovation of Roswell HS included:

- Complete roof replacement.
- Replacement of gutters and downspouts.
- Replacement of science classroom fume hood fans.
- Replacement of damaged science casework.
- Install HVAC at stadium pressbox.
- Replacement of eyewash stations in science labs.
- Complete renovation of all restrooms— flooring, partitions, and fixtures.
- Demo and replacement of theater stage floor.
- Replacement of theater seating and carpet.
- Demo and replacement of gym floor and seating.
- Replacement of markerboards.
- Repair of interior doors and hardware replacement with classroom security lock sets.



Complete gym renovation



Roof replacement



Science Lab renovations



Complete replacement of restrooms

A notable success for this project is that we designed a replacement of the built-up roofing with TPO. This was the first time that Fulton County Schools (FCS) used TPO in a roof replacement project. CGLS worked with FCS maintenance and the roofing representative to design a system with TPO coated flashings and full system warranty. A year after install, FCS said it was their first new roof ever with no reported leaks.

PROPOSED PROJECT STAFF & THEIR FUNCTIONS



5.1.2.2 KEY STAFF ASSIGNED TO PROJECT:

CGLS’s proposed team for Professional Architectural/Engineering Services under 5 million includes seasoned architects and consultant engineers, all with considerable K-12 school work. Additional information is provided for each team member under Resumes’ included under Section 5.1.2.3.

Architect: (CGLS Architects) Chapman Griffin Lanier Sussenbach Architects, Inc.
 Managing Principal:..... Rebecca M. Tyson, AIA, President/CEO
 Project Manager: Teri Huling, RA, NCARB, Principal
 Project Coordinator: John Ellis, LEED AP, Principal
 Sr. Interior Designer: Frankie Ware, RID, Associate
 Construction Administrator: Mary Reeves, AIA, LEED AP, NCARB, Principal

Food Service Consultants: Camacho Associates
 Food service design Consultant:.....James C. Camacho, President

Civil Engineering: Breedlove Land Planning, Inc.
 Lead Site Designer:.....Matt Tanner, P.E., Principal

Structural Engineering: PES Structural Engineers
 Lead Structural Engineer:..... Travis Paul, S.E., Principal

MEP Engineering: Spurlock & Associates, Inc.
 Mechanical Engineer: Michael Dillon, P.E., LEED AP
 Mechanical Engineer: Rebecca Muir, P.E.
 Electrical Engineer: Tevin Richardson
 Plumbing Engineer:Josh Flannigan

PROPOSED PROJECT STAFF & THEIR FUNCTIONS

5.1.2.2 KEY STAFF ASSIGNED TO PROJECT: (CONT'D)

The CGLS Design Team and engineering consultants that we have brought together have worked together for over 16 years on numerous school projects ranging from small facility upgrades, single additions, large scale renovations, and new schools and full campus replacements.

FOOD SERVICE CONSULTANTS:
Camacho & Associates, Inc. EST 1962
3103 Medlock Bridge Road
Atlanta, GA 30071

CIVIL:
Breedlove Land Planning, Inc. EST 1986
1020 Old Bishop Rd
Bishop, GA 30621

STRUCTURAL:
PES Structural Engineers EST 1988
1852 Century Place, Suite 201
Atlanta, GA 30345

MEP & FIRE PROTECTION:
Spurlock & Associates, Inc. EST 1969
2970 Clairmont Road N.E., Suite 620,
Atlanta, GA 30329

Experienced K-12 engineer involvement is essential to the success of any school project. CGLS and our assembled team of Engineers understand the importance of working within unique Design Guidelines and Education Specifications set forth by each school district. We provide design solutions that will fit into DeKalb County School District's education model and performance standards.

Our principal-in-charge will be Rebecca Tyson. Rebecca has been with CGLS since its inception and brings more than thirty years of experience in K-12 School design. Her attention to service & detail have made her well respected and an ideal choice for our clients with any size school project. Each proposed member of CGLS' staff has independently worked directly with every proposed engineering consultant on multiple projects. As such, we have developed exceptionally strong working relationships with our engineering consultants. Effective communication and expressed clear

expectations with our consultants results in **successful on-time and in-budget projects** that meet or exceed the needs of the school districts we work with.

The key to our success is providing a creative and functional design solution that satisfies the Owners' needs, all while maintaining consideration of the schedule and budget. We believe that the owner is the first member of the design team defining each school's unique qualities, culture and needs. CGLS prides itself in being part of a larger community of people aiming to enrich students education. We would be honored to assist DeKalb County School District in achieving its mission in-part to *"ensure student success, leading to higher education, work, and life-long learning."*



PROPOSED PROJECT STAFF & THEIR FUNCTIONS

Rebecca M. Tyson, AIA, President/CEO
Proposed Role: Principal-in-Charge

Education:
 Master of Architecture, Georgia Institute of Technology
 Bachelor of Science, Georgia Institute of Technology

Professional Affiliations:
 American Institute of Architects (AIA)
 National Council of Architectural Registration Boards (NCARB)
 Georgia Association for Learning Environments (GA4LE)

Registrations:
 Georgia No. RA006927

Member of the CGLS Team:
 29 years (since inception)

Experience Years at other Firms:
 10 years

Rebecca M. Tyson, President of CGLS Architects and the Principal-in-Charge of our K-12 Studio, has over three decades of design expertise, primarily in educational and hospitality facilities. From small scale to complex projects, as a natural leader, she possesses the knowledge and personal skills to steer the project team through to a successful completion. She has been with CGLS since its inception in 1994 and as a former K-12 Studio Director she has worked closely on all aspects of school design. Rebecca became a Principal in 2016 and was named President and CEO of CGLS Architects in 2022 following the partial retirement of Robert Sussenbach. She is an essential part of the design team through project design and management, quality control, construction specifications, product and material selection, construction techniques, code research and specialty applications. Rebecca remains just as involved on all K-12 projects as President as during her tenure as the K-12 studio director. Invaluable to the CGLS Team, Rebecca insures that our client’s projects will reach their greatest potential.

Below is a partial list of Rebecca’s complex, phased replacement school experience along with some DeKalb county schools work. *Highlighted projects also appear in the Related Experience Section of this proposal.

RELEVANT EDUCATIONAL DESIGN EXPERIENCE & ROLE:

- **Cobb Horizon**, Renovation, Cobb County Schools, \$3.4M/ 79,869sf / Role: Principal-in-Charge.
- **Tri-Cities Paving & Tennis Project**, Sitework/Athletic Renovation, Fulton County Schools, \$1.2M/ N/A sf / Role: Principal-in-Charge.
- **Alpharetta HS AV Replacement**, Renovation, Fulton County Schools, \$2.6M/ 1.037sf / Role: Principal-in-Charge.
- **Meadowcreek High School Renovations**, Renovation for Gwinnett County Schools, \$1.2M/ 99,911sf / Role: Principal-in-charge, acting Senior Project Manager.
- **Roswell High School**, Renovation, Fulton County Schools, \$4.5M/ 276,283sf / Role: Principal-in-Charge.
- **Walton High School**, Replacement of existing 143 IU high school and new athletic complex in 3 construction contracts (school remained operational) totaling \$87M/ 458,860sf/ Role: K-12 Studio Director for first 2 phases and Principal-in-Charge of final Athletic Fields project.
- **Osborne High School**, Replacement of existing 120 IU building components, stadium improvements, career academy addition and performing arts theater addition in 4 construction contracts (school remained operational) totaling \$82M/ 386,335sf / Role: K-12

Studio Director for all 4 phases, coordinating overall project schedules and scope, and performing quality control for construction documents.

