

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

Design

Professional: BRPH Architects Engineers, Inc.

Design

Professional Address: 2727 Paces Ferry Road SE, Bldg. 1

Atlanta, Georgia 30339

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 BRPH Architects Engineers, Inc., authorized to do business in the State of Georgia, whose business address is 2727 Paces Ferry Road SE, Bldg.1, Ste. 1800, Atlanta, Georgia 30339 (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 Bill Rowe, P.E. 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 ___% 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:

**BRPH Architects Engineers, Inc.
2727 Paces Ferry Road SE, Bldg. 1, Ste. 1800
Atlanta, Georgia 30339**

ATTENTION: Bill Rowe

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

ARTICLE 24

MISCELLANEOUS

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

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

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

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:


[Signature]

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

By:


[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

6-13-24

[Date of Execution]



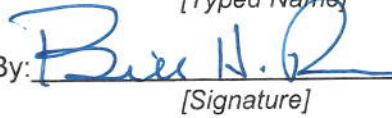
Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

BRPH A/E

[Typed Name]

By:


[Signature]

Bill H. Row SENIOR VICE PRESIDENT
[Printed Name, Title]

2727 PACES FERRY ROAD BLDG 1 SUITE 1800

ATLANTA, GA 30339
[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>
Bill Row	Project Manager
Eric Wilson	Project Architect
Monica Dragalina	Architectural Designer
Alexandra Watson-Lister	Architectural Designer
Jeanne Jackson	Mechanical Engineer
Frank Caputo	Senior Mechanical Designer-of-Record
Gabriel Cline	Plumbing Designer
Nick Migliaccio	Electrical Engineer-of-Record
Will Lawton	Senior Electrical Engineer
Tim Moore	Electrical Designer
Katie Pothier	Fire Protection Engineer, Fisher Engineering
Civil:	Breedlove Land Planning
Structural:	Uzun & Case
Mechanical:	In House
Plumbing:	In House
Electrical:	In House
Kitchen Consultant:	Cinilittle

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,

BRPH Architects Engineers, Inc.

[legal name of Architect]

2727 Paces Ferry Road SE, Bldg 1, Ste 1800

Atlanta, GA 30339

[address of Architect]

321.288.0294

[telephone number of Architect]

brow@brph.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>320</u> per hour
Director:	\$ <u>270</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>250</u> per hour
Project Architect:	\$ <u>195</u> per hour
Project Manager:	\$ <u>195</u> per hour
Project Coordinator:	\$ <u>185</u> per hour
Interior Designer:	\$ <u>150</u> per hour
Project Captain:	\$ <u>N/A</u> per hour
Technical Staff:	\$ <u>130</u> per hour
Contract Administrator:	\$ <u>115</u> per hour
Clerical:	\$ <u>100</u> per hour

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 2 of 5

Estimator:	\$ 180	per hour
Scheduler:	\$ 110	per hour
Designer:	\$ 155	per hour
CADD:	\$ 105	per hour
Civil Engineer	\$ 235	per hour
Junior Civil Engineer	\$ 105	per hour
Civil Draftsman	\$ 70	per hour
Structural Engineer	\$ 235	per hour
Junior Structural Engineer	\$ 105	per hour
Structural Draftsman	\$ 70	per hour
Mechanical Engineer	\$ 235	per hour
Junior Mechanical Engineer	\$ 105	per hour
Mechanical Draftsman	\$ 70	per hour
Electrical Engineer	\$ 235	per hour
Junior Electrical Engineer	\$ 105	per hour
Electrical Draftsman	\$ 70	per hour
Fire Protection Engineer	\$ 200	per hour
Junior Fire Protection Engineer	\$ 180	per hour
Fire Protection Draftsman	\$ 160	per hour
FF&E Coordinator	\$ 80	per hour
Others as appropriate	\$ <u>Varies</u>	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>Bill Row</u>	<u>Project Manager, BRPH</u>
<u>Eric Wilson</u>	<u>Project Architect, BRPH</u>
<u>Monica Dragalina</u>	<u>Architectural Designer, BRPH</u>
<u>Alexandra Watson-Lister</u>	<u>Architectural Designer, BRPH</u>
<u>Jeanne Jackson</u>	<u>Mechanical Engineer-of-Record, BRPH</u>
<u>Frank Caputo</u>	<u>Senior Mechanical Designer, BRPH</u>
<u>Gabriel Cline</u>	<u>Plumbing Designer, BRPH</u>
<u>Nick Migliaccio</u>	<u>Electrical Engineer-of-Record, BRPH</u>
<u>Will Lawton</u>	<u>Senior Electrical Engineer, BRPH</u>
<u>Tim Moore</u>	<u>Electrical Designer, BRPH</u>
<u>Katie Pothier</u>	<u>Fire Protection Engineer, Fisher Engineering</u>

Civil:	<u>Breedlove Land Planning, Matt Tanner</u>
Structural:	<u>Uzun + Case, John Hutton</u>
Mechanical:	<u>BRPH, see above</u>
Plumbing:	<u>BRPH, see above</u>
Electrical:	<u>BRPH, see above</u>
Kitchen Consultant:	<u>cinilittle, Kip Serfozo</u>

- c.** The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
No. 1: 01/08/2024; No. 2: 01/12/2024; No. 3: 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**

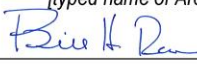
Page 4 of 5

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,

BRPH Architects Engineers, Inc.

[typed name of Architect]

By:  [seal]

[signature]

Bill Row, PE, Sr. VP, CIO

[typed name and title]

2727 Paces Ferry Road SE, Bldg 1, Ste 1800, Atlanta, GA 30339

[address of Architect]

(321) 288-0294

[business telephone number]

December 31, 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



PROPOSAL

Professional Architectural and Engineering Services
RFQu No. 24-752-017



DEKALB COUNTY SCHOOL DISTRICT
Chamblee, GA
February 1, 2024



2727 Paces Ferry Road
Building 1, Suite 1800
Atlanta, GA 30339

MAIN 770-933-9242
FAX 770-933-9246
BRPH.com

◆ February 1, 2024

DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084-6705

RE: Professional Architectural and Engineering Services
RFQu No. 24-752-017

Dear Selection Committee members,

DeKalb County School District (DCSD) is committed to ensuring your educational facilities meet both your programmatic needs, and community expectations of academic excellence. DCSD has made substantial contributions in positioning its students at the forefront of future-ready learning, and each up-coming project is another step in that direction.

BRPH has a strong history working with you, and our team upholds your vision of high standards, academic performance and customized educational pathways where students succeed. We understand the importance you place on creating safe, healthy and secure learning environments and are committed to sustaining our relationship by providing continuing architectural and engineering services on your various upcoming projects.

Proactive Approach to Project Delivery. With a broad understanding of current market conditions and the technical nuances that are key to a successful project, the BRPH team will proactively address potential challenges and risks to control schedule, cost and delivery. Regardless of the project size, we partner with our clients to foster early decision making and help navigate our clients through the strategic, financial, design, and construction decisions. We are accustomed to working on numerous projects simultaneously for clients with critical schedules and rigid budget constraints.

Unmatched Technical Expertise. Our dedicated education team is passionate about bringing creative ideas to the forefront to execute projects of all sizes. From security vestibules, building re-roofs, parking and drive modifications to entire building additions and renovations, BRPH has provided professional services for more than 40 school districts throughout Georgia, Florida, Alabama and South Carolina. Our proven team is ready to exceed your expectations and provide unmatched service to DeKalb County School District.

Collaborative and Experienced Team. Throughout our 60-year history, BRPH has serviced numerous school districts through multi-year, continuing service contracts. Our team works efficiently and effectively on these types of projects. We offer full-service, in-house professional design services to ensure each project DCSD assigns has adequate coverage. We also partner with specialty subconsultants who augment our team in areas including civil and structural engineering, fire protection and food service consulting. All proposed subconsultants are firms with whom we regularly partner. Because we have worked together on hundreds of education projects, we know how to leverage the strengths of our respective teams, streamline collaboration, accelerate design and perform at the highest level of quality.

As BRPH looks to the future supporting your district, we approach your project structure by putting forth our best team, one that meets the evolving requirements of DCSD. We are proud to present our skilled team of creative problem solvers, all of whom harbor a passion for innovative problem solving and a commitment to providing the right facility solutions based on your needs. Our team is ready to work with DCSD to deliver future-forward educational projects that support your mission **to ensure student success, leading to higher education, work, and life-long learning.**

On behalf of BRPH, we look forward to this exciting new chapter and for the opportunity to continue serving DeKalb County School District, administration, parents, and students.

Sincerely,

Bill Row, PE

SENIOR VICE PRESIDENT, CIO

EMAIL brow@brph.com | DIRECT 321.288.0294



CREATIVE IDEAS. PRECISELY DELIVERED.

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4.3

Compliance Information



Dresden Elementary School
DeKalb County Public Schools

4.3 Compliance Information

Serving Georgia Communities for 20 Years

4.3.1.1 Legal Name and Business Type: BRPH Architects Engineers, Inc. is a 100% employee owned company, submitting this proposal as a Private Professional Corporation.

4.3.1.2 Certificate of Registration: BRPH was incorporated in the State of Georgia in 2000. Our Georgia Secretary of State of Registration and our Cobb County Occupation Tax Certificate are uploaded as separate documents.

Ga SOS Registration No. 09063042; filed 1/5/2024
Cobb County Occupation Tax Certificate No. 103160; exp 12/31/2023. (Please note, BRPH will not have the 2024 Cobb County Tax Certificate until our accounting department closes 2023 and can file taxes. BRPH will provide the updated Certificate as it becomes available).

4.3.2.1 Firm Licenses and Professional Registrations:
Current Georgia Professional Registrations for our architects and engineers, as well as for our subconsultants, are uploaded as separate documents.

Eric Wilson: RA 008459; Exp 6/30/2025
Nick Migliaccio: PE 049293; Exp 12/31/2024
Will Lawton: PE 044084; Exp 12/31/2024
John Hutton: SE 001060; Exp 12/31/2024
Matt Tanner: PE 030454; Exp 12/31/2024
Katie Pothier: PE 033276; Exp 12/31/2024

4.3.2.2 Joint Venture Agreement: Not applicable.

4.3.3.1 Years in Business: 60

4.3.3.2 BRPH Office Locations: BRPH currently operates ten offices throughout the country, including:

Atlanta - Office serving DCSD for this project
2727 Paces Ferry Rd., Building 1, Suite 1800
Atlanta, GA 30339
Phone: 770-933-9242

Charleston
229 Huger St., Suite 200
Charleston, SC 29403
Phone: 843-743-0222

Jacksonville
12724 Gran Bay Parkway, West Bartram Park, Suite 410
Jacksonville, FL 32258
Phone: N/A

Huntsville
127 Holmes Ave. NW., Suite 300
Huntsville, AL 35801
Phone: 256-384-3578

Melbourne (Headquarters)
5700 N. Harbor City Blvd. Suite 400
Melbourne, FL 32940
Phone: 321-254-7666

Orlando
2420 S. Lakemont Ave., Suite 300
Orlando, FL 32814
Phone: 407-896-93011

Palmdale
40015 Sierra Highway, Suite B200
Palmdale, CA 93550
Phone: 661-403-6230

Phoenix/Mesa
60 E. Rio Salado Parkway, Suite 900
Tempe, Arizona 85281

Seattle Area
19020 33rd Ave. W., Suite 500
Lynnwood, WA 98036
Phone: 425-921-3500

South Florida
433 Plaza Real, Suite 275
Boca Raton, FL 33432
Phone: 561-616-5878

4.3.3.3 Owners, Officers, Principals in Charge:
Brian Curtin: President, CEO, Chairman of the Board
Bill Row: Sr. Vice President, CIO
Jason Dunn: Sr. Vice President, CRO
Cris Vigil: Sr. Vice President
Robb Morrison: Sr. Vice President, CFO, Secretary
Janie McDermott: Vice President, CHRO
Marti Watts: Vice President
Andrew Miller: Vice President
Jim Hillier: Vice President
Francisco Alvarado: Vice President

4.3.4.1 Conflicts of Interest: None



4.3 Compliance Information

The Dependable Choice

4.3.5.1 Financial Statement:

We have uploaded our confidential Financial Statement as a separate document. .

4.3.5.2 Insurance Capacity:

We have uploaded our Certificate of Insurance as a separate document. Please also see our certificate to the right.

4.3.5.3 Litigation:

BRPH's strong experience in highly technical projects has generated a quality-oriented approach to our work. As a result, BRPH has not been found liable in any lawsuit for any project in the firm's 60-year history.

In 2016, BRPH Architects Engineers Inc. was brought into an ongoing lawsuit between the owner and various contractors and designers of a Chlor Alkali Production Plant in Eddyville, Iowa. The claims between the owner, contractors and designers primarily involve defects in the process portion of the project, whereas BRPH's role was limited to the plant's physical structure. This matter was amicably settled at mediation.

On July 14, 2019, Alaskan Aerospace Corp. (AAC) filed suit against BRPH Architects Engineers, Inc. for damages in excess of \$100,000 arising out of BRPH's approval of shop drawings submitted by AAC's replacement rail roller supplier, Hilman Inc. BRPH did not select or supply the rollers and vigorously denied liability. BRPH also filed a Third Party Complaint against Hilman, Inc. That matter was amicably settled at mediation.

Proactive litigation avoidance is an important aspect of the BRPH policy and for the past several years, we have conducted in-house seminars addressing this issue.

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE 08/01/2019

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.