- **Berkeley Lake Elementary School, Addition and Renovation** for Gwinnett County Schools, \$8.4M/ 142,293sf/ Role: Principal-in-charge, acting Senior Project Manager.
- **Eleven DeKalb County Schools Elementary School Prototype**, site adaptations currently \$25M/ 159,000sf each and completed over the past nine years. Role: Studio Director managing all design/ construction administration phases for these projects.



ADDITIONAL HIGH SCHOOL WORK:

- New Allatoona High School
- New Cambridge High School
- New Kell High School
- New Cass High School
- Renovations & addition to Centennial High School

ADDITIONAL MIDDLE SCHOOL WORK:

- New Archer Cluster M.S.
- New Adairsville M.S.
- New Bay Creek M.S.
- Renovations & Additions to Campbell M.S.
- New Cooper M.S.

PROPOSED PROJECT STAFF & THEIR FUNCTIONS



**Teri Huling, Principal, RA, NCARB, Principal
Proposed Role: Project Manager**

Education:
 Assoc. of Science Pre-Architecture,
 Middle Georgia University
 Bachelor of Architecture, Kennesaw
 State University

Professional Affiliations:
 National Council of Architectural
 Registration Boards (NCARB)
 Georgia Association for Learning
 Environments (GA4LE)

Registrations:
 Georgia No. RA014498

Member of the CGLS Team:
 8 years

Experience Years Previous:
 13 years

Teri has been an valuable member of the CGLS Team for the past 6 years and has over 18 years of total Architectural practice experience. Her experience is primarily in Education and Religious facilities. Prior to joining CGLS, Teri was involved in the design, document preparation and construction of renovations to Canby Lane ES, Kelley Lake ES, Columbia ES, Cedar Grove MS & Cedar Grove High School for DeKalb County Schools. Since that time, Teri has continued to expand her skills and knowledge of K-12 school design to become a solid Project Manager for several of our Educational project clients, including Cobb County, Gwinnett County and Fulton County Schools, on projects ranging from new school facilities, to additions and renovations. *Highlighted projects also appear in the Related Experience Section of this proposal.

RELEVANT EDUCATIONAL DESIGN EXPERIENCE & ROLE:

- Meadow Creek HS Renovations, Arcado ES, Mountain Park ES Renovations Bethesda ES, Renovations to existing interiors, including ceilings, interior finishes, window & lighting replacements. Arcado ES \$600K/ 50,000sf, Meadowcreek HS \$1M/ 100,000sf, Mountain Park ES \$336,000/ 32,000sf, Bethesda ES \$168,000/ 15,524sf / Role: Project manager on Arcado ES & Meadowcreek HS.
- Cobb Horizon High School, Adaptive Reuse of existing commercial mid-rise building to a 20 IUs Education facility. totaling \$3.4M, 79,869 sf / Role: Project Architect
- Lilburn Middle School, Addition & Renovation, Gwinnett County Schools, \$17.1 M/ 279,867 sf / Role: Project Manager.
- Abbots Hill ES Renovations 2024, Roof replacement, HVAC replacement, electrical upgrades, renovations to existing interiors, including ceilings, flooring & lighting replacements. \$8.5M/ 103,060sf / Role: Project Manager
- Osborne High School, Replacement of existing 120 IU building components, stadium improvements, career academy addition and performing arts theater addition in 4 construction contracts (school remained operational) totaling \$82M/ 386,335sf / Role: Project Manager
- Riverwood High School, Replacement of existing 97 IU school in 4 construction contracts (school remained operational) totaling \$91.7M/ 353,779sf / Role: Project Architect
- Central Gwinnett High School, School of the Arts Addition and renovation to existing Central Gwinnett HS for Gwinnett County Public Schools, (school remained operational) \$11.96/ 63,062sf / Role: Project Manager



PROPOSED PROJECT STAFF & THEIR FUNCTIONS



John D. Ellis, LEED AP, Principal
Proposed Role: Project Coordinator

Education:
 Bachelor of Landscape Architecture,
 University of Georgia
 Master of Architecture,
 Savannah College of Art and Design

Professional Affiliations:
 LEED AP

Member of the CGLS Team:
 18 years

Experience Years at other Firms:
 2 years

John is a Principal at CGLS Architects and is an experienced professional with 17 years of experience at CGLS. Prior to joining CGLS, John had two years of experience providing LEED Certification for designed projects. He has worked on and led projects in the education, religious and hospitality sectors of architecture. He has been involved with numerous addition and renovation projects requiring field work to establish accurate as-built documents to use in construction documents for the new project. His involvement in all aspects of architectural practice including programming, project design, construction documentation and construction administration has established him as a well rounded team leader. He brings robust knowledge, problem solving skills to every project assignment and is an excellent listener. With a strong attention to detail; he produces and coordinates construction documents that are appreciated during construction. He is also trained as a landscape architect. ***Highlighted projects also appear in the Related Experience Section of this proposal.**



RELEVANT EDUCATIONAL DESIGN EXPERIENCE:

- **Roswell High Schools Renovations**, Major renovations to gym, restrooms, theater, and roof replacement \$4.5M/ 276,283sf /Role: Project Manager and construction administration.
- **Tri-Cities High School Renovations**, Major renovations to gym, restrooms, auditorium and black box theater totaling \$12.7M/ 305,833sf / Role: Project Manager
- **Hillgrove High School Addition**, New addition to a prototype high school for Cobb County Public Schools. \$6.8M/ 20,683sf /Role: Construction Administrator
- **Osborne High School**, Phase 4 performing arts theater addition and renovations to existing theater to Black Box while school remained operational. \$13.34M/ 23,980sf Role: Project Manager
- **Walton High School**, Replacement of existing 143 IU high school and new athletic complex in 3 construction contracts while school remained operational. \$87M/ 458,860sf / Role: Phase 2 Project manager
- **King's Ridge Christian School** - New Upper school classroom and administration building with student commons, art classrooms, and science labs, and student resource building \$7.7M/ 45,160sf and later an upper school classroom addition project with student academic center and administrative offices \$6.4M/30,166sf / Role: Project Manager
- **Centennial High Schools** - Renovations to the existing art classrooms and Broadcast/Video Production Lab and additions housing a new black box theater, fitness lab, and fitness center. 600K / 12,187sf / Role: Project Manager



PROPOSED PROJECT STAFF & THEIR FUNCTIONS



Marian Reeves, AIA, LEED AP, NCARB, Principal
Proposed Role: Construction Administrator

Education:
 Masters of Architecture,
 Georgia Institute of Technology
 Bachelor of Science,
 Georgia Institute of Technology

Professional Affiliations:
 American Institute of Architects (AIA)
 Leadership in Energy and Environmental Design (LEED AP)
 Georgia Association for Learning Environments (GA4LE)
 National Council of Architectural Registration Boards (NCARB)

Registrations:
 Georgia No. RA009928
 South Carolina No. AR 6102

Member of the CGLS Team:
 29 years

Experience Years at other Firms:
 1 years

Mary has twenty-nine years of hands-on experience while working at CGLS Architects in all phases of the design/construction profession, including total project development responsibility from preliminary design to project closeout. Over the past 18 years, Ms. Reeves has focused her role and developed her skills in the construction phase of our projects to become one of our lead Construction Administrators. Mary functions as the prime contact with the General Contractor's construction team and each Owner's construction phase representative to ensure that the project's scope, quality and schedule are maintained and consistent with the requirements of the Contract Documents throughout the construction process. Mary has worked on projects with construction costs in excess of \$80,000,000 and brings a wealth of knowledge and experience to any project. *Highlighted projects also appear in the Related Experience Section of this proposal.

RELEVANT EDUCATIONAL DESIGN EXPERIENCE:

- Tri-Cities Paving & Tennis Project, Sitework/Athletic Renovation, Fulton County Schools, \$1.2M/ N/A sf / Role: Construction Administrator.
- Alpharetta HS AV Replacement, Renovation, Fulton County Schools, \$2.6M/ 1.037sf / Role: Construction Administrator.
- Meadowcreek High School Renovations, Gwinnett County Schools, Summer renovation. \$1.2M/ 99,911sf / Role: Construction Administrator
- Central Gwinnett High School, Gwinnett County Schools, School of the Arts Addition and renovation to existing Central Gwinnett HS for Gwinnett County Public Schools, \$11.96M/ 63,062sf / Role: Construction Administrator
- Dacula Middle School Renovations, Gwinnett County Schools, \$700,000 summer renovation. Role: Construction Administrator
- Dacula Elementary School Renovations, Gwinnett County Schools, \$500,000 summer renovation. Role: Construction Administrator
- Arcado Elementary School Renovations, Gwinnett County Schools, \$700,000 summer renovation. Role: Construction Administrator
- Bethesda Elementary School Renovations, Gwinnett County Schools, \$300,000 summer renovation. Role: Construction Administrator
- Mountain Park Elementary School Renovations, Gwinnett County Schools, \$500,000 summer renovation. Role: Construction Administrator
- Walton High School, Replacement of existing 143 IU high school and new athletic complex in 3 construction contracts (school remained operational) totaling \$87M/ 458,860sf/ Role: Construction Administrator.
- Osborne High School, Replacement of existing 120 IU building components, stadium improvements, career academy addition and performing arts theater addition in 4 construction contracts (school remained operational) totaling \$82M/ 386,335sf / Role: Construction Administrator.





PROPOSED PROJECT STAFF & THEIR FUNCTIONS

**Frankie Ware, NCIDQ, RID, IDEC, IIDA, Associate
Proposed Role: Senior Interior Designer**

Education:
 Bachelor of Interior Design, Auburn University
 Master of Fine Arts, Interior Design, Savannah College of Art and Design
Professional Affiliations:
 National Council for Interior Designer Qualifications (NCIDQ)
 Interior Design Educator's Council (IDEC)
 International Interior Design Association (IIDA)
 Higher Education Interior Design Teaching Experience:
 Georgia State University
 Athens Technical College
 Savannah College of Art and Design
 Art Institute of Atlanta
 Member of the CGLS Team:
 19 years
 Experience Years at other Firms:
 15 years



Frankie brings more than 30 years of interior design and programming experience to the firm. She adds a new sense of color and space to the projects that she handles and has a great rapport with our clients enabling them to express their needs through three-dimensional interior design. Frankie has worked with clients to provide all levels of interiors and FFE procurement. Frankie led the interiors for all our prototype elementary school projects for DeKalb County School District and has been responsible for the complete fixtures, furnishing & equipment (FFE) packages from start to completion. Each project included updating scope to reflect any new district needs & to suit the stylistic preferences of each school then selecting, specifying and creating the FFE bid packages as well as coordination of all deliveries and installation. Frankie also led the interiors team selecting, specifying, preparing the bid package and coordinating installation for the \$4million FFE package for Gwinnett County Human Services Building, a 5-story, 100,000 sf state-of-the-art DFACS and Child Services facility for Gwinnett County, GA. She is a lecturer and adjunct professor at two Atlanta Area colleges as well. Her in-classroom experience gives her extra insight into the teaching and learning process which benefits the design team and the educational client alike. A partial list of projects that Frankie has provided Interior design services for are listed below. ***Highlighted projects also appear in the Related Experience Section of this proposal.**

**RELEVANT EDUCATIONAL DESIGN EXPERIENCE-(ROLE: SR. INTERIOR DESIGNER):
 K-12 INTERIORS**

- Roswell High School Renovations 4.5M/ 276,283sf
- Tri-Cities High School Renovations \$12.7M/ 305,833sf
- Berkeley Lake Elementary School Addition and Renovations \$8.4M/ 142,293sf
- Lilburn Middle School Addition and Renovations \$17M/ 279,867sf
- Walton High School Replacement
- Osborne High School Replacement, including CITA
- Riverwood High School Replacement
- Central Gwinnett High School Fine Arts Center
- Alpharetta High School Orchestra Addition
- Jordan Middle School
- Bay Creek Middle School
- Campbell Middle School Additions
- Cartersville Middle School
- Prototype elementary schools for DeKalb County School District - FFE scope included

HIGHER EDUCATION CLIENTS INCLUDE:

- Chattahoochee Technical College
- Department of Human Services - Gwinnett County
- Gainesville State College Student Academic Building
- Georgia State University - FFE Interiors assistance



PROPOSED PROJECT STAFF & THEIR FUNCTIONS

camacho Resumes

James C. Camacho, FCSI, CSI, President



James C. Camacho, FCSI, CSI, President, is a professional Foodservice Design Consultant with 42 years of experience. As President of camacho he is the chief designer and oversees all projects from conception to startup.

Mr. Camacho's responsibilities are to ensure that all projects are completed in accordance with the criteria, scope, design, budget and all technical phases. The typical phases of design and consulting services provided are preliminary planning and counseling; design development; final plans and specifications; shop drawing and submittals; and supervisory.

In addition to designing and consulting, Mr. Camacho is a guest lecturer whose past speaking engagements include talks at Georgia State University, Georgia School Nutrition Association (GSNA), American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), and American Correctional Food Service Association (ACFSA).

AFFILIATIONS

Foodservice Consultants Society International (FCSI)
 American Institute of Architects, AIA GA, Allied Member
 American Correctional Food Service Association
 Georgia School Food Service Association
 Construction Specification Institute

RELEVANT PROJECT EXPERIENCE *

Elementary

- 2017 Cross Keys North E.S., DeKalb Co. Schools, GA/\$27.3M/119,911 SF.
- 2017 Indian Creek E.S., Clarkston, GA/\$36.6M/159,034 SF.
- 2017 John Lewis E.S., DeKalb County, GA/ \$25M/118,631 SF.
- 2013 DeKalb Co. School Prototype, Decatur, GA/ \$25M/118,631 SF.