INSURED
BRPH Companies, Inc.
3750 North Harbor City Boulevard
Suite 400
Melbourne FL 32940

COVERAGES
CERTIFICATE NUMBER: 100640003
REVISION NUMBER: 1

LIMITS

TYPE OF INSURANCE	POLICY NUMBER	INSURANCE COMPANY	COVERAGE	LIMITS
1. COMMERCIAL GENERAL LIABILITY	01487381	01/0001	01/0001	1,000,000
2. AUTOMOBILE LIABILITY	01487381	01/0001	01/0001	1,000,000
3. PROFESSIONAL LIABILITY	01487381	01/0001	01/0001	1,000,000
4. UMBRELLA	01487381	01/0001	01/0001	1,000,000
5. AUTOMOBILE LIABILITY	01487381	01/0001	01/0001	1,000,000
6. PROFESSIONAL LIABILITY	01487381	01/0001	01/0001	1,000,000

CERTIFICATE HOLDER
For Proposal Purposes

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.

ACORD 25 (08/16/03) The ACORD name and logo are registered marks of ACORD. © 1988-2015 ACORD CORPORATION. All rights reserved.

Our Insurance Capacity meets the requirements.

These seminars are normally conducted by the firm's current professional liability insurance carrier, General Counsel, and Chief Risk Officer, and include such topics as tort law liability, contract law liability, statute law liability; allocation of risks in contracts; and risk intensive issues in professional practice. The seminars also cover construction phase responsibilities, including shop drawings review, RFI responses, job site safety, and change orders. Key technical and human resources staff also routinely attend independent seminars on risk management and thereafter conduct in-house de-briefings.

4.3.5.4 Insurance Claims:

None.

5.1

Individual Review



5.1 | Individual Review

Montgomery Elementary School Innovation Lab
DeKalb County Public Schools

5.1 Individual Review | 5.1.1 Related Experience

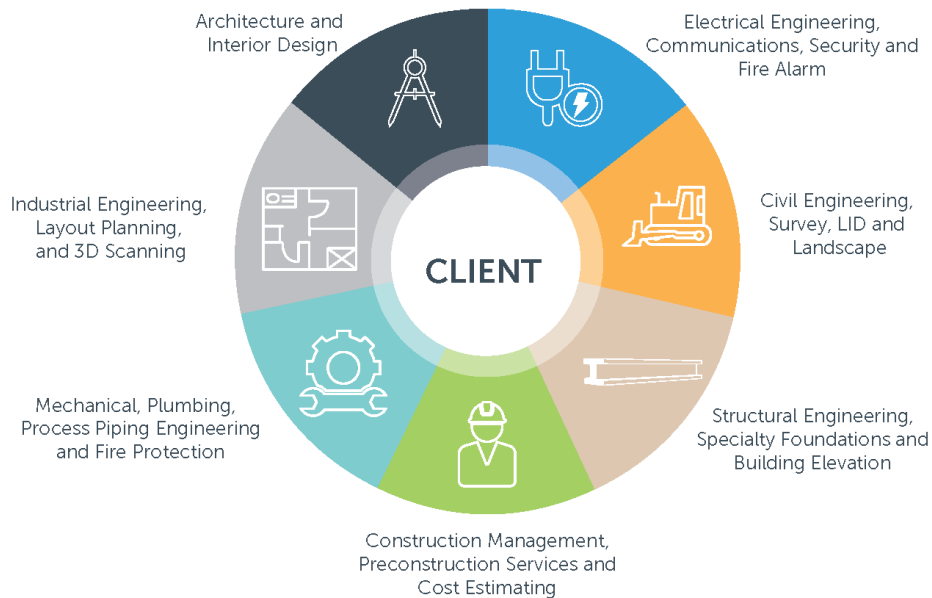
Student-Focused, Community Approved

For over 50 years, BRPH has been helping school districts like DCSD to stay ahead of the curve, meeting the changing needs of growing communities, and giving students opportunities to explore and excel like never before. It is our student-focused process, which entails deep collaboration between the school district and the appropriate stakeholders, that makes these projects a success.

CREATIVE IDEAS. PRECISELY DELIVERED. It's our promise and our passion to support clients by finding the best, most efficient solutions no matter how impossible the challenge might seem.

It's About the Students

The students currently enrolled in DeKalb County Schools are the innovators of tomorrow. As technology continues to evolve, the way we design schools also evolves, enhancing the way future generations learn. For your upcoming projects, we understand the importance of how the buildings systems support the educational spaces and overall learning environment. Our role is to collaborate with the school's leaders, as well as the school district's department directors, to understand the project needs and provide design services that contribute to the success of your environment.



REINVENTING INTEGRATED SOLUTIONS

UTILIZING PROFESSIONALS THAT SPAN MULTIPLE DISCIPLINES
TO PROVIDE INNOVATIVE, FORWARD-THINKING DESIGN SOLUTIONS



5.1 Individual Review | 5.1.1 Related Experience

Uncovering the True Needs of the Client

"Design Through Discovery" is the BRPH adaptation of the Design Thinking methodology. It is an open-minded, collaborative brainstorming process centered on the people at the heart of a problem to be solved. It's driven by the need to continuously improve complex systems in a creative way. It's about the client. It's a method of discovery that uncovers what is working and what isn't, delivering key insights that drive the project design. By gaining a clear, upfront understanding of the core needs and desires for each school, our team will be able to create viable and feasible solutions that meet their requirements. ***We have successfully used this strategy with other school districts and it has become a fundamental part of our design process in helping you achieve the building project you want.***

Interactive and Collaborative Approach

Our team process is collaborative — we pride ourselves in working on projects that bring together a committed team of professionals with the talent and knowledge to analyze and understand the issues.

Our team has experience working with and managing multiple stakeholder groups and working in partnership with all in an open, interactive process. It is imperative that we listen carefully to fully understand each school's philosophy, needs and aspirations, while providing the leadership to guide the process to a successful completion.

Stakeholder Collaboration

Our team will work with DCSD and each school's appropriate stakeholders to address the anticipated needs for each project. It's important to understand how the project scope will impact the school and its operations. While reviewing the provided facility assessments is important, successful user interaction will be critical for every project's success. It is especially important to be direct and communicative for the school stakeholders to fully understand their needs.

Our related project experience follows.

BRPH's Design Through Discovery Process



5.1 Individual Review | 5.1.1 Related Experience

Enhancing campus environments

We have successfully managed numerous projects under continuing service contracts, providing design and construction administration services for concurrent contracts for education clients. We are accustomed to working on numerous projects simultaneously for clients with critical schedules and rigid budget constraints. Some of the contracts span more than 30 years.

Continuing Service Agreements for Campuses Nationwide			
K-12 SCHOOL DISTRICTS	HIGHER EDUCATION	PRIVATE SECTOR CAMPUSES	PUBLIC SECTOR CAMPUSES
- Atlanta Public Schools - Fulton Co. Schools - Brevard Co. Public Schools - Volusia Co. SD - Indian River Co. SD - Lake Co. SD - Martin County SD - Orange Co. Public Schools - Osceola Co. SD - Palm Beach Co. SD	- Eastern Florida State College - Broward College - Calhoun Community College - Dalton State College - Daytona State College - University of Central Florida - Alabama A&M University	- AT&T - Boeing - Florida Power and Light - L3Harris - Health First - JetBlue University - Lockheed Martin - Northrop Grumman - Universal Studios	- Army Corp of Engineers - Canaveral Port Authority - Kennedy Space Center - Melbourne Airport Authority - NASA - NAVFAC - Space Gateway - Port of Seattle - Space Florida

BRPH		Select Relevant Services	
- Architectural Programming & Design - Branding - Building Envelope Assessments - Building Information Modeling - Bus/Drop-Off Loop Replacement/Design - Commissioning	- Communication Systems Design - Condition Assessments - Construction Services - Cost Estimation - Electrical Distribution Upgrades/Low-Voltage System Replacement - Engineering (Civil, Mechanical, Electrical, Structural)	- Fire Protection - Furniture Selection & Specification - HVAC Renovations - Industrial Design - Interior Design/Workplace - Masterplanning - Plumbing Fixture Replacement - Pre-construction	- Process Piping - Program Management - Roofing/Re-roofing - Scanning (Matterport, Thermography) - Security Assessments - Visualization (Animation, Renderings) - Wayfinding/Graphics



5.1 Individual Review | 5.1.1 Related Experience

BRPH Recent Projects (\$1 million to \$5 million)

PROJECT	CLIENT	DATE	CONST. COST
Button Gwinnett ES Add. / Renovations	Liberty County Schools	December 2016	\$3,450,000
	Extensive renovations and addition to existing facility. Work included expanding the existing facility with a new addition to accommodate relocating the kitchen and cafeteria, conversion of the existing space into a new centrally located Media Center as well as new interior finishes throughout. New HVAC systems, plumbing fixture replacement and electrical upgrades were also provided.		
Collins Hill HS Renovations	Gwinnett County Schools	August 2019	\$5,003,055
	Phased renovation over (2) summers of the original 1994 facility that included the complete replacement of the HVAC systems, including the all water source heat pumps, new boilers, cooling tower and building control systems. Interior renovations included ceiling replacement of all interior corridors and high-traffic areas. Reroofing of the existing building was also completed with a new TPO system over the existing built-up roofing.		
Duluth HS HVAC Renovations	Gwinnett County Schools	August 2019	\$1,257,583
	Various rooftop replacement of existing RTU's over two attached portions of the existing school. Work also included providing new Energy Recovery Units, electrical system upgrades and cooling tower replacement. Interior renovations included ceiling replacement and painting.		
EC West ES Renovations	Fulton County Schools	March 2017	\$3,459,500
	Renovations of existing facility that included interior finishes, door hardware replacement, electrical distribution upgrades, fire alarm replacements as well as removal and replacement of existing roofing system with new built-up roofing.		
Huddleston ES Renovations/ Mod's	Fayette County Schools	August 2017	\$4,600,943
	Comprehensive renovation of the existing facility. Work included new interior finishes with new flooring, ceilings and painting throughout. The existing roof was removed and replaced, as well as complete HVAC system replacement and the replacement of existing plumbing fixtures. Electrical work included new electrical distribution systems, lighting, fire alarm, intercom and security systems, as well as data work throughout.		
Kedron ES Renovations/ Mod's	Fayette County Schools	August 2016	\$2,254,237
	Renovations of the existing facility included new interior finishes that included new floor finishes, painting and ceiling replacement. Work also included the installation of new serving line equipment at the cafeteria, the complete HVAC system replacement, electrical distribution upgrades, low voltage systems replacement and new LED lighting throughout.		
Kilpatrick ES Renovations	Clayton County Schools	August 2019	\$5,382,096
	Renovations of the existing facility included various roof modifications and recoating of existing exterior stucco on the exterior, new interior finishes, installation of new casework and kitchen equipment as well as various HVAC improvements that included providing air conditioning at the existing gymnasium. Site work improvements included the creation of a new bus loop and canopy that separated the previously combined drop-off loop along the front of the existing school, as well as a new entrance canopy and playground.		
Lee Street ES Renovations	Clayton County Schools	December 2018	\$3,386,000
	Multi-phased renovation of existing school that included new interior finishes and bathroom modernizations, ADA improvements and various ceiling repairs. HVAC work included new air conditioning for the gymnasium as well as replacement of existing boilers. Electrical work included the construction of a new MDF room with replacement of intercom and security systems. The exterior grease traps were also replaced and a new monument sign provided at the front of the school.		

5.1 Individual Review | 5.1.1 Related Experience

BRPH Recent Projects (\$1 million to \$5 million) *continued*

PROJECT	CLIENT	DATE	CONST. COST
MD Roberts MS 2nd Floor Build Out	Clayton County Schools	January 2019	\$4,950,000
	Interior build-out of unfinished 2nd floor to an addition to performing arts school that was designed by BRPH in 2015. The work included full design of shelled interior space to accommodate growth for the Magnet and Performing Arts program at the school.		
McIntosh HS Addition and Re-Roofing	Fayette County Schools	August 2016	\$2,677,000
	The main purpose of the addition was to provide a second floor connecting corridor along the front of the existing building that would connect two portions of the upper floors of the school that were previously unconnected. The addition also provided a unifying design feature that signaled the main entrance of the building. Extensive reroofing of various portions of the building were also performed.		
North Fayette ES Gym Addition	Fayette County Schools	February 2017	\$1,495,975
	The project scope included the demolition of the existing school gymnasium and the installation of a new gym facility based on the district's updated standards.		
Paul D. West MS Renovations	Fulton County Schools	April 2020	\$3,116,000
	Planned interior renovations of existing middle school and re-roofing. Construction documents were fully completed, and work permitted prior to the project being placed on hold by the Owner.		
Peachtree City ES Additions	Fayette County Schools	August 2017	\$3,652,085
	The work encompassed a new standalone gymnasium and new classroom and Media Center addition to the existing facility. Interior renovations included converting the existing Media Center into new Kindergarten Classrooms as well as various system updates within the existing building.		
Peoples ES Renovations/Mod's	Fayette County Schools	August 2019	\$3,278,000
	Renovations of the existing facility included new interior finishes that included new floor finishes, painting and ceiling replacement. Work also included the installation of new serving line equipment at the cafeteria, the complete HVAC system replacement, electrical distribution upgrades, low voltage systems replacement and new LED lighting throughout.		
Spring Hill ES Renovations/Mod's	Fayette County Schools	August 2016	\$2,638,811
	Renovations of the existing facility included new interior finishes that included new floor finishes, painting and ceiling replacement. Work also included the installation of new serving line equipment at the cafeteria, the complete HVAC system replacement, electrical distribution upgrades, low voltage systems replacement and new LED lighting throughout.		
State Bridge Cross ES Renovations	Fulton County Schools	August 2018	\$3,116,000
	Renovations of existing facility that included new interior finishes, replacement of various HVAC rooftop units, installation of new emergency generator and new security system. The design work also included the replacement of the existing roofing system and associated gutters & downspouts that was not selected by the Owner.		
Suder ES Renovations	Clayton County Schools	August 2019	\$5,151,904
	Renovations of the existing facility included new interior finishes, installation of new casework and kitchen equipment as well as various HVAC improvements that included providing air conditioning at the existing gymnasium. Site work improvements included the creation of a new bus loop and canopy that separated the previously combined drop-off loop along the front of the existing school by providing a separate entry of the existing road.		

5.1 Individual Review | 5.1.1 Related Experience

BRPH Recent Small Scaled Projects under \$1 million:

PROJECT	CLIENT	DATE	CONST. COST
Chattahoochee ES Re-Roof	Gwinnett County Schools	August 2019	\$325,790
	Installation of new rigid insulation and TPO membrane over existing built-up roofs, as well as associated sheet metal and flashing, at existing building.		
Creekside HS Water Intrusion Mod's.	Fulton County Schools	August 2020	\$91,315
	Installation elastomeric coatings for exposed masonry above existing roofing, with new flashing and sheet metal work to address envelope leaks and replacement of interior finishes affected.		
Denmark HS Animal Science Lab Add.	Forsyth County Schools	Dec.2021(est.)	\$450,000
	Classroom laboratory expansion to existing Animal Science Building at high school facility designed and completed by BRPH nearly three years ago. The standalone facility supports the school's Veterinary Medicine program which has successfully doubled in size since the school opened in 2018.		
Druid Hills HS Master Planning Study	DeKalb County Schools	Sept. 2021 (est.)	\$83,000 fee
	Constructed in 1924, the existing campus has seen extensive expansions and modifications through the years. BRPH is guiding the client through a master planning process that assess the school's current conditions and establishing guidelines for future development.		
Give Center East Re-Roof	Gwinnett County Schools	August 2018	\$239,015
	Installation of new rigid insulation and TPO membrane over existing built-up roofs, as well as associated sheet metal and flashing, at existing building.		
Maltese Center Re-roof	Gwinnett County Schools	August 2018	\$380,708
	Installation of new rigid insulation and TPO membrane over existing built-up roofs, as well as associated sheet metal and flashing, at existing building.		
Manning Oaks ES Interior Renovations	Fulton County Schools	August 2019	\$128,250
	Removal and installation of new LVT flooring in all high traffic areas, as well as painting of all corridor walls, door frames and hard ceilings.		
McIntosh HS Science Lab Renovations	Fayette County Schools	August 2018	\$883,462
	Interior renovation of existing high school science laboratories, modernizing layouts to allow for flexibility with new curriculum and student collaboration.		
Montgomery ES – Innovation Lab	DeKalb County Schools	November 2020	\$128,250
	Renovation turned an existing, underutilized space into a new classroom laboratory to support the school's recent STEM certification.		
North Fayette ES – Gym Connector	Fayette County Schools	August 2019	\$210,500
	Enclosed connector tying an existing elementary school with recently constructed gymnasium that BRPH had previously designed and oversaw.		
Peachtree ES / Norcross ES Re-roof	Gwinnett County Schools	August 2017	\$749,800
	Removal of portion of existing built-up roof with installation of new insulation and TPO membrane, as well as associated sheet metal and flashing, at existing building.		
Pickneyville Middle School Re-Roof	Gwinnett County Schools	August 2017	\$209,750
	Removal of portion of existing gravel built-up roof with installation of new insulation and TPO membrane, as well as associated sheet metal and flashing, at existing building.		
Sweetwater MS / Northbrook Center	Gwinnett County Schools	August 2017	\$749,800
	Installation of new insulation and TPO membrane over existing single ply roofs, as well as associated sheet metal and flashing, at existing building.		





FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Richard Boyd
DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
T: 678-676-1483
F: N/A

USER CONTACT

Brian Albanese, SPLOST IV CIP
Program
DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
678-676-1561

COMPLETION DATE

TBD

PROJECT SIZE

130,000 SF (est.)

PROJECT COST

TBD

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS

Design

KEY STAFF

Bill Row, Eric Wilson, Monica
Dragalina, Alexandra Watson-Lister,
Jeanne Jackson, Frank Caputo, Gabriel
Cline, Nick Migliaccio, Will Lawton,
Tim Moore

Dresden Elementary School | Chamblee, GA

This project is a 130,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafeteria, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 950 students.

The project requires extensive phased construction to keep the campus operational throughout the entire construction process, from demolition to the final completed phase. A large power easement renders over half of the site unbuildable, requiring creative ideas to compact the building footprint while still respecting the suburban neighborhood context.





View of renovated Media Center

FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Richard Boyd
DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
T: 678-676-1483
F: N/A

USER CONTACT

Brian Albanese, SPLOST IV CIP
Program
DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
678-676-1561

COMPLETION DATE

August 2017

PROJECT SIZE

48,000 SF Addition

PROJECT COST

\$16.2 million

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS

Complete

KEY STAFF

Tim Moore

Henderson Middle School | Atlanta, GA

BRPH provided design and engineering services for the additions and renovations to Henderson Middle School. Originally constructed more than 45 years ago as a high school, the facility has been functioning as a middle school since 1996. BRPH worked closely with the school and community to provide needed improvements to the existing facility.

The scope of work involved various additions and upgrades that included a new 48,000 SF addition consisting of 26 classrooms and support space supporting the necessary Math and Science classrooms. A new 5,500 SF band suite addition and 1,200 SF Media Center expansion also provided much needed relief for existing programs. Renovation work to the existing building provided various program improvements, included a new kitchen addition and cafeteria expansion and new Art and Technology classrooms. Additional electrical, HVAC and roofing improvements occurred throughout the existing building.

The classroom addition and kitchen expansion were designed to accommodate an increase in student population, as well as provide improved facility service access. During construction, BRPH assisted in developing project phasing to accommodate the school needs and ensure that minimal impact occurred to disrupt school functions.





1. Rendering of Interior Renovation 2. View of interior renovation at substantial completion

FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Richard Boyd, Director of Design
DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
T: 678-676-1483
F: N/A

USER CONTACT

Lemuel Hawkins, Senior Project
Manager DeKalb County Schools
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
678-676-1363

COMPLETION DATE

September 2020

PROJECT SIZE

18,000 SF

PROJECT COST

\$275,740 (renovation construction cost)

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS

Substantially Complete

KEY STAFF

N/A

Montgomery Elementary School Innovation Lab | Brookhaven, GA

As part of DeKalb County School's continuing service contract, BRPH worked with the school, parent council and district to expand the program in a previously unutilized space within the school. With the school's vision to inspire a community of learners to achieve educational excellence, their goal is to ensure student success, leading to higher education, work, and life-long learning. With the STEM program serving as the framework for establishing the educational criteria of the space, the goal was to create a student-centered learning environment as well as adapting to future needs.

The outcome was a space that not only met those program standards but created a flexible learning environment that integrated technology throughout. The main classroom is organized to encourage collaboration, prototyping and sharing ideas. Specific attention was paid to provide optimal locations for 3D printers along counters as well as open storage to simplify organization.

A new window and entrance were cut into an existing exterior wall, bringing in natural light and providing direct access that didn't previously exist. New utilities, including direct/indirect LED lighting, bathrooms and sinks, and HVAC bring much needed functionality to support the space. Vibrant colors were chosen to promote curiosity and playfulness. The existing concrete structure was left exposed to embellish the area as a laboratory of learning. The result is a classroom that seamlessly blends the learning environment and remove barriers to promote lifelong learning.





1. Benteen Elementary School 2. Oglethorpe Elementary School

FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Jere Smith, Director of Capital Improvements
Atlanta Public Schools
1631 LaFrance Street
Atlanta, GA 30307
T: 404-802-3736
F: N/A

USER CONTACT

Marvin Brown, Maintenance Director
Atlanta Public Schools
1631 LaFrance Street
Atlanta, GA 30307
404-802-3791

COMPLETION DATE

August 2021 (est.)

PROJECT SIZE

8,440 SF (Benteen); 49,407 SF (Oglethorpe)

PROJECT COST

\$5.4 million

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS

Bidding/Permitting

KEY STAFF

Monica Dragalina (Benteen &
Oglethorpe) | Eric Wilson, Alexandra
Watson-Lister (Oglethorpe)

Benteen & Oglethorpe Elementary Schools | Atlanta, GA

With many aging facilities with growing needs, Atlanta Public Schools (APS) hired BRPH to oversee modifications to both Benteen Elementary School and Oglethorpe Elementary School as a combined project for APS. BRPH has had extensive experience in working with APS to renovate several of their existing schools, updating their HVAC services and systems.

Located in Southeast Atlanta, Benteen Elementary School was originally constructed in 1956. Several additions and renovations have occurred throughout the years, with the latest occurring in 1995. Much of the existing facility's systems did not efficiently or effectively. BRPH was tasked with updating the HVAC and supporting network to various portions of the facility, including the original single story structure and the newer two-story wing. This work includes new mechanical systems, electrical distribution, plumbing work and structural support for new rooftop Energy Recover Units associated with the renovation work.

Oglethorpe Elementary School currently serves as the North Metro Program facility. Originally constructed as a single story facility in the early 1960's, the campus has been expanded and renovated several times. Located on Beckwith Street, the facility is adjacent to Clark Atlanta University. Similar to Benteen, new HVAC and supporting work is proposed for the various parts of the single story wing and two-story wing of the facility.

Various other improvements related to both schools also relate to architectural finishes, access control and security. When completed, both schools will provide much needed improvements by replacing low performing systems with new ones that meet the districts current standards.





FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Jere Smith, Director of Capital Improvements
Atlanta Public Schools
1631 LaFrance Street
Atlanta, GA 30307
T: 404-802-3736
F: N/A

USER CONTACT

Theondrae Reid, Project Manager
Atlanta Public Schools
1631 LaFrance Street
Atlanta, GA 30307
404-802-3712

COMPLETION DATE

September 2019

PROJECT SIZE

48,550 SF Renovated; 10,500 SF Additions

PROJECT COST

\$8.5 million

SERVICES PROVIDED

Architecture, Engineering, Cost Estimating, Construction Administration

PROJECT STATUS

Complete

KEY STAFF

Bill Row
Tim Moore

Beecher Hills Elementary School Renovation & Addition | Atlanta, GA

The proposed client scope was to add a new gymnasium and update the building systems. BRPH's design team was confronted with where to add the new expansion on a constrained site, and how to improve core operational spaces and circulation within a limited project budget. By strategically placing the gymnasium on the steeply sloping hill behind the school, the design team took advantage of the topography that minimized any site disruption and centrally aligned the addition with the school's core off the media center.

While not seeking LEED certification, sustainable design strategies, based on District guide specifications that established a minimum standard for following materials standards, include new LED lighting and mechanical systems. New roofing was also provided which improved the building envelope performance with added insulation and a lighter, more reflective surface.

The BRPH team reorganized the circulation to simplify access and align the building's core spaces. The cafeteria was relocated to the front of the building in an under-used existing multi-purpose space. A new computer lab, upgraded administration and teacher support were provided, taking advantage of previously underutilized spaces. The new internal circulation aligned the cafeteria with the media center and gymnasium addition, making these the "Heart and Hub" of the school.





FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Mike Sanders, Assistant Superintendent
Fayette County Schools
205 LaFayette Avenue
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F: 770-460-8191

USER CONTACT

Mike Satterfield, Director of Facilities
Fayette County Schools
205 LaFayette Avenue
Fayetteville, GA 30214
770-460-3522

COMPLETION DATE

September 2020

PROJECT SIZE

72,768 SF Renovated, 11,890 SF Additions

PROJECT COST

\$12,797,463

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS

Complete

KEY STAFF

N/A

Oak Grove Elementary School

Additions & Modifications | Peachtree City, GA

Oak Grove Elementary School is a traditional K-5 primary school, one of 14 elementary schools currently operated by Fayette County Public Schools (FCPS), originally constructed in the 1980's. Over the years, several additions were constructed to accommodate growth within the area served by the school. During this time, BRPH was first engaged by FCPS in the mid 1990's to design an elementary school prototype for all new facilities to be constructed thereafter. This effort resulted in ten additional schools that have been constructed based on the prototype. BRPH was tasked with implementing design standards consistent with the prototype to the greatest extent possible. For Oak Grove, a third classroom wing was added to serve fifth grade students in 1995. Then, in 2009, the cafeteria was expanded.

In late 2018, FCPS tasked BRPH to address several key deficiencies that still existed at Oak Grove, including a request from the city to relocate the primary access point and the fact that existing gymnasium and cafeteria were both inadequate because of the small size of the gym and lack of a stage in the cafeteria. Relocating the primary entrance necessitated the relocation and addition of a new front office, which also warranted expansion to be consistent with the prototype. Existing vehicular circulation and parking also needed to be totally reconfigured and expanded to provide increased capacity, improve flow, and segregate traffic.

Construction of the new front entrance, admin addition, and gymnasium addition resulted in a 'transformational change' to the outward appearance of the facility. The two additions both extend forward from the existing school, elevating their visibility as primary points of access. Within the school, the original gymnasium and front office areas were converted to new uses. The gym was subdivided into two new areas: an elevated stage facing into the cafeteria and a large new music room.





FIRM'S RESPONSIBILITY

Prime

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Superintendent
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F: 770-460-8191

USER CONTACT

Mike Satterfield, Director of Facilities
Fayette County Schools
205 LaFayette Avenue
Fayetteville, GA 30214
770-460-3522

COMPLETION DATE

August 2017

PROJECT SIZE

72,768 SF Renovated, 11,890 SF
Additions

PROJECT COST

\$4,500,000

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS

Complete

KEY STAFF

N/A

Peachtree City Elementary School Additions & Modifications | Peachtree City, GA

Located in the heart of Fayette County, Peachtree City Elementary School has been serving the community since 1970. Since then, the school has had little additions or modifications through the years. Continuing our long-standing relationship with Fayette County Schools, BRPH was asked to upgrade the campus to provide much needed improvements to the existing facility, as well as integrate the county standards for elementary schools.