Middle School

- 2014 Miller Grove M.S., Decatur, GA
- 2012 McNair M.S., Decatur, GA
- 2008 DeKalb County School District – Master Spec

High School

- 2017 Riverwood H.S., Sandy Springs, GA/\$91.7M/ 353,779 SF.
- 2017 Osborne High School - Culinary Arts Lab, Marietta, GA/\$82M/ 386,335 SF.
- 2012 Martin Luther King Jr. – 9th Grade Academy, Lithonia, GA

*Projects highlighted in blue with CGLS Architects.

YEARS EXPERIENCE
42

EDUCATION
Business, 1979
DeKalb College

Various Food Service Seminars and Continuing Education Classes

AWARDS

2021 FCSI Project Showcase

2020 FES Magazine Facility Design Project of the Year

2015 FER Magazine Industry Service Award – Consultant

2010 Food Equipment Supplier Magazine Top Achievers – Consultant of the Year

2006 Foodservice Consultants Society International (FCSI) Award for Excellence in Design





PROPOSED PROJECT STAFF & THEIR FUNCTIONS

J. Matthew Tanner, P.E., ASCE, AEES, LEED AP
PRINCIPAL CIVIL ENGINEER



PROFESSIONAL BACKGROUND

Matt Tanner, PE, M. ASCE, LEED AP, is an Owner and Principal of Breedlove Land Planning. His engineering background has accommodated a focused interest in site drainage, water quality, and storm water detention design, which has contributed to many of his projects being recognized for progressive and sustainable storm water systems. Matt's diverse project experience has included preliminary site design, construction documents, hydrology studies, permitting, construction administration, and site inspections for many K-12 educational and athletic facilities. He has served as the President of the Northeast Georgia Branch as well as the Georgia Section of American Society of Civil Engineers (ASCE).

EDUCATION

Bachelor of Science in Agricultural Engineering, University of Georgia

REGISTRATIONS

Professional Engineer- State of Georgia

GSWCC Level II Certified Design Professional

LEED Accredited Professional

EXPERIENCE

22 Years (BLP & Industry)

ADDITIONAL K-12 EXPERIENCE

- Maynard Jackson High School
- Marietta High School
 - Performing Arts Center
- Peachtree Ridge High School
- Oconee County Middle School
 - Addition
- Malcomb Bridge Middle School
 - Addition
- Renfro Middle School Additions
- Burney-Harris-Lyons Middle School Renovations
- W.R. Cole Middle School Renovations
- Hilsman Middle School Renovations
- Whitehead Road Elementary School
- Springdale Park Elementary School
- E. Rivers Elementary School
- Oglethorpe Avenue Elementary School

PROJECT EXPERIENCE

Walton High School Replacement Stage 2
 Principal Civil Engineer, 458,860 SF, \$87 Million

Osborne High School Replacement
 Principal Civil Engineer, 386,335 SF, \$82 Million

Chamblee High School Replacement
 Principal Civil Engineer, 287,000 SF, \$63 Million

MLK High School Addition
 Principal Civil Engineer, 70,000 SF, \$11 Million

DeKalb County Schools Elementary School Prototype Facilities

- Principal Civil Engineer, 159,000 SF, \$25 Million
- Indian Creek Elementary School
- Fernbank Elementary School
- Peachcrest Elementary School
- Barack Obama Elementary School
- Rockbridge Elementary School
- John R. Lewis Elementary School
- Austin Elementary School
- Smokerise Elementary School

Decatur High School Additions & Football Stadium
 Principal Civil Engineer, 28,830 SF+, \$125 Million

Arabia Mountain High School
 Principal Civil Engineer, 231,000 SF, \$41 Million

Therrell High School Renovation & Addition
 Principal Civil Engineer, 235,000 SF, \$32 Million

*Projects Highlighted in blue w/ CGLS Architects

Breedlove Land Planning | Site Design Professionals





PROPOSED PROJECT STAFF & THEIR FUNCTIONS

Travis Paul, P.E., S.E.
PRINCIPAL



Travis has been with PES Structural Engineers since 1996 and became a Principal of the firm in 2010. Throughout the course of his 27-year career, he has had extensive experience with various types of construction involving steel, timber, concrete and masonry ranging on a wide variety of projects from newly constructed and renovated public education facilities, adaptive reuse projects, historic renovations, multifamily residential and mixed-use developments to hospitality and commercial office buildings. He is known for constantly "raising the bar" of expectations for levels of client satisfaction. As a visible leader, he ensures full resources are available at all times to team members.

RELEVANT EXPERIENCE *Projects Highlighted in blue w/ CGLS Architects

RIVERWOOD INTERNATIONAL CHARTER SCHOOL, Sandy Springs, Georgia
Travis served as the structural Principal-in-Charge for the three-phased design of the replacement Riverwood International Charter School, one of four magnet sites for Fulton County Schools offering International Studies and International Baccalaureate Programs. Phase I, which opened in 2017, included a 112,500 square foot addition with 30 classrooms; Phase II, which was completed in 2019, included the build-out of the main classroom portion of the new school, including CTAE classrooms, cafeteria, and the media center; and Phase III, which is slated for completion in the third quarter of 2022, includes the physical education/health and performing arts areas as well as tennis courts, practice fields, and additional parking.

WALTON HIGH SCHOOL, Marietta, Georgia
Travis served as the structural Principal-in-Charge and Engineer of Record for Phase I and the structural Principal-in-Charge for Phase II Campus Replacement of Walton High School for the Cobb County School District. Phase I consisted of a 302,500 square foot academic building, which opened in Fall 2017, with 132 classrooms and accommodations for 2,575 students. Phase II, which opened in Fall 2019, consisted of a 151,000 square foot performing arts building.

OSBORNE HIGH SCHOOL, Marietta, Georgia
Travis served as the structural Principal-in-Charge for the two-phased design of the replacement Osborne High School for the Cobb County School District. Phase I consisted of a new field house, pressbox, stadium concessions space, and a ticket booth for the baseball stadium. Phase II consisted of a new, 225,000 square foot, four-story classroom/admin/gymnasium building. The school, which brought in 45 portable classrooms, remained fully operational throughout construction.

INDIAN CREEK ELEMENTARY SCHOOL, Clarkston, Georgia
Travis served as the structural Principal-in-Charge for the design of the new Indian Creek Elementary School for the DeKalb County School District. With 151,000 square feet and accommodations for 1,200 students, the new facility is the district's largest elementary school not only in square footage but capacity as well. The project also included a playground, courtyard, and gymnasium.

DORAVILLE UNITED ELEMENTARY SCHOOL, Doraville, Georgia
Travis served as the structural Principal-in-Charge for the design of the new Doraville United Elementary School for the DeKalb County School District. Built to relieve the overcrowded Carey Reynolds, Hightower, and Dresden Elementary Schools, the 118,911 square foot state-of-the-art was designed with a focus on creating the best environment for students to learn and teachers to teach. The building also features a full health clinic which serves the students and the surrounding community.