With that latest renovation, BRPH was challenged to provide a new gymnasium, improve the existing Media Center, and update the building's systems. Additionally, new classrooms were necessary to address the growing school population.

To address these challenges, BRPH ultimately worked with Fayette County Schools to renovate the existing facility and incorporate the necessary expansions on the tight site. This resulted in the demolition of the existing, undersized gym. In its place, a new Media Center addition that included new Art and Music Classrooms as well as new technology Labs. The existing Media Center was converted into four new Kindergarten Classrooms. A new gymnasium was constructed adjacent to the main front of the building. In addition to improving the physical education program, the new gym allowed for the Gym to serve multiple purposes for school arrivals, as well as after school programs. Additional work included various electrical service work and lighting replacement, as well as window replacement throughout the building to provide an energy upgrade.





FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Matt Wark, Chief Facilities Officer
Forsyth County School District
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Cumming, GA 30040
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F: N/A

USER CONTACT

Tim Amerson, Dir. of Facilities Planning
Forsyth County School District
1120 Dahlonega Highway
Cumming, GA 30040
770-887-2461 ext. 202125

COMPLETION DATE

June 2020

PROJECT SIZE

285,000 total SF; 21,500 sf Addition

PROJECT COST

\$42,232,605 - original
\$4,606,604 addition / renovation

SERVICES PROVIDED

Architecture, Engineering, Cost
Estimating, Construction Administration

PROJECT STATUS

Complete

KEY STAFF

Tim Moore

West Forsyth High School Additions & Renovations | Cumming, GA

West Forsyth High School houses 1,950 students on its 95-acre campus. Adjacent to the school's central courtyard is an 850-seat cafeteria that features an international food court with five dining selections. The 2,000-seat gymnasium is designed to allow spectators to enter from the upper mezzanine level, keeping the play court clear of traffic. A full competition court practice gym, along with a weight room and aerobic/dance studio is also featured in the school.

Various other career development areas are located throughout the building, as well as an arts wing to house art, chorale, and band. A construction technology lab is conveniently located behind the 580-seat fine arts center.

Each classroom wing is two stories with a central courtyard to provide natural light to classrooms. The north wing features math and science instruction while the south wing houses language arts, social studies and foreign language instruction. The second story media center is oversized to accommodate any future expansion and computer information resource rooms are available on both floors.

In 2017, BRPH completed an addition of band and choral suite and a small multi-stall restroom. The project also includes the renovations of the existing band & choral rooms and several other classrooms.

Most recently, BRPH oversaw a 22 classroom and career tech expansion addition to West Forsyth High School. The work also included interior modifications to account for modernization and upgrades of several systems.





FIRM'S RESPONSIBILITY

Prime

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F: 770-460-8191

USER CONTACT

Mike Satterfield, Director of Facilities
Fayette County Schools
205 LaFayette Avenue
Fayetteville, GA 30214
770-460-3522

COMPLETION DATE

August 2016

PROJECT SIZE

83,000 SF (total renovation)

PROJECT COST

\$5,200,000

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating, Construction
Administration

PROJECT STATUS

Complete

KEY STAFF

Tim Moore

Huddleston Elementary School Modifications | Peachtree City, GA

Huddleston Elementary School's modernization and renovation project updated the majority of the building's existing mechanical systems, controls, and finishes. Several challenges associated with this project gave way to some very innovative design solutions for the existing facility.

This project involved the replacement of the mechanical systems, including the roof mounted single package air-conditioning equipment, VAV units, all ductwork, and new controls; replacement of ceiling panels and grids; new interior and exterior building mounted LED lights. Additional items included the replacement of the PA system and replacement of the fire alarm system including, panel, devices, and new visual annunciators, roofing replacement, and gas piping on the roof.

One key educational improvement to the project was the conversion of an underutilized portion of the building into a Learning Commons space. Working closely with the school's faculty, the space was modified to become an open connecting piece to give the school separate break out and collaboration spaces that aligned with the school's focus on creativity and critical thinking. Additionally, BRPH oversaw the design and procurement of flexible furniture systems provided for the space.

The Owner created a tight schedule to ensure that the operations of the school would be minimized. BRPH worked with Fayette County Schools to secure the Procurement of five gas heating/electric cooling multi-zone rooftop units to help accelerate the schedule until a Construction Manager was brought on board. Originally planned to span across multiple summers, the planned procurement and addition of a Construction Manager compressed the schedule into a single summer.



Duluth High School Modifications | Duluth, GA

FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Tim Fisher, Director of Planning
Gwinnett County Schools
437 Old Peachtree Road NW
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F: N/A

USER CONTACT

Troy Banta, Project Manager
Gwinnett County Schools
437 Old Peachtree Road NW
Suwanee, GA 30024-2978
770-513-6623
770-716-1209 ex.223

COMPLETION DATE

August 2019

PROJECT SIZE

56,000 SF (total reno)

PROJECT COST

\$1,300,000

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating,
Construction Admin

PROJECT STATUS

Complete

KEY STAFF

N/A

Serving the community since the 1950's, Duluth High School has expanded extensively throughout the years. Gwinnett County Schools hired BRPH to provide much needed modifications to several portions of the campus.

BRPH provided architectural and engineering services for this project. The project scope included renovation of the existing 1953 single story structure and two-story Science/Math wing constructed in 1976. Working closely with Gwinnett County Schools to assess the existing conditions and project pricing, BRPH provided design services to replace the existing roof top units, new Energy Recover and update the electrical distribution as well as controls for these buildings.

The result was new, energy efficient systems that complied with the county's operating standards and modernized a portion of the campus that had not been updated in over 25 years.

Collins Hill High School Modifications | Suwanee, GA

FIRM'S RESPONSIBILITY

Prime

OWNER CONTACT

Tim Fisher, Director of Planning
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Suwanee, GA 30024-2978
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F: N/A

USER CONTACT

Troy Banta, Project Manager
Gwinnett County Schools
437 Old Peachtree Road NW
Suwanee, GA 30024-2978
770-513-6623
770-716-1209 ex.223

COMPLETION DATE

August 2019

PROJECT SIZE

241,500 SF (total reno)

PROJECT COST

\$5,000,000

SERVICES PROVIDED

Architecture, Engineering,
Cost Estimating,
Construction Admin

PROJECT STATUS

Complete

KEY STAFF

Bill Row

Collins High School opened in 1995 and immediately expanded with several additions over the next five years. In 2017, Gwinnett County Schools hired BRPH to oversee the first major renovations of the existing facility.

BRPH provided architectural and engineering services for this project. The project scope included a comprehensive replacement of the mechanical systems at the original building. This included providing all new HVAC units, including water source heat pumps, roof top units and energy recovery units. The existing mechanical service was completely replaced with new pumps, heat exchangers and cooling tower. Additionally, the existing roof was to be replaced.

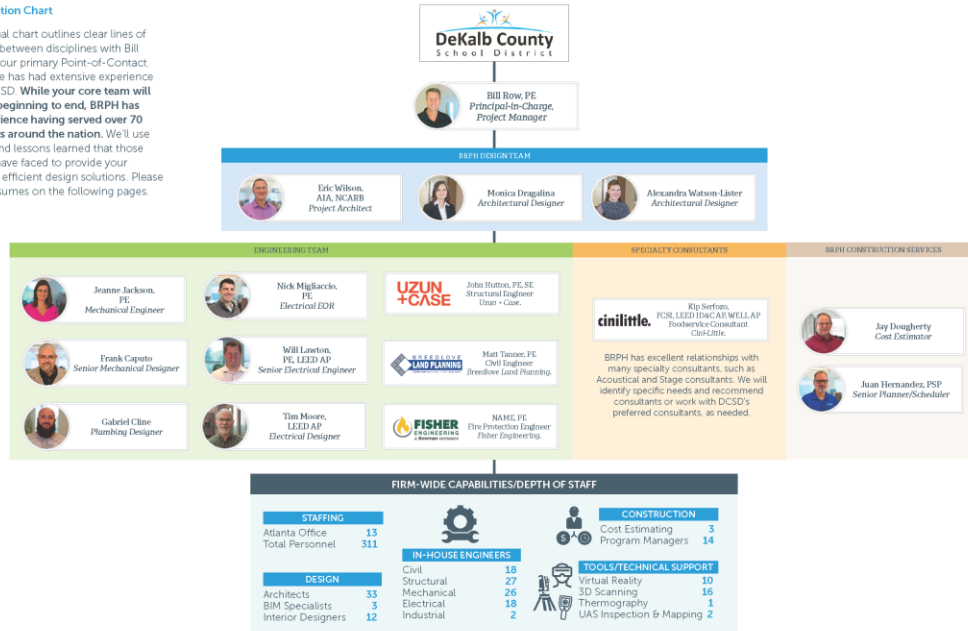
In working closely with Gwinnett County Schools to assess the existing conditions and project pricing, BRPH helped guide the extensive scope by dividing up the work into two separate project bid packages to meet the county's summer schedule for replacement. Assessment of the existing loop system and duct work lead to the determination that most of these existing components could be left in place to help save project costs and add in the construction schedule.



5.1 Individual Review | 5.1.2 Proposed Project Team and Functions

5.1.2.1 Organization Chart

The organizational chart outlines clear lines of communication between disciplines with Bill Row serving as your primary Point-of-Contact. Our Atlanta office has had extensive experience working with DCSD. **While your core team will serve you from beginning to end, BRPH has a depth of experience having served over 70 education clients around the nation.** We'll use the challenges and lessons learned that those school districts have faced to provide your project elevated, efficient design solutions. Please find our team resumes on the following pages.



The Right Expertise

5.1.2.2 Staff Functions

The team we assembled has worked on educational continuing services, new facilities, renovation and addition projects. We bring comprehensive knowledge and expertise to your projects no matter the size or scope. And with an in-house team of architects and engineers available as additional resources, we have the capacity to meet all of your needs.

Bill Row, PE - Principal-in-Charge, Project Manager | BRPH: As Project Manager and Primary Point of Contact, Bill will be responsible for coordinating and managing the entire team and ensuring that the schedule and budget stay on track. Bill has knowledge of the school district and community that will assist the level of efficiency with the design team. Bill knows the impact your schools have on students and the greater support community.

Eric Wilson, AIA, NCARB - Design Architect | BRPH: Eric will play an integral part in the overall programming and design of each project. As Design Architect, he will lead the production team during the design phases, providing the necessary technical oversight and expertise for the staff. He will work closely with Bill to meet all DCSD program criteria and standards. He will also work closely with the Architectural Designers to ensure their high project standards are implemented by the team.

Monica Dragalina and Alexandra Watson-Lister - Architectural Designers | BRPH: Monica and Alexandra will be responsible for the production and assisting Eric in the assembly of drawing sets for submittal. They will also assist with Construction Administration oversight for this project.

Jeanne Jackson, PE - Mechanical Engineer | BRPH:

Jeanne will serve as the mechanical and plumbing engineer of record, and will oversee all aspects of mechanical systems design, including the HVAC, plumbing and fire protection systems. She will be the day-to-day contact throughout the project, from design through construction. Jeanne will work closely with the Mechanical Designers, and will be responsible for systems design.

Frank Caputo and Gabriel Cline - Mechanical/Plumbing Designers | BRPH: Frank and Gabriel will serve as the Mechanical Designers, working closely with Jeanne on Mechanical and Plumbing design. They will primarily be responsible for the design of any mechanical or plumbing systems, with oversight from Jeanne.

Nick Migliaccio, PE - Electrical Engineer-of-Record | BRPH: Nick will oversee the Electrical Engineering team. He will assist with all electrical design efforts and ensure compliance with all codes and requirements. During construction, he will interact with the construction contractor to provide design support as needed.

Will Lawton, PE, LEED AP - Electrical Engineer | BRPH: Will will serve as an Electrical Engineer, handling all aspects of electrical system design from power (incoming service and building electrical distribution), lighting and low-voltage systems.

Tim Moore, LEED AP - Electrical Designer | BRPH: Tim is well-versed in the requirements of the National Electrical Code (NFPA 70), Life Safety Code (NFPA 101), National Fire Alarm Code (NFPA 72), and the latest energy conservation codes.

5.1 Individual Review | 5.1.2 Proposed Project Team and Functions

Jay Dougherty - Cost Estimator | BRPH Construction

Services: Jay is in constant communication with the construction industry. His ability to manage and mitigate project cost issues enables him to help the BRPH team keep our projects focused and within budget. Jay is able to help the Project Manager keep the project relevant even considering supply chain issues and equipment cost changes.

Juan Hernandez - Senior Planner/Scheduler |

BRPH Construction Services: Juan has an extensive background in school planning and scheduling. His ability to coordinate and flush out an entire school program and keep it relevant as requirements change is why he will be an integral part of our overall process. Real-time scheduling is more necessary now than ever as we help the owner deliver a solid project on time.

Subconsultants

We are pleased to include several subconsultants on our team. BRPH exerts strong efforts to work with businesses that demonstrate similar goals (client satisfaction, repeat business, technical competence, and innovative thinking) as ours, and use them whenever possible on our projects. These firms include:

John Hutton, PE, SE - Structural Engineer |

Uzun+Case: John will serve as lead structural engineer. His primary responsibility is the design oversight and management of all structural consulting services. John has provided design services to DCSD for years on numerous projects.

Matt Tanner, PE - Civil Engineer | Breedlove Land

Planning: Matt will serve as the Civil Engineer and will oversee all site engineering aspects of the project. He will oversee all stormwater management and regulatory permitting for the project where needed. Matt has extensive project experience in working with DCSD. He's familiar with the county's development code and requirements for site improvements.