EDUCATION
Master of Science,
Structural Engineering,
Georgia Institute of
Technology, 2000
Atlanta, Georgia

Bachelor of Science,
Structural Engineering,
University of Florida, 1995
Gainesville, Florida

REGISTRATIONS
Registered Professional
Engineer in the states
of Arkansas, Florida,
Indiana, Iowa, Louisiana,
Maryland, Michigan,
Missouri, Montana, New
Mexico, North Carolina,
Ohio, Oklahoma, South
Carolina, Tennessee,
Washington, Wisconsin,
and Wyoming

Registered Structural
Engineer in the state of
Georgia

ASSOCIATIONS
American Society of
Civil Engineers (ASCE);
American Wood Council
(AWC); Association for
Learning Environments
(A4LE) Georgia Chapter





PROPOSED PROJECT STAFF & THEIR FUNCTIONS



Michael W. Dillon, P.E. – Mechanical

- President/Principal – 40 Years at Spurlock; 0 years previous
- B.S. in Engineering Technology, Georgia Southern College, 1982
- Licensed Engineer in Georgia (21024)
- Design mechanical systems for schools, commercial & institutional projects, and project management



Rebecca M. Dean, P.E. – Mechanical

- Vice President/Principal, 35 Years at Spurlock; 6 years previous
- B.S. in Mechanical Engineering, Georgia Tech, 1987
- Licensed Engineer in Georgia (19103)
- Design mechanical systems for renovations, additions, and new buildings for elementary, middle & high schools



G. Tevin Richardson - Electrical

- Principal - 23 Years at Spurlock; 5 years previous
- B.S. in Electrical Engineering, Southern Polytechnic University, 1999
- Design lighting, power, TV, intercom, data, security & fire alarm systems for schools, banks & churches and Project Management



Joshua C. Flannigan, CPD, LEED AP – Plumbing

- Principal - 17 Years at Spurlock; 0 years previous
- Bachelor of Arts (Technical Theatre), Brenau University, 2001
- Design plumbing systems (including domestic water, hot water, gas, sanitary/storm sewer & fire protection) for schools, banks, churches & offices. Design site utilities including lift stations & sanitary sewer extensions

RELATIVE WORK EXPERIENCE: (*Projects completed with CGLS Architects)

	Mechanical	Electrical	Plumbing
- Tri-Cities HS Renovations	Rebecca Muir	Tevin Richardson	Joshua Flannigan
- Roswell HS Renovations	Michael Dillon	Tevin Richardson	Joshua Flannigan
- Central Gwinnett HS SOTA	Michael Dillon	Tevin Richardson	Joshua Flannigan
- Lilburn MS	Michael Dillon	Tevin Richardson	Joshua Flannigan
- Berkeley Lake ES	Michael Dillon	Tevin Richardson	Joshua Flannigan
- Abbotts Hill ES Renovations	Rebecca Muir	LIn Kelley	Joshua Flannigan
- Osborne HS Replacement	Michael Dillon	Tevin Richardson	Joshua Flannigan
- Riverwood HS Replacement	Rebecca Muir	Tevin Richardson	Joshua Flannigan
- Eleven DeKalb County Schools Elementary School Prototype, site adaptations	Michael Dillon	Tevin Richardson	Joshua Flannigan

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 P: 404.633.0245 | F: 404.633.1756 | www.spurlock-eng.com



WORKLOAD

5.1.3 WORKLOAD:



The following Chart Identifies all of the active projects/workload currently being performed by CGLS Architects, Inc. and their supporting Sub-Consultant Firms.

Active Projects	Proj. Type	Client	Design Phase	% Comp.	Project Status	Anticipated Sub. Comp. Date	Total AE Fee	Fee Dollars Committed (Balance to Finish)		Firm Involvement				
								CGLS Architects	Camacho & Associates	Breedlove Land Planning	FES Engineers	Spullock & Assoc.		
1 Archer MS	New	DeKalb County Schools	BD	90%	on going	8/1/2024	\$1,700,000	\$374,000	X	X				
2 Decula HS Renovations	Renovation	Gwinnett County Schools	CA	92%	on going	8/1/2024	\$56,700	\$27,000	X				X	
3 Grayson MS Renovations	Renovation	Gwinnett County Schools	CA	81%	on going	8/1/2024	\$48,700	\$18,000	X				X	
4 North Paulding High School - Classroom Addition	Addition/ Renov.	Paulding County Schools	CA	78%	on going	4/1/2025	\$1,509,788	\$333,366	X	X	X	X	X	
5 Abbots Hill ES Renovation	Renovation	Fulton County Schools	CA	10%	on going	8/1/2025	\$177,800	\$139,160	X			X	X	
6 In-Cities Paving & Tennis	Streets & Athletic Renovation	Fulton County Schools	CA	75%	on going	8/1/2024	\$82,000	\$20,500	X		X			
7 Alpharetta HS AV Replacement	Renovation	Fulton County Schools	CA	41%	on going	8/1/2024	\$61,887	\$11,812	X				X	
8 Spalding High School Replacement	New	Cobb County Schools	CA	97%	on going	2/7/2026	\$3,482,711	\$1,481,464	X	X	X	X	X	
9 Cobb County Multipurpose Educational Facility	New	Cobb County Schools	SD	2%	on going	10/1/2026	\$2,500,000	\$2,425,000	X		X	X	X	
10 J.W. Arnold Renovations & HVAC	Renovation	Clayton County Schools	SD	0%	on going	8/1/2025	\$300,000	\$0	X		X	X	X	
							\$10,325,294	\$4,639,505						

Foot Notes:
 1. Project is essentially completed by the Contractor with minimal fees yet to be earned by AE.
 2. Project is either starting or into its Construction Phase, thus not requiring Design or Production time from Staff.

5.1.4 EQUITABLE DISTRIBUTION OF WORK CALCULATION SUMMARY:

The following Chart Identifies all of the active projects currently being performed by CGLS Architects, Inc. and their staff for DeKalb County Schools.

Active Projects for DCSD	Date Awarded to CGLS	Duration from Date of Award to Date of Solicitation	Design/Construction Status	Fee
1. None	N/A	N/A	N/A	N/A

Contract Value of Contracts Awarded within 2 years of this Solicitation: \$0

CGLS has no projects under Contract with DCSD that were awarded within two years of this solicitation opening, dated February 1, 2024.



DESIGN FEE AND REFERENCES

5.1.5 DESIGN FEE:

In accordance with Article 5.1.5.1 of the Solicitation, we are submitting our firm’s Design Fee Form under separate cover as stipulated in Attachment C.

5.1.6 REFERENCES:

CGLS Prides itself in maintaining excellent working relationships with our clients. This is reflected in the many years of continued work history we have with the Districts with which we work. We endeavor to maintain open communication with our clients throughout the entire observation, design and documentation phases. Our in-house document review system ensures the highest quality control is met prior to releasing documents for construction. We phase all work to allow schools to remain open (if needed) with no disruptions to instruction. Mary Reeves continues this effort through construction administration where her experience allows her to work with the contractor to ensure your project stays on-time and on-budget.

We submit the following names of Owner’s representatives as References to our Firm’s capabilities and performance of our duties and responsibilities on recent projects commissioned with CGLS. Following, are written Letters of Recommendation and examples of how we have demonstrated cooperation in working together with that respective district.