Katie Pothier, PE and Jarrod Cherwinski, PE- Senior Fire Protection Engineers | Fisher Engineering:

Katie will primarily be responsible for overall fire protection engineering quality control. Jarrod will be responsible for fire protection engineering design and will be the day-to-day fire protection contact for any projects.

Kip Serfozo, FCSI, LEED ID&C AP, WELL AP -

Foodservice Consultant | Cini-Little: Kip will serve as the Foodservice Consultant. Kip is a proven leader in foodservice concept development and facility design. He offers his operational and strategic management background, combined with his design savvy and understanding of customer experience, to create effective and efficient design solutions. Accredited professionally in both LEED and WELL building standards, Kip is an expert in integrating sustainable elements into high performing building and human element designs.

5.1.2.3 Brief Resumes

Please find brief resumes of the team on the following pages.



Bill Row, PE | Principal-in-Charge, Project Manager

Current Job Assignments: Dresden ES | HS Tech | Midvale ES | APS Transportation Facility | McClarin HS | Fayetteville ES | Benteen ES | Inman ES

Experienced as a project principal and civil engineer, Bill has 26 years working in the education market. As principal-in-charge, he will ensure all required resources available and properly assigned to the project, that the project is delivered on schedule and is the highest quality possible. **Bill's extensive experience working with school districts will ensure your needs are being met or exceeded and the highest quality design is delivered. He will be your primary point of contact for these projects.**

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Project Manager. This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafeteria, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Continuing Services Projects, Brevard County Public Schools, Brevard County, FL; Principal-in-Charge. BRPH was hired to provide HVAC commissioning, design criteria, architectural continuing services, school security and technology upgrades for various Brevard County school sites. BRPH MEP also assisted in the design/build team selection, design and construction phases of the projects at the school sites. *Size and Cost varies.*

Continuing Services Projects, Orange County Public Schools, Orlando, FL; Principal-in-Charge. BRPH has provided architectural and engineering services under continuing contracts since 1999 for renovations and upgrades to existing school facilities. BRPH is responsible for field investigation, design, and preparation of construction documents, as well as cost estimating and construction administration. *Size and Cost varies.*

Continuing Services Projects, Eastern Florida State College, Various Campuses; Principal-in-Charge. BRPH has provided architectural and engineering design services for numerous projects for Eastern Florida State College, as individual projects and as part of continuing services contracts, since early 1990. *Size and Cost varies.*

YEARS EXPERIENCE

26 Years with BRPH
26 Years in Industry

EDUCATION

Bachelor of Science, Civil Engineering, University of Central Florida

Associate of Science, Civil Engineering, Brevard Community College,

REGISTRATIONS

Professional Engineer: FL
10-Hour OSHA Training Course, Construction Safety & Health



Eric Wilson, AIA, NCARB | Project Architect

Current Job Assignments: Dresden ES | HS Tech | Midvale ES | APS Transportation Facility | McClarin HS | Fayetteville ES | Benteen ES | Inman ES

With more than 35 years of professional architectural design experience, Eric specializes in architectural design leadership, project management and client development. His vast portfolio includes management and design for a wide array of projects with a focus on hospitality and guest experience centers. Eric's experience includes hotels and resorts, convention centers, restaurants, condominiums and senior living facilities.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Project Architect. This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafeteria, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Midvale Elementary School Renovations & Additions, DeKalb County School District, Tucker, GA; Project Architect. The initial project scope focused on ADA improvements. Further discussions lead to an increase in project scope including a complete overhaul of the mechanical system and new roof. *60,800 SF Renovation, 1,200 SF Addition, \$4.05M*

High School of Technology South Campus Renovations, DeKalb County School District, Decatur, GA; Project Architect. The main project scope focused on a full HVAC replacement and associated improvements. Additional work includes updates to building life safety systems. A new internal elevator is planned, as well as various other ADA improvements within the facility. *47,500 SF, \$2.7M*

Northwest Transportation Center, Atlanta Public Schools, Atlanta, GA; Project Architect. This is a transportation and maintenance facility including three service center bays, four fueling stations and operations building. Security, landscaping, lighting and overall site design are additional components to be included on the 10.4 acres. Stella is the acting as Senior Architect & Assistant Project Manager during all phase of design and construction. *6,500 SF operations building, 6,000 SF four-bay service center, four-bay fueling station and a fuel storage system, \$8M*

YEARS EXPERIENCE

<1 Year with BRPH
35 Years in Industry

EDUCATION

Bachelor of Architecture, University of Tennessee, Knoxville

REGISTRATIONS

Registered Architect: GA, AL, NC
American Institute of Architects (AIA)
National Council of Architectural Registration Boards (NCARB)





Monica Dragalina | Architectural Designer

Current Job Assignments: Dresden ES | HS Tech | Midvale ES | APS Transportation Facility | Inman ES

With more than 17 years of experience, Monica is proficient in using Building Information Modeling (BIM) as a design tool for spatial manipulation through the use of Revit and AutoCAD as well as experience in programming and design. Monica brings valuable insight into developing educational environments that will meet your needs.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Architectural Designer.

This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafetorium, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Midvale Elementary School Renovations & Additions, DeKalb County School District, Tucker, GA; Architectural Designer. The initial project scope focused on ADA improvements. Further discussions lead to an increase in project scope including a complete overhaul of the mechanical system and new roof. *60,800 SF Renovation, 1,200 SF Addition, \$4.05M*

High School of Technology South Campus Renovations, DeKalb County School District, Decatur, GA; Architectural Designer. The main project scope focused on a full HVAC replacement and associated improvements. Additional work includes updates to building life safety systems. A new internal elevator is planned, as well as various other ADA improvements within the facility. *47,500 SF, \$2.7M*

Northwest Transportation Center, Atlanta Public Schools, Atlanta, GA; Architectural Designer. This is a transportation and maintenance facility including three service center bays, four fueling stations and operations building. Security, landscaping, lighting and overall site design are additional components to be included on the 10.4 acres. Stella is the acting as Senior Architect & Assistant Project Manager during all phase of design and construction. *6,500 SF operations building, 6,000 SF four-bay service center, four-bay fueling station and a fuel storage system, \$8M*

YEARS EXPERIENCE

1 Year with BRPH
17 Years in Industry

EDUCATION

Master of Architecture, Florida International University
Bachelor of Science, Applied Electronics Engineering, Polytechnics University of Bucharest

REGISTRATIONS

Autodesk Revit Architecture Certificate
Autodesk Revit Architecture Families Certificate
Autodesk Revit Construction Documents Certificate
Procore Certification Architect



Alexandra Watson-Lister | Architectural Designer

Current Job Assignments: Dresden ES | Midvale ES | McClarin HS | Benteen ES | Fayetteville ES

Alexandra is detail-oriented and resourceful, and possesses strong technical, communication, an organizational skills and always provides superior customer service to the clients. With experience obtained as a designer, Alexandra has stayed committed to her work and strives to always ensure the clients get the best quality of service and all deadlines are met. In addition, she also has become knowledgeable and skilled in design and construction documentation, programming and analysis, and construction administration.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Architectural Designer.

This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafetorium, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Midvale Elementary School Renovations & Additions, DeKalb County School District, Tucker, GA; Architectural Designer. The initial project scope focused on ADA improvements. Further discussions lead to an increase in project scope including a complete overhaul of the mechanical system and new roof. *60,800 SF Renovation, 1,200 SF Addition, \$4.05M*

Oglethorpe Elementary School, Atlanta Public Schools, Atlanta, GA; Architectural Designer. Oglethorpe Elementary School currently serves as the North Metro Program facility. Originally constructed as a single story facility in the early 1960's, the campus has been expanded and renovated several times. New HVAC and supporting work is proposed for the various parts of the single story wing and two-story wing of the facility. *49,400 SF, \$5.4M*

YEARS EXPERIENCE

<1 Year with BRPH
3 Years in Industry

EDUCATION

Bachelor of Science, Architectural Studies, Florida Agricultural and Mechanical University, Tallahassee, FL
Masters, Architecture 1st Professional, Georgia Institute of Technology, Atlanta, GA





Jeanne Jackson, PE | Mechanical Engineer

Current Job Assignments incl.: Dresden ES | Gateway HS | Forest Lake ES | Timbercrest ES

Jeanne is a professional mechanical engineer specializing in innovative technology solutions, energy modeling and sustainable design. Her experience includes the design of state-of-the-art mechanical systems for LEED rated buildings. Jeanne has been designing educational facilities for 12 years and thoroughly understands their unique requirements.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Mechanical Engineer.

This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafeteria, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Mechanical Engineer.

This project is an extensive renovation and replacement project to include the continual advancement of high performing building design elements to ensure that students have highly functional, safe and secure, and future-forward educational environment in which to thrive. *278,000 SF, \$78M (est.)*

Mims Elementary School Cafeteria Remodel, Brevard Public Schools, Mims, FL; Mechanical Engineer.

Brevard Public Schools planned to create a new freestanding cafeteria building capable of increasing capacity from 450 student stations to 750 student stations. The new building is also to serve as an EHPA, with a permanent generator, domestic water storage tank, and ICC-500 tornado windows. *14,000 SF, Cost TBD*

Pierson Elementary School, Volusia County School District, Pierson, FL; Mechanical Engineer.

This new facility includes a main school building consisting of a one-story administration area, one-and-a-half story Media Center, and a two-story classroom wing. The future-ready learning environment connects to the community and its culture as the "fern capital of the world," utilizing a bright, nature-inspired color and design palette. *91,000 SF, Cost \$18.5M*

YEARS EXPERIENCE

15 Years with BRPH
17 Years in Industry

EDUCATION

Bachelor of Science, Mechanical Engineering, Florida State University

REGISTRATIONS

Professional Engineer: AL, FL, NC
Construction Quality Management for Contractors, U.S. Army Corps of Engineers (USACE)



Frank Caputo | Senior Mechanical Designer

Current Job Assignments incl.: Dresden ES | Gateway HS | Forest Lake ES | Timbercrest ES

Frank is a Sr. Mechanical Designer and has worked on numerous education, corporate, federal, commercial, aviation and manufacturing projects. He has excellent skills with documenting existing conditions and working closely with the engineers to find optimal phasing solutions for complex renovation projects.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Senior Mechanical Designer.

This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafeteria, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Continuing Services Projects, Volusia County School District, Volusia County, FL; Sr. Mechanical Designer.

BRPH has provided a variety of design services, including structural, mechanical, plumbing, and electrical modifications for the School Board of Volusia County since 1994. *Size and Cost varies.*

Mims Elementary School Cafeteria Remodel, Brevard Public Schools, Mims, FL; Sr. Mechanical Designer.

Brevard Public Schools planned to create a new freestanding cafeteria building capable of increasing capacity from 450 student stations to 750 student stations. The new building is also to serve as an EHPA, with a permanent generator, domestic water storage tank, and ICC-500 tornado windows. *14,000 SF, Cost TBD*

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Sr. Mechanical Designer.

This project is an extensive renovation and replacement project to include the continual advancement of high performing building design elements to ensure that students have highly functional, safe and secure, and future-forward educational environment in which to thrive. *278,000 SF, \$78M (est.)*

YEARS EXPERIENCE

13 Years with BRPH
22 Years in Industry

EDUCATION

Computer Aided Design (CAD)NA,
Computer Aided Design (CAD),
Keiser University





Gabriel Cline | Plumbing Designer

Current Job Assignments incl.: Dresden ES | Confidential Client - I Launch Hardware | Confidential Entertainment Projects (2) | United Airlines Flight Training Expansion

Gabriel is proficient in facility plumbing and fire protection design, multidisciplinary cost estimation and 3D modeling. He is determined in surpassing his goals and providing quality performance. Gabriel is a firm believer in teamwork and he strives to create strong relationships with others.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Plumbing Designer. This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafetorium, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Flight Training Center Expansion, United Airlines, Denver, CO; Plumbing Designer. The four-story, hands-on simulation and classroom facility will operate around the clock at United's 23-acre Central Park campus to support the extensive growth of the airline's pilot workforce. The new facility is designed to house 12 full flight simulators and six flight training devices to be used by pilots for initial and recurrent flight training. *Four-story expansion, \$100M.*

BOOM Supersonic Factory, Piedmont Triad International Airport, Greensboro, NC; Plumbing Designer. The initial phase of the project consists of a four-station single line FAL, apron with access to taxiway, and adequate parking. The Overture Superfactory will be a state-of-the-art manufacturing facility, including the final assembly line, test facility, and customer delivery center for the Overture supersonic airliner. *400,000 SF, Cost TBD*

4500 LEEDS Repositioning Design, LRC Properties, North Charleston, SC; Plumbing Designer. BRPH provided architecture, interior design and MEP engineering services to reposition a multi-tenant industrial facility originally built in the 1960's for helicopter manufacturing. The building consists of 650,000 SF manufacturing/industrial space and 100,000 SF of office. The renovations include extensive site, exterior, and interior renovations. Exterior renovations include modernization of facade, new public and employee entrances, new signage, approach and parking. *750,000 SF, Cost \$15M (est.)*

YEARS EXPERIENCE

2 Years with BRPH
6 Years in Industry

EDUCATION

Associate of Science, Drafting & Design Technology, Eastern Florida State College

CERTIFICATIONS

Drafting College Credit Certificate (DACC)

AutoCAD Foundations College Credit Certificate (AFCC)



Nick Migliaccio, PE | Electrical Engineer of Record

Current Job Assignments incl.: Dresden ES | Confidential Client - EPF Operational and Processing Enhancements Design