Mr. Gene Burnett
 Program Director for Capital Programs
 Jacobs/Fulton County School District
 6201 Powers Ferry Road NW
 Atlanta, GA 30339
 (770) 361-5233

Mr. John Gramigna
 Director of Facility Planning
 Gwinnett County School District
 437 Old Peachtree Road, NW
 Suwanee, GA 30024-2978
 (770) 513-6626

Mr. Henry Gomez
 SPLOST Director of Construction
 Cobb County School District
 514 Glover Street
 Marietta, GA 30060
 (770) 590-4583

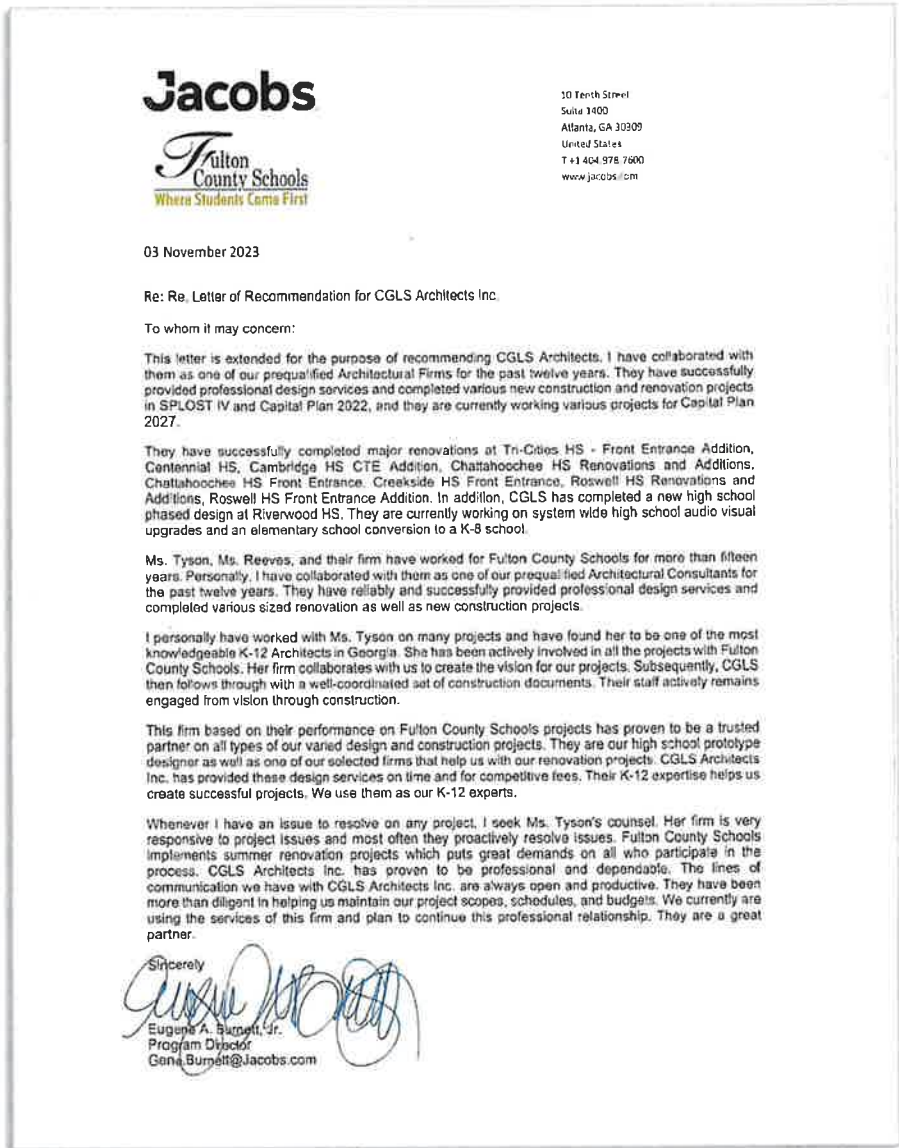
Mr. Doug Carey
 Executive Director of Facilities
 Paulding County School District
 335 Academy Drive
 Dallas, GA 30132
 (770) 443-8000 ext. 10609



REFERENCE LETTERS

5.1.6.1 REFERENCE LETTERS

CGLS has designed numerous small facility upgrades and renovation projects for Fulton County Schools including Alpharetta HS, Tri-Cities HS, Roswell HS, Centennial HS, and Chattahoochee HS. We are currently working on a 2 year renovation of Abbotts Hill ES.



REFERENCE LETTERS

CGLS has worked with Doug Carey as Design Director for Fulton County Schools and now as Executive Director of Facilities at Paulding County Schools.