Nick is a detail-oriented and client-focused Group Leader, Electrical Engineer who enjoys applying empathy and technical skills to assist others inside and outside the organization for a wide range of project types. Nick has extensive experience in electrical engineering and design. He is experienced in AutoCAD, Revit, AGI/Visual, SKM and other software.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Senior Electrical Engineer. This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafetorium, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

*** Gwinnett Medical Office Building (MOB), Northside Hospital Gwinnett, Lawrenceville, GA; Lead Electrical Engineer** for new, 150,000-SF, 5-story MOB. Included design of tenants such as 20,000-SF medical imaging center and 30,000-SF hospital-based outpatient surgery center, and all core and shell spaces. Designed two separate electrical services split between owner operated tenants and third-party tenants. Calculated and specified a generator for egress lighting and elevator standby, and a separate second generator for life safety, critical and required standby power for the surgery center. Designed power, fire alarm, and lighting. *Size: 150K SF; Cost: \$5M (est. electrical); 2022_2023*

*** Halcyon Building 1200, RocaPoint Partners, Alpharetta, GA; Electrical Staff Engineer** for 4-story, 104,000-SF multi-tenant building shell, retail/office on ground and office above. Part of 135-acre mixed-use development, with shared design standards. Single utility service with owner submetering for tenants leasing entire floors. Designed lighting, power and fire alarm. *Size: 104K SF; Cost: \$10M (est.); 2018_2019*

** Work performed prior to BRPH*

YEARS EXPERIENCE

<1 Year at BRPH
5 Years in Industry

EDUCATION

Bachelor of Science, Electrical Engineering, Georgia Institute of Technology, Atlanta, GA

REGISTRATIONS

Professional Engineer: GA, AL, AR, FL, MS, TN





Will Lawton, PE, LEED AP | Senior Electrical Engineer

Current Job Assignments incl.: Dresden ES | MVE Manufacturing Facility Expansion
| BNI-VSFB Launch Facility

Will has extensive experience managing and designing power, lighting and special systems for a variety of projects, including industrial, commercial, educational, healthcare and residential facilities, as well as optimizing system efficiency via maintenance, modifications and monitoring programs. He has performed fault current, breaker coordination, and arc flash studies and produced arc flash labels for electrical equipment. He also has designed interior power distribution and emergency power generation systems.

YEARS EXPERIENCE

9 Years with BRPH
20 Years in Industry

EDUCATION

Bachelor of Science, Electrical
Engineering, Clemson University

REGISTRATIONS

Professional Engineer: GA, AL, FL,
IN, NC, SC
LEED Accredited Professional

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Senior Electrical Engineer.

This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafeteria, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

East Forsyth High School, Forsyth County Schools, Cumming, GA; Electrical Engineer. BRPH has worked with Forsyth County Schools for more than 15 years, assisting the District with planning and designing all of their high schools. East High School is a 390,000 SF two-story building including an 850-seat cafeteria and 2,600-seat gymnasium, media center and athletic facilities. Stella has been involved in overseeing construction of this unique & important educational facility. *390,000 SF, \$85M*

Stilwell Performing Arts Magnet High School, Clayton County Public Schools, Jonesboro, GA; Electrical Engineer. This new facility offers a rigorous and diverse curriculum in both visual and performing arts which include band, orchestra, choral, dance, drama, 2D and 3D art as well as traditional classes required by the Georgia Department of Education standards. *122,700 SF, \$20M*

Gulfstream Y2, Gulfstream Aerospace Corporation, Savannah, GA; Electrical Engineer. As part of a design/build team, BRPH provided architectural and engineering services for a new, 107,000-SF expansion to the existing Initial Manufacturing Aviation Facility. The facility includes over 100,000 SF of manufacturing floor space and support infrastructure. *1,200,000 SF (total project), \$180M*



Tim Moore, LEED AP | Electrical Designer

Current Job Assignments incl.: Dresden ES | Kissimmee ES Kitchen Renovation | Continental
Tire Factory – Chemical Bay Expansion | MVE Manufacturing Facility Expansion

Tim's multidisciplinary academic background and experience as an electrical contractor have provided him with a unique ability to ensure completely coordinated MEP designs. He has designed electrical power distribution, life safety, and lighting systems for educational facilities, retail shopping centers, medical office buildings, and more.

RELEVANT EXPERIENCE

Dresden Elementary School, DeKalb County School District, Chamblee, GA; Electrical Designer. This project is a 120,000-SF full replacement school that includes classrooms, a media center, fine arts areas, a kitchen, cafeteria, gymnasium, special education classrooms, administrative offices and building support spaces to replace the existing outdated facility for approximately 900 students. *Size and Cost TBD*

Denmark High School, Forsyth County Schools, Alpharetta, GA; Electrical Designer. This third-generation prototype has been implemented numerous times by utilizing a kit of interchangeable parts organized around a central spine which allows the prototype to be customized to adapt to site configuration, student station count, or specialty program focuses as required. *278,000 SF, \$75M*

East Forsyth High School, Forsyth County Schools, Cumming, GA; Electrical Designer. BRPH has worked with Forsyth County Schools for more than 15 years, assisting the District with planning and designing all of their high schools. East High School is a 390,000 SF two-story building including an 850-seat cafeteria and 2,600-seat gymnasium, media center and athletic facilities. Stella has been involved in overseeing construction of this unique & important educational facility. *390,000 SF, \$85M*

Gulfstream Y2, Gulfstream Aerospace Corporation, Savannah, GA; Electrical Designer. As part of a design/build team, BRPH provided architectural and engineering services for a new, 107,000-SF expansion to the existing Initial Manufacturing Aviation Facility. The facility includes over 100,000 SF of manufacturing floor space and support infrastructure. *1,200,000 SF (total project), \$180M*

YEARS EXPERIENCE

7 Years with BRPH
35 Years in Industry

EDUCATION

Bachelor of Science, Mechanical
Engineering Technology,
Southern Polytechnic State
University
Associate of Science, Physics,
Macon State College

REGISTRATIONS

Registered Electrical Contractor:
GA
LEED Accredited Professional





Jay Dougherty | Cost Estimator

Current Job Assignments incl.: APS Transportation Facility | Continental Tire Factory – Chemical Bay Expansion | Amazon Kuiper

Jay is a senior-level construction management professional with 33 years of experience in construction estimating, operations, project management, scheduling and planning for commercial contractors, consultants, and world-class themed entertainment companies. He is recognized for expertise in cost controls, budget planning, proposal development, change order management, quality assurance, personnel training and development with strong academic background.

YEARS EXPERIENCE

2 Years with BRPH
33 Years in Industry

EDUCATION

Master of Science, Building
Construction Management,
Purdue University

Bachelor of Science, Building
Construction Management,
Everglades University

REGISTRATIONS

OSHA 10- and 30-Hour Safety
Certifications

RELEVANT EXPERIENCE

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Cost Estimator.

This project is an extensive renovation and replacement project to include the continual advancement of high performing building design elements an ensure that students have highly functional, safe and secure, and future-forward educational environment in which to thrive. *278,000 SF, \$78M (est.)*

Northwest Transportation Center, Atlanta Public Schools, Atlanta, GA; Cost Estimator. This is a transportation and maintenance facility including three service center bays, four fueling stations and operations building. Security, landscaping, lighting and overall site design are additional components to be included on the 10.4 acres. Stella is the acting as Senior Architect & Assistant Project Manager during all phase of design and construction. *6,500 SF operations building, 6,000 SF four-bay service center, four-bay fueling station and a fuel storage system, \$8M*

Mims Elementary School Cafeteria Remodel, Brevard Public Schools, Mims, FL; Cost Estimator. Brevard Public Schools planned to create a new freestanding cafetorium building capable of increasing capacity from 450 student stations to 750 student stations. The new building is also to serve as an EHPA, with a permanent generator, domestic water storage tank, and ICC-500 tornado windows. *14,000 SF, Cost TBD.*



Jaun Hernandez, PSP | Senior Planner/Scheduler

Current Job Assignments: Northlake Park ES | BNI-VSEB Launch Facility | MVE Biological | L3Harris Security Improvements | Amazon Kuiper | KSAT SDA T1TL

Juan will be in charge of scheduling for our team. He is experienced in project controls, schedule management, and document controls for new and replacement/renovation projects with budgets up to \$100 million. He bases schedules on estimated cost, resources and deliverable requirements. He updates schedules emphasizing progress and earned value reporting to comply with project specs and progress.

RELEVANT EXPERIENCE

Gateway High School Comprehensive, School District of Osceola County, Kissimmee, FL; Scheduler. This project is an extensive renovation and replacement project to include the continual advancement of high performing building design elements an ensure that students have highly functional, safe and secure, and future-forward educational environment in which to thrive. *278,000 SF, \$78M (est.)*

Washington Elementary School Modernization, School Board of Palm Beach County, Riviera Beach, FL; Scheduler. As their existing 1965 facilities were antiquated and in desperate need of repair and upgrade, the School District called upon BRPH to guide their very complex facility renewal project. In order to meet the limitations imposed by the State's costs per student station in a relatively small school (500 student stations), BRPH understood the need to creatively develop design options which cohesively blended new construction with extensively renovated existing buildings. *91,000 SF, \$18M*

Lake Howell High School Renovation & Addition, Seminole County Public Schools, Winter Park, FL; Scheduler. The scope for this project includes the demolition of three existing buildings to be replaced with a new two-story math and science classroom building, the addition of a new gymnasium and support spaces, and a new state-of-the-art auditorium to support the Performing Arts programs. *120,000 SF, Cost TBD.*

YEARS EXPERIENCE

8 Years with BRPH
20 Years in Industry

EDUCATION

Bachelor of Science,
Construction Management,
Florida International University

REGISTRATIONS/

CERTIFICATIONS

Planning and Scheduling
Professional (PSP)
AACE International,



◇ John Hutton, PE, SE | Structural Principal-In-Charge - Uzun+Case, LLC

Current Job Assignments incl: Dresden ES | Woodstock HS Addition | Whitefield Academy Learning Commons

Years with Firm | Industry
19 | 42

Education
BS, Civil Engineering, Duke University

BS, Mechanical Engineering & Material Science, Duke University

Registrations
Professional Engineer: GA, CA, TN, OR, OK, KY, NH

Structural Engineer: GA, AZ, CA, IL, NV, OR, UT, WA



John has more than 40 years of experience in the structural design of commercial, Institutional, and Industrial structures. He is an earthquake engineering expert, having designed high-rise buildings in seismically active regions of the US West Coast and the Caribbean. John is active on national code committees regarding special inspections, wind engineering and storm shelter design.

RELEVANT EXPERIENCE

- * Dresden Elementary School, DeKalb County School District, Chamblee, GA. *Size and Cost TBD*
- Arabia Mountain High School, DeKalb County School District, Lithonia, GA. *240,000SF, \$37M*
- Chamblee High School Addition, DeKalb County School District, Chamblee, GA. *287,000SF, \$58M*
- Druid Hills High School Expansion, DeKalb County School District, Atlanta, GA. *34,000SF, \$15.5M*
- Maynard Jackson High School Renovation & Addition, Atlanta Public Schools, Atlanta, GA. *280,000SF, \$45M*
- Benjamin E. Mays High School Renovation, Atlanta Public Schools, Atlanta, GA. *360,000SF, \$32M*
- * Oglethorpe & Benteen Elementary School, Atlanta Public Schools, Atlanta

* Project with BRPH

◇ Matt Tanner, PE, ASCE, AEES, LEED AP | Civil Engineer - Breedlove Land Planning

Current Job Assignments incl: Dresden ES | Newton County Turf Conversions | Archer MS | Clarke MS | UGA Various Projects

Years with Firm | Industry
23 | 23

Education
BS, Agricultural Engineering, University of Georgia

Registrations/Certifications
Professional Engineer: GA
GSWCC Level II Certified Design Professional
LEED Accredited Professional



Matt 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. Matt's diverse project experience has included preliminary site design, construction documents, hydrology studies, permitting, construction administration, and site inspections.

RELEVANT EXPERIENCE

- Elementary School Prototype Facilities, DeKalb County School District, Various Locations, *159,000 SF, \$25M*
 - 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
- Dunwoody High School Addition & Modifications, DeKalb County School District, DeKalb County, GA, Principal Civil Engineer, *Unknown SF, \$13 Million*
- Tucker High School Turf Conversion, DeKalb County School District, DeKalb County, GA, Principal Civil Engineer, *Unknown SF & Dollar Value*
- Martin Luther King Jr. High School Renovation & Additions, DeKalb County School District, DeKalb County, GA, Principal Civil Engineer, *70,000 SF, \$11 Million*



◇ Katherine A. Pothier, PE | Senior Fire Protection Engineer - Fisher Engineering

Current Job Assignments incl: Gateway HS | MTSU Student Athlete Performance Center | USDA-UofK FAPL Facility | Douglasville GA New City Hall Consulting + dozens more

Years with Firm | Industry
15 | 18

Education
MS, Fire Protection
Engineering, Worcester
Polytechnic Institute

BS, Mechanical Engineering,
Illinois Institute of Technology

Registrations/Certifications
Fire Protection Engineer: GA,
AK, AL, CA, FL
Member, NFPA
Member SFPE

Technical Committee Member,
NFPA 72 & NFPA 101



With almost two decades of experience in the field of fire protection engineering, Katie has extensive knowledge and expertise in the design, inspection, and analysis of fire protection systems, interpretation and enforcement of fire codes, life safety/building code surveys, and fire hazard analysis. She has been the fire protection engineer for projects related to K-12 education, higher education, housing, office buildings and similar.