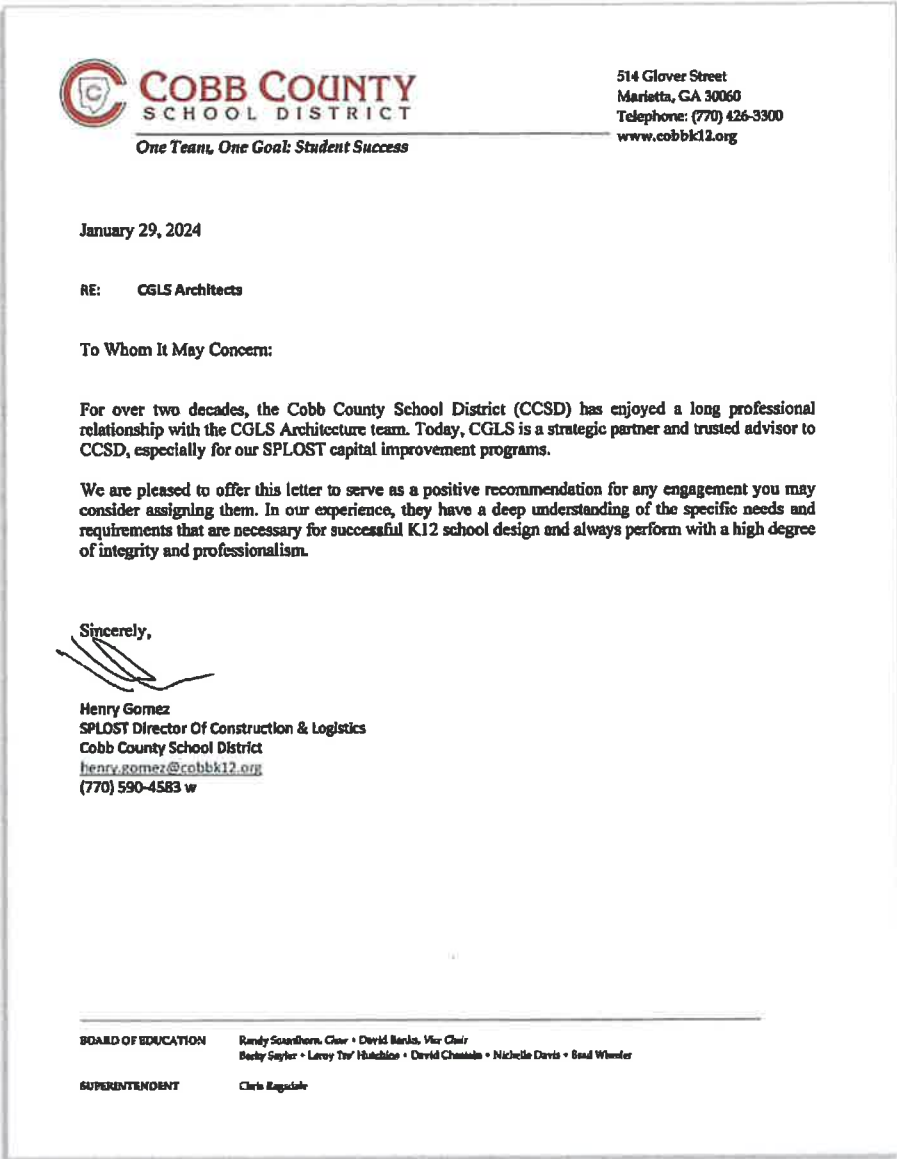
REFERENCE LETTERS

CGLS has worked on many renovation projects with Gwinnett County Schools including Lilburn MS, Berkeley ES, Dacula ES, Dacula, MS, Dacula HS, Arcado ES, Bethesda ES, Mountain Park ES, Meadowcreek HS, and Grayson MS. Below is a letter from GCPS Director of Facility Planning, John Gramigna, expressing our versatility & excellent responsiveness.



REFERENCE LETTERS

CGLS has a long relationship with Cobb County schools. Most recently working on many high school rebuilds that lasted 5-7 years and were built on occupied campuses. We worked closely with school administration during these projects to maintain a safe and productive environment for the students.





*In conclusion,
the CGLS design team would be honored to be chosen as your
Architect for the PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES. We will bring fresh, efficient, and
creative ideas to the design process as we work collaboratively
with you to create a State-of-the Art learning environment to build
the future leaders of tomorrow.*

*Thank you for considering
CGLS Architects*

submitted by:
CGLS ARCHITECTS, INC.
2300 Lake Park Drive SE, Suite 165
Smyrna, GA 30080

February 1, 2024

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	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Design Professional Rate Schedule (5 pages)	YES	<input checked="" type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Affidavit (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Immigration and Security Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment H	No Submittal Response Form (1 page)	N/A	

Other Requirements:		Include with Proposal	Check Box
Copy of Business License and Certificates		YES	<input checked="" type="checkbox"/>
Certificate of Insurance		YES	<input checked="" type="checkbox"/>
Electronic Version of bid documents		YES	<input checked="" type="checkbox"/>

Indicate **Addenda(s) Nos.** Addendum #1 - Dated 01/08/2024
Addendum #2 - Dated 01/12/2024
Addendum #3 - Dated 01/24/2024 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: Chapman Griffin Lanier Sussenbach Architects, Inc

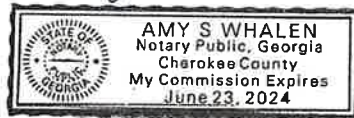
Signature: *Teri S. Huling* Printed Name: TERI HULING

Title: Principal Date: 1/30/24

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

Notary Public: *Amy S. Whalen* My commission expires: 6.23.24

(SEAL)



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

ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF GEORGIA
COUNTY OF COBB

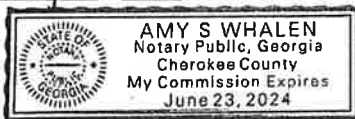
I, TERI HULING, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that TERI HULING who signed said proposal on behalf of the offeror was then SECRETARY of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority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

Teri S. Huling
[signature]

TERI HULING
[typed name]

Subscribed and sworn to
before me this 30th day of
January, 2024.

(SEAL)



Amy S. Whalen
Notary Public

My Commission Expires:
6/23/24

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,

Chapman Griffin Lanier Sussenbach Architects, Inc
[legal name of Architect]

2300 Lake Park Drive, SE, Suite 165

Smyrna, GA 30080
[address of Architect]

478.972.2100 (cell) 770.874.7374 (office direct)
[telephone number of Architect]

teri@cgl architects.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>175</u> per hour
Project Architect:	\$ <u>110</u> per hour
Project Manager:	\$ <u>110</u> per hour
Project Coordinator:	\$ <u>110</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>90</u> per hour
Technical Staff:	\$ <u>110</u> per hour
Contract Administrator:	\$ <u>85</u> per hour
Clerical:	\$ <u>50</u> per hour

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

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Matt Tanner, PE</u>	<u>Civil Engineer</u>
<u>Travis Paul, PE</u>	<u>Structural Engineer</u>
<u>Michael Dillon, PE</u>	<u>Mechanical Engineer</u>
<u>Rebecca Muir, PE</u>	<u>Mechanical Engineer</u>
<u>Tevin Richardson</u>	<u>Electrical</u>
<u>Josh Flannigan</u>	<u>Plumbing</u>
<u>James C. Camacho</u>	<u>Food Service Consultant</u>
_____	_____
_____	_____
_____	_____
_____	_____

Civil:	<u>Breedlove Land Planning, Inc.</u>
Structural:	<u>PES Structural Engineers</u>
Mechanical:	<u>Spurlock & Associates, Inc.</u>
Plumbing:	<u>Spurlock & Associates, Inc.</u>
Electrical:	<u>Spurlock & Associates, Inc.</u>
Kitchen Consultant:	<u>Camacho Associates</u>

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

Addendum #1 - Dated 01/08/2024 Addendum #2 - Dated 01/12/2024 Addendum #3 - Dated 01/24/2024

- 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,

Chapman Griffin Lanier Sussenbach Architects, Inc
[typed name of Architect]

By: Teri S. Huling [seal]
[signature]

Teri Huling, Secretary
[typed name and title]

2300 Lake Park Drive, SE Suite 165 Smyrna, GA 30080
[address of Architect]

(404) 733.5493
[business telephone number]

01/30/2024
[date of execution]

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

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

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

STATE OF GEORGIA

COUNTY OF COBB

COMES NOW, CHAPMAN GRIFFIN LANIER SUSSENBACH ARCHITECTS, INC. ("Offeror"),
[Name of Offeror]

appearing by and through Teri Huling, its Secretary
[insert name of individual with authority to bind Offeror] *[title]*

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

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

Rebecca Tyson, President

Mary Reeves, Vice-President

(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 30 day of January, 2024

CHAPMAN GRIFFIN LANIER SUSSENBACH ARCHITECTS, INC.

[insert name of Offeror]

and

Teri Huling

[insert name of Individual And Representative Affiant]

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

Principal, Secretary

[insert title]

Individual Affiants' signatures and names:

x *Rebecca Spoon*
Name:

x _____
Name:

x *Teri S. Huling*
Name:

x _____
Name:

x *Marian Reeder*
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

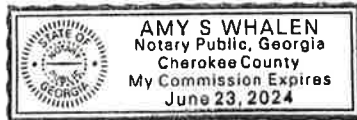
x _____
Name:

x _____
Name:

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

Notary Public: *Amy S. Whalen* My commission expires: 6/23/24

(SEAL)



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

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

Signature: Teri S. Huling

Printed Name: Teri Huling

Firm Name: Chapman Griffin Lanier Sussenbach Architects, Inc

Date: January 30, 2024

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

Personally known:

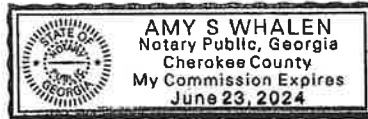
OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Georgia

My Commission Expires 6/23/24

Affix Notary Seal Here:



ATTACHMENT F: CONSENT TO RELEASE INFORMATION

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

This 30 day of January, 2024.