RELEVANT EXPERIENCE

- * Beachside Elementary School, Volusia County SD, Ormond Beach, FL. *92,000 SF, \$24M*
- * Gateway High School, School District of Osceola County, Kissimmee, FL. *278,000 SF, \$78M*
- * Mims Elementary School Cafetorium, Brevard Public Schools, Mims, FL. *14,000 SF, Cost TBD*
- School of Business (Sirriner Hall), Clemson University, Clemson, SC. *SF and Cost unknown*
- Indoor Football Practice Facility, Clemson University, Clemson, SC. *SF and Cost unknown*
- Replace Fire Alarm System, Center and 4th Street Apartments, Georgia Institute of Technology, Atlanta, GA. *SF and Cost unknown*
- Hayden Library Renovation, Arizona State University, Tempe, AZ. *SF and Cost unknown*
- Ardrey Auditorium Renovation, Northern Arizona University, Flagstaff, AZ. *SF and Cost unknown*

◇ Jarrod Cherwinski, PE | Senior Fire Protection Engineer - Fisher Engineering

Current Job Assignments incl: Dresden ES | SHL Medical-Cresa New Manufacturing Tenant Improvement Build-Out | Project Darigold V01-1 | Henry County GA Storage Facility + dozens more

Years with Firm | Industry
3 | 22

Education
MS, Fire Protection
Engineering,
Worcester Polytechnic Institute

BS, Mechanical Engineering,
Michigan Technological
University

Registrations/Certifications
Fire Protection Engineer: ID, IL,
MI, TN
Member, SFPE



With over 20 years of experience in the field of fire protection engineering, Jarrod has extensive knowledge and expertise in the design, inspection and analysis of fire protection systems, interpretation and enforcement of fire codes, life safety/building code surveys for commercial, industrial, aviation, and power generating facilities.

RELEVANT EXPERIENCE

- * Dresden Elementary School, DeKalb County School District, Chamblee, GA. *Size and Cost TBD*
- Canton Charter Academy, Canton, MI. *50,000 SF, Cost unknown*
- Forsyth Academy, Winston Salem, NC. *30,000 SF, Cost unknown*
- Army Reserve Center, Birmingham, AL. *71,200 SF, Cost unknown*
- Building Fire Protection Facility Assessments, US General Services Administration. *Size and Cost varies*
- Michigan Central Station Ford Motor Company, MI. *Size and Cost unknown*
- DTW Vehicular Tunnels – Fire Protection and Life Safety Inspections, MI. *Size and Cost unknown*

* Project with BRPH



◆ Kip Serfozo, FCSI, LEED AP, WELL AP | Foodservice Consultant - Cini-Little

Current Job Assignments: Kip is the Project Executive on all Workload projects listed on page 33

Years with Firm | Industry
12 | 35+

Education
MS and BS, Restaurant, Hotel & Institutional Management, Purdue University

Certifications/Associations
Certificate | LEED AP ID+C, U.S. Green Building Council
Certificate | WELL AP, WELL Building Standard, Green Building Certification Institute
Foodservice Consultants Society International, Professional Member, Incoming Chair, CPSTA
Green Building Certification Institute
U.S. Green Building Council

Kip is a proven leader in foodservice concept development and facility design. He offers his operational and strategic management background, combined with his design savvy and understanding of customer experience, to create effective and efficient design solutions. Accredited professionally in both LEED and WELL building standards, Kip is an expert in integrating sustainable elements into high performing building and human element designs.

RELEVANT EXPERIENCE

- * Dresden Elementary School, DeKalb County School District, Chamblee, GA. *Size and Cost TBD*
- ♦ Tucker High School, Dekalb County School District, Tucker, GA
- * Oglethorpe North Metro Elementary School Kitchen Equipment Replacement, Atlanta Public Schools, Atlanta, GA. *2,000 SF and cost TBD*
- ♦ Chamblee Charter High School, Chamblee, GA
- ♦ Lambert High School, Forsyth County School District, Suwanee, GA
- Middle College @ McClarin High School, Fulton County School District, College Park, GA. *2,200 SF Foodservice Design Area, \$20.5M*
- ♦ Lovett School, Atlanta, Ga

cinilittle.

* Project with BRPH



BRPH

DEKALB COUNTY SCHOOL DISTRICT | Professional Architectural and Engineering Services ◆

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5.1 Individual Review | 5.1.3 Workload

Available and Ready to Get to Work

BRPH has the capacity to support DeKalb County on the new Dresden Elementary School project. We commit that the key personnel presented in this submittal will execute the project and will be available to meet the desired schedule.

We are confident we have the resources and capacity to meet the needs of DeKalb County School District on this and any other project. The following chart outlines our current projected workload:

 BRPH	BRPH Education Project/Client	Phase	Estimated Completion	Dollars Committed
	Dresden Elementary School, <i>DeKalb County School District</i>	Design	2026 (est.)	\$1,400,000
	High School of Technology and Midvale Elementary School <i>DeKalb County School District</i>	Construction Administration	2024	\$100,000
	Northwest Bus Transportation Facility, <i>Atlanta Public Schools</i>	Construction Administration	2024	\$220,000
	McClarin High School Renovations, <i>Fulton County Schools</i>	Construction Administration	2024	\$200,000
	Benteen Elementary School, <i>Atlanta Public Schools</i>	Construction Administration	2024	\$120,000
	Various Reroofs, <i>Fulton County Schools</i>	Design	2024	\$40,000
	Inman Elementary School, <i>Fayette County School District</i>	Construction Administration	2024	\$60,000

 Uzun + Case	Uzun + Case Education Project/Client	Phase	Estimated Completion	Dollars Committed
	Dresden Elementary School, <i>DeKalb County School District</i>	Design	2026 (est.)	\$196,200
	Creekview HS Addition, <i>Cherokee County School District</i>	Construction Administration	2024	\$30,833
	Creeklane MS Addition, <i>Cherokee County School District</i>	Construction Administration	2024	\$18,333
	Woodstock High School Addition, <i>Cherokee County School District</i>	Construction Documents	2024	\$17,900
	Georgia Tech DM Smith Renewal, <i>Georgia Institute of Technology / BOR</i>	Bidding/Permit/GMP	2024	\$30,000
	Whitefield Academy Learning Commons, <i>Whitefield Academy</i>	Design Development	2025	\$146,500
	Weber Athletic Complex, <i>The Weber School</i>	Construction Administration	2024	\$6,115
	Fulton Street Parking Deck, <i>Georgia State University</i>	Construction Administration	2024	\$2,500
	C.L. Lewis Elementary School, <i>Fulton County Schools</i>	Construction Documents	2024	\$55,000
	Interdisciplinary STEM Building, <i>Kennesaw State University</i>	GMP Documents	2025	\$135,900



5.1 Individual Review | 5.1.3 Workload

 Breedlove Land Planning Project/Client	Phase	Estimated Completion	Dollars Committed
Dresden Elementary School Replacement	Design	2026 (est.)	\$110,000
UGA West Dining Hall	Schematic Design	2024	\$120,000
UGA First Year Residence Hall	Schematic Design	2024	\$180,000
UGA Park & Ride Phase 5	Schematic Design	2024	\$45,000
UGA Track & Field	Schematic Design	2024	\$45,000
Newton County Turf Conversions	Schematic Design	2024	\$75,000
Archer Middle School	Construction Administration	2025	\$40,000
Clarke Middle School	Construction Administration	2025	\$40,000

 Fisher Engineering Project/Client	Phase	Estimated Completion	Dollars Committed
Dresden Elementary School Replacement	Design	2026 (est.)	\$15,000
Gateway High School/Osceola County School District	Design and CA	2024	\$31,000
Student Athlete Performance Center/MTSU	Design	2024	\$14,750
ATW Pryor OK Tire Plant	SD, DD, CD	2024	\$110,000
Airbus A320 FAL and Canteen	Design and CA	2024	\$26,300
Continental Tire Manufacturing Facility	Design and CA	2024	\$26,800
NASA KSC Visitor Center Fire Alarm Replacement	Design	2024	\$43,400
Ft. Buchanan AST Barracks	Design and CA	2024	\$61,165
NPS KEWE Warehouse Rehabilitation	Design	2024	\$23,000
Eielson AFB Dining Facility Refresh	Design	2024	\$32,000

This is a select list out of hundreds of projects. A complete list can be provided upon request.

 Cini-Little Project/Client	Phase	Estimated Completion	Dollars Committed
19-00330	Bid/Construction Administration	2025	Confidential
19-0143A	Construction Administration	2025	Confidential
19-0150	Bid	2025	Confidential
24-00830	Construction Documents	2026	Confidential
24-00860	Varies	Varies	Confidential

In maintaining confidentiality, Cini-Little understands that this list may not be complete. However, they do believe strongly in their commitment to their clients and the agreements they have made with them. Their "Project Commitments" listed above are shown by Cini-Little project numbers to adhere to these signed agreements.

5.1 Individual Review | 5.1.4 Equitable Distribution

Valuing a Collaborative Approach in Providing Clients Effective Solutions

Currently, BRPH is overseeing the design work for Dresden Elementary School.

We are also finalizing the DeKalb High School of Technology and Midvale Elementary School renovation projects. These projects are in construction and will be completed this summer.



Lasting Partnerships and Working Relationships

5.1.6.1 Strategy to provide a positive working relationship with DCSD.

At BRPH, we strive to be a trusted advisor to our clients. In developing lasting relationships, we know that it starts with the service we provide you. Our priority is to ensure that the right staff are in place at all phases of the project. Our staff has proven success on several projects working in the past for DCSD.

It all begins with you. By considering your project needs, we strive to provide you the attention to service required for each of your projects. Starting with the current Facility Assessment Reports, we'll work to identify project priorities with all necessary stakeholders and address the campus needs. We'll endeavor to make sure budgets are adhered to and schedules are met. In the end, our culture of teamwork extends across the building disciplines to include our clients.

By providing you with innovative and cost-effective solutions, our goal is to not only be successful on the immediate project, but for all work that we're involved with together.

The following page includes letters from current clients with whom we have cultivated successful and long-lasting relationships.

From our ability provide educational facilities that meet your programmatic needs to working on complex phasing with unique site challenges, BRPH will bring agility, flexibility, and technical innovation to your projects, with major considerations impacting costs and schedule. We are ready and excited about this opportunity to continue our partnership with DCSD.

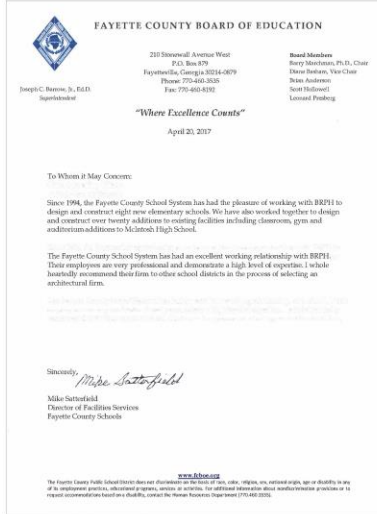


Henderson Middle School

5.1 Individual Review | 5.1.6 References

6 Since 1994, the Fayette County School System has had the pleasure of working with BRPH to design and construct eight new elementary schools... Their employees are very professional and demonstrate a high level of expertise.

—Mike Satterfield, Director of Facilities Services
Fayette County Schools



6 BRPH has utilized our previous instructional program and creatively adapted each [high school] version to address the various program delivery requirements while addressing 'lessons learned' from the most recent project to improve the overall design and constructability.

—Tim Amerson, Director of Facilities Planning
Forsyth County Schools



6 BRPH worked closely with Atlanta Public Schools staff and our Construction Managers to confirm that the designs met the APS needs, scope, and budget requirements.

—Jere J. Smith III, AIA, Director of Capital Improvements
Atlanta Public Schools





2727 Paces Ferry Road
Building 1, Suite 1800
Atlanta, GA 30339

MAIN 770-933-9242
FAX 770-933-9246
BRPH.com

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

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

Owner's Project Specific Information

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

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

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

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

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

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

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

Name of Architect/Engineer: BRPH Architects Engineers, Inc.

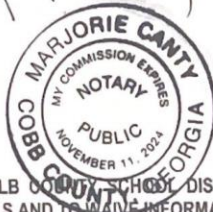
Signature: *Bill Row* Printed Name: Bill Row, PE

Title: Sr Vice President, CIO Date: January 31, 2024

Sworn to and subscribed before me this 31st day of January, 2024.

Notary Public: *Marjorie Canty* My commission expires: 11/11/2024

(SEAL)



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

ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF Florida
COUNTY OF Brevard

I, Robb Morrison, certify that I am the Secretary of the
corporation named as offeror in the foregoing proposal; that Bill Row, PE
who signed said proposal on behalf of the offeror was then Sr Vice President, CIO 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.

Robb T. Morrison

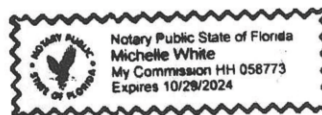
[signature]

Robb Morrison
[typed name]

Subscribed and sworn to
before me this 29th day of
January, 2024.

(SEAL)

Michelle White
Notary Public



My Commission Expires:
10/29/24

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,

BRPH Architects Engineers, Inc.

[legal name of Architect]

2727 Paces Ferry Road SE, Bldg 1, Ste 1800

Atlanta, GA 30339

[address of Architect]

321.288.0294

[telephone number of Architect]

brow@brph.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>320</u> per hour
Director:	\$ <u>270</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>250</u> per hour
Project Architect:	\$ <u>195</u> per hour
Project Manager:	\$ <u>195</u> per hour
Project Coordinator:	\$ <u>185</u> per hour
Interior Designer:	\$ <u>150</u> per hour
Project Captain:	\$ <u>N/A</u> per hour
Technical Staff:	\$ <u>130</u> per hour
Contract Administrator:	\$ <u>115</u> per hour
Clerical:	\$ <u>100</u> per hour

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 2 of 5

Estimator:	\$ 180 per hour
Scheduler:	\$ 110 per hour
Designer:	\$ 155 per hour
CADD:	\$ 105 per hour
Civil Engineer	\$ 235 per hour
Junior Civil Engineer	\$ 105 per hour
Civil Draftsman	\$ 70 per hour
Structural Engineer	\$ 235 per hour
Junior Structural Engineer	\$ 105 per hour
Structural Draftsman	\$ 70 per hour
Mechanical Engineer	\$ 235 per hour
Junior Mechanical Engineer	\$ 105 per hour
Mechanical Draftsman	\$ 70 per hour
Electrical Engineer	\$ 235 per hour
Junior Electrical Engineer	\$ 105 per hour
Electrical Draftsman	\$ 70 per hour
Fire Protection Engineer	\$ 200 per hour
Junior Fire Protection Engineer	\$ 180 per hour
Fire Protection Draftsman	\$ 160 per hour
FF&E Coordinator	\$ 80 per hour
Others as appropriate	\$ Varies 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>Bill Row</u>	<u>Project Manager, BRPH</u>
<u>Eric Wilson</u>	<u>Project Architect, BRPH</u>
<u>Monica Dragalina</u>	<u>Architectural Designer, BRPH</u>
<u>Alexandra Watson-Lister</u>	<u>Architectural Designer, BRPH</u>
<u>Jeanne Jackson</u>	<u>Mechanical Engineer-of-Record, BRPH</u>
<u>Frank Caputo</u>	<u>Senior Mechanical Designer, BRPH</u>
<u>Gabriel Cline</u>	<u>Plumbing Designer, BRPH</u>
<u>Nick Migliaccio</u>	<u>Electrical Engineer-of-Record, BRPH</u>
<u>Will Lawton</u>	<u>Senior Electrical Engineer, BRPH</u>
<u>Tim Moore</u>	<u>Electrical Designer, BRPH</u>
<u>Katie Pothier</u>	<u>Fire Protection Engineer, Fisher Engineering</u>

Civil:	<u>Breedlove Land Planning, Matt Tanner</u>
Structural:	<u>Uzun + Case, John Hutton</u>
Mechanical:	<u>BRPH, see above</u>
Plumbing:	<u>BRPH, see above</u>
Electrical:	<u>BRPH, see above</u>
Kitchen Consultant:	<u>cinilittle, Kip Serfozo</u>

- c.** The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
No. 1: 01/08/2024; No. 2: 01/12/2024; No. 3: 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**

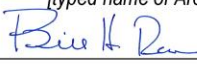
Page 4 of 5

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,

BRPH Architects Engineers, Inc.

[typed name of Architect]

By:  [seal]

[signature]

Bill Row, PE, Sr. VP, CIO

[typed name and title]

2727 Paces Ferry Road SE, Bldg 1, Ste 1800, Atlanta, GA 30339

[address of Architect]

(321) 288-0294

[business telephone number]

December 31, 2024

[date of execution]

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

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

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

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 5 of 5

(For Joint Venture Proposals)

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

Respectfully submitted **N/A** _____
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

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

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

STATE OF Georgia

COUNTY OF Cobb

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

appearing by and through Bill Row, PE, its Sr. Vice President, CIO
[insert name of individual with authority to bind Offeror] *[title]*

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

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

N/A

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

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

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

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

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

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

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

This 31st day of January, 2024

BRPH Architects Engineers, Inc.

[insert name of Offeror]

and

Bill Row, PE

[insert name of Individual And Representative Affiant]

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

Sr. Vice President, CIO

[insert title]

Individual Affiants' signatures and names:

x N/A

Name:

x

Name:

x

Name:

x

Name:

x

Name:

x

Name:

x

Name:

x

Name:

x

Name:

x

Name:

x

Name:

x

Name:

Sworn to and subscribed before me this 31 day of January, 2024.

Notary Public: Mary Condy My commission expires: 11/11/2024

(SEAL)



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Bill Row, PE am the (*Title*)
Sr. Vice President, CIO and I am the duly authorized
representative of the firm of (*Firm Name*) BRPH Architects Engineers, Inc.

(the "Firm") for purposes of this
Affidavit, whose address is (*Firm Address*) 2727 Paces Ferry Road SE, Bldg1, Ste 1800
Atlanta, GA, and I possess the legal authority to make this Affidavit on
behalf of myself and the Firm, as follows:

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

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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

EXCEPTIONS (*fully disclose and completely explain*)

Georgia

[Continued on Next Page]

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

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

Signature: Bill Row
Printed Name: Bill Row, PE
Firm Name: BRPH Architects Engineers, Inc.
Date: January 31, 2024

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

Personally known: ✓

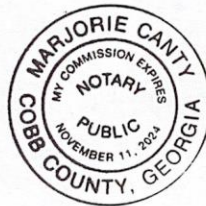
OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Georgia

My Commission Expires 11/11/2024

Affix Notary Seal Here:



ATTACHMENT F: CONSENT TO RELEASE INFORMATION

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

This 31st day of December, 2 Atlanta, GA 30.

BRPH Architects Engineers, Inc.

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

By: Bill Row

Printed name: Bill Row, PE

Printed Title: Sr. Vice President, CIO

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) BR (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) BR (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) BR (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,

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

RFQu No. 24-752-017

Page 2 of 2

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) **BRP** (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.

Brian H. Brown

Signature

January 31, 2024

Date

Georgia

8/13/2009

EEV/Basic Pilot Program
User Identification Number

Date of Authorization

Firm Name: Cobb

Street/Mailing Address: 2727 Paces Ferry Road SE, Bldg 1, Ste 1800

City, State, Zip Code: Atlanta, GA 30339

Telephone Number: 321-288-0294

Email Address: brow@BRPH.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31st DAY OF January, 2024

Marjorie Canty
Notary Public

My Commission Expires: 11/11/2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2023

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Sharon Brubaker PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): 770.756.6599 E-MAIL: greylingcerts@greyling.com ADDRESS: greylingcerts@greyling.com
INSURED BRPH Companies, Inc. 5700 North Harbor City Boulevard Suite 400 Melbourne FL 32940	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: American Guarantee & Liability Ins Co INSURER D: New Hampshire Insurance Company INSURER E: Berkley Assurance Company INSURER F:
BRPHCOM	NAIC # 19445 19489 26247 23841 39462

COVERAGES

CERTIFICATE NUMBER: 1509644593

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. JECT ☐ LOC ☐ OTHER:		GL4673881	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA2446820	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR		03135115	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 10,000,000
C	☒ EXCESS LIAB ☐ CLAIMS-MADE		AEC761134103	8/1/2023	8/1/2024	AGGREGATE \$ 10,000,000 Each Occ/Aggregate \$ 10,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	WC43172141 (AOS) WC43172140 (CA)	8/1/2023 8/1/2023	8/1/2024 8/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability		PCADB50227330823	8/1/2023	8/1/2024	Per Claim Aggregate \$5,000,000 \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**COBB COUNTY
OCCUPATION TAX CERTIFICATE**

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 528-8410

BUSINESS LOCATION

2727 PACES FERRY RD B1 STE1800

DATE ISSUED

01-01-2023

D/B/A BRPH

ATTN: ROBB MORRISON

BRPH ARCHITECTS ENGINEERS INC

5700 N HARBOR CITY BLVD, 400

MELBOURNE, FL 32940

NOT TRANSFERABLE

CERTIFICATE NUMBER

103160

FOR YEAR

2023

CERTIFICATE EXPIRES

12-31-2023

TYPE PROFESSIONAL



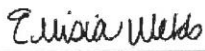
**CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY**

BUSINESS DESCRIPTION

CLASSIFICATION CODE	CLASSIFICATION NAME	AMOUNT
871201	ARCHITECT (OCCUPATIONAL TAX)	1921.00

					PAYMENT DATE	02-28-2023					
4332	1,921.00	4312	0.00	4314	0.00	4316	0.00	4318	0.00	SUB TOTAL \$	1,921.00
										PENALTY \$	0.00
										INTEREST \$	28.82
										TOTAL \$	1,949.82

CD - Bus License Certificate,103160,2023,BRPH


BUSINESS LICENSE DIVISION MANAGER


AUTHORIZED INITIALS

IMPORTANT NOTICE

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

70870

PLACE ON DISPLAY

320755

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: 01/05/2024 13:47:12

BUSINESS INFORMATION

BUSINESS NAME : BRPH ARCHITECTS-ENGINEERS, INC.

CONTROL NUMBER : 09063042

BUSINESS TYPE : Foreign Profit Corporation

JURISDICTION : Florida

ANNUAL REGISTRATION PERIOD : 2024

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 5700 N Harbor City Blvd 400, Melbourne, FL, 32940, USA

REGISTERED AGENT NAME : Corporation Service Company

REGISTERED OFFICE ADDRESS : 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA

REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Raul E. Aviles	CEO	5700 N Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Robb Morrison	CFO	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Robb Morrison	Secretary	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 5700 N Harbor City Blvd 400, Melbourne, FL, 32940, USA

REGISTERED AGENT NAME : Registered Agents Inc

REGISTERED OFFICE ADDRESS : 8735 Dunwoody Place, STE R, Atlanta, GA, 30350, USA

REGISTERED OFFICE COUNTY : Fulton

OFFICER	TITLE	ADDRESS
Robb Morrison	CFO	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Robb Morrison	Secretary	5700 N. Harbor City Boulevard, Suite 400, Melbourne, FL, 32940-7226, USA
Brian Curtin	CEO	5700 N Harbor City Blvd. Suite 400, Melbourne, FL, 32940, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Robb Morrison

AUTHORIZER TITLE : Officer



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Eric Dean Wilson

Address:

Buford GA 30519

Primary Source License Information

Lic #: RA008459	Profession: Architect / Interior Designer	Type: Registered Architect
Secondary:	Method: Examination	Status: Active
Issued: 10/6/1994	Expires: 6/30/2025	Last Renewal Date: 5/15/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 8, 2023 14:38:9

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Nicholas Joseph Migliaccio

Address:

Atlanta GA 30309

Primary Source License Information

Lic #: PE049293	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 6/1/2022	Expires: 12/31/2024	Last Renewal Date: 12/5/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 26, 2024 8:42:23

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Wesley Willingham Lawton, III

Address:

Summerville SC 29485

Primary Source License Information

Lic #: PE044084	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Comity	Status: Active
Issued: 12/19/2018	Expires: 12/31/2024	Last Renewal Date: 12/27/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 12, 2024 8:8:4

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: John T Hutton

Address:

Decatur GA 30033

Primary Source License Information

Lic #: PE015280	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 7/18/1985	Expires: 12/31/2024	Last Renewal Date: 12/22/2023

Associated Licenses

Relationship: Employment

Licensee: Uzun & Case Engineers

License Type: Engineer Firm

License #: PEF002101

License Status: Active

Established: 3/23/2006

Association Date:

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 25, 2024 15:39:44

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: John T Hutton

Address:

Decatur GA 30033

Primary Source License Information

Lic #: SE001060	Profession: Engineers / Land Surveyors	Type: Structural Engineer
Secondary:	Method: Affidavit	Status: Active
Issued: 3/1/2021	Expires: 12/31/2024	Last Renewal Date: 12/22/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 25, 2024 15:40:50

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Justin M Tanner

Address:

Atlanta GA 30308

Primary Source License Information

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

Associated Licenses

Relationship: Employment

Licensee: Breedlove Land Planning, Inc.

License Type: Engineer Firm

License #: PEF003134

License Status: Active

Established: 10/26/2005

Association Date:

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 12, 2024 8:13:14

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Katherine Anne Pothier

Address:

Duluth GA 30097

Primary Source License Information

Lic #: PE033276	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Comity	Status: Active
Issued: 6/18/2008	Expires: 12/31/2024	Last Renewal Date: 11/29/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 26, 2024 8:39:47

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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:

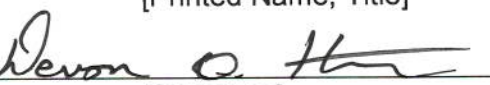
DEKALB COUNTY BOARD OF EDUCATION

By: 

[Signature]

Mr. 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

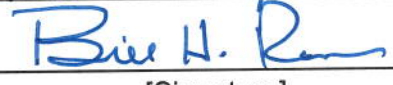
[Printed Address]

6-13-24

[Date of Execution]

ARCHITECT:

BRPH A/E

By: 

[Signature]

Bill H. Row

[Printed Name]

SENIOR VICE PRESIDENT

[Title]

2727 PACES FERRY ROAD Bldg 1 Suite 1800

ATLANTA, GA 30339

[Printed Address]

5/29/2024

[Date of Execution]

EXHIBIT "I"

CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

BRPH A/E

Company Name / Contractor Name

5/29/2024

Date

Bill H. Row

BY: Signature of Authorized Officer or Agent

5/29/2024

Date

SENIOR VICE PRESIDENT

Title of Authorized Officer or Agent of Contractor

Bill H. Row

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29th DAY OF May, 2024

Marjorie Canty

Notary Public

My Commission Expires: 11/11/2024



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

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

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

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

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

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

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

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

69324
EEV/Basic Pilot Program User Identification Number

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.

*

[Signature]
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 _____, 20 24

Natalie Chapman
My Commission Expires: 11/3/2025



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

772602
EEV/Basic Pilot Program User Identification Number

April 10, 2014
Date of Authorization

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

*

[Signature]
BY: Signature of Authorized Officer or Agent

May 29, 2024
Date

Uzun + Case, LLC
(Subcontractor Company Name)

Principal
Title of Authorized Officer or Agent of Subcontractor

Adrian Persaud
Printed Name of Authorized Officer or Agent

*

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29 DAY OF May, 20 24

[Signature]
Notary Public
My Commission Expires: 05/18/2026