Chapman Griffin Lanier Sussenbach Architects, Inc.

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

By: Teri S. Huling

Printed name: Teri Huling

Printed Title: Secretary

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) TSH **(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) TSH **(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) TSH **(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) TSH *(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.

<u><i>Teri S. Hulsey</i></u> Signature	<u>January 30, 2024</u> Date
<u>252864</u> EEV/Basic Pilot Program User Identification Number	<u>11/30/2012</u> Date of Authorization

Firm Name: Chapman Griffin Lanier Sussenbach Architects, Inc.
Street/Mailing Address: 2300 Lake Park Drive, Suite 165
City, State, Zip Code: Smyrna, GA 30080
Telephone Number: 404.733.5493
Email Address: teri@cgl architects.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30th DAY OF January, 2024

Amy S. Whalen
Notary Public

My Commission Expires: 6/23/24

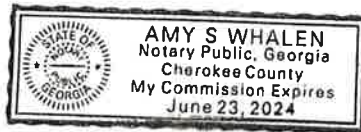


EXHIBIT "H"

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

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

1. For purposes of this Mandatory Addendum, notwithstanding terminology used in the Owner/Architect Contract, the following terms are defined to mean:
 - a. "Architect" shall be the architect, engineer, or architect/engineer, whether individually or as a firm or other legal entity, engaged to perform the Architect's Services.
 - b. "Architect's Services" shall be the scope of the Architect's services for the Project set forth in the Contract, including the services and requirements set forth in this Mandatory Addendum.
 - c. "Owner" shall be the Local Board of Education that is engaging the Architect to perform the Architect's Services for the Project.
 - d. "Contract" shall be the form of agreement between the Owner and the Architect, to which this Mandatory Addendum is attached and is a part, and shall set forth the Architect's Services for the Project.
 - e. "Project" shall be the Project for which the Architect's Services are engaged and performed pursuant to the Contract.
 - f. "Program" shall be the Owner's policies, purposes, concepts, goals and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project.
 - g. "Stated Cost Limitation" shall be the maximum amount that the Owner is authorized to spend to construct the Project as determined and established by the Owner.
 - h. "Record Plans and Specifications" shall be the as-built plans and specifications including, but not limited to, actual location of utility lines, and any approved change orders.

2. The Architect agrees not to assign or transfer any interest or rights in the Contract to any person or entity without the advanced written consent of the Owner. The Architect agrees to utilize the design and management team represented to the Owner and agrees that no substitutions, additions, or deletions to this team shall occur without the advanced written

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

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

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

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

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

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

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

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

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

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

- iii. Comprehensive Commercial General Liability (“CGL”) including Owner’s & Contractor’s Protective with the following limits;
 - (a) General Aggregate: \$2,000,000, which shall apply on a per-project basis;
 - (d) Products and Completed Operations Aggregate: \$1,000,000;
 - (e) Personal & Advertising Injury: \$1,000,000;
 - (g) Each Occurrence: \$1,000,000;
 - (h) Fire Damage (Any one fire): \$50,000; and,
 - (i) Medical Expense (Any one person): \$5,000.
- iv. Automobile Liability (owned, non-owned, hired) with combined single limit of \$2,000,000 annual aggregate, \$1,000,000 per occurrence.

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

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

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

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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 

[Signature]

Mr. Diijon DaCosta, Sr., Board Chairperson

[Printed Name, Title]

By: 

[Signature]

Dr. Devon Q. Horton, Superintendent

[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083

[Printed Address]

6-13-24

[Date of Execution]

ARCHITECT:

Chapman Griffin Lanier Sussenbach Architects, Inc.

By: 

[Signature]

Rebecca Tyson, AIA

[Printed Name]

Principal

[Title]

2300 Lake Park Dr. SE, Ste 165

Smyrna, GA 30080

[Printed Address]

June 3, 2024

[Date of Execution]

(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.

252864
EEV/Basic Pilot Program User Identification Number

11/30/12
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.

Chapman Griffin Lanier Sussenbach,
Company Name / Contractor Name Architects, Inc.

5/29/24
Date

Rebecca Tyson
BY: Signature of Authorized Officer or Agent

5/29/24
Date

Principal
Title of Authorized Officer or Agent of Contractor

Rebecca Tyson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF May, 2024

Amy S. Whalen
Notary Public
My Commission Expires: 6/23/24

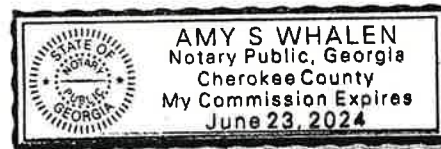


EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with Chapman Griffin Lanier Susseman Architects, Inc. of Contractor), which has a contract with the DeKalb County Board of Education.

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

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

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

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

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


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

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

69324
EEV/Basic Pilot Program User Identification Number

Nov. 2007
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


05/29/2024
Date

Breedlove Land Planning, Inc.
(Subcontractor Company Name)

President
Title of Authorized Officer or Agent of Subcontractor

Hugh O. Brown, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF May, 2024


Notary Public
My Commission Expires: 11/3/2025



PES

EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

(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).

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

209091
EEV/Basic Pilot Program User Identification Number

April 27, 2009
Date of Authorization

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


BY: Signature of Authorized Officer or Agent

05/29/2024
Date

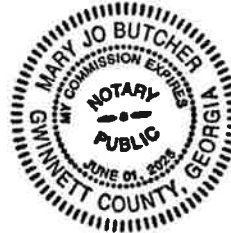
PES Structural Engineers, Inc.
(Subcontractor Company Name)

Principal | Secretary
Title of Authorized Officer or Agent of Subcontractor

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

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF May, 2024

Mary Jo Butcher
Notary Public
My Commission Expires: 06/01/2025



Camacho

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 *Chapman Griffin Lanier Susserbach Architects, Inc.* 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.

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46497 07/03/2007
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.

Cathey Camacho Digitally signed by Cathey Camacho 05/29/2024
BY: Signature of Authorized Officer or Agent Date

Lowden & Associates/ Joseph Camacho Associates, Inc
(Subcontractor Company Name)

Chief Financial Officer - Camacho
Title of Authorized Officer or Agent of Subcontractor

Cathey Camacho
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF May, 2024
Bhagita K. Rowe
Notary Public
My Commission Expires: 11/27/2025

Spurlock

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:

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(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.

253641
EEV/Basic Pilot Program User Identification Number

9/19/2009
Date of Authorization

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

M. W. Dillon
BY: Signature of Authorized Officer or Agent
Spurlock & Assoc. Inc.

5/29/2024
Date

(Subcontractor Company Name)
President

Title of Authorized Officer or Agent of Subcontractor

Michael W Dillon
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF May, 2024
Sharon Barrett
Notary Public
My Commission Expires: June 15, 2027

