

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

**Design  
Professional:** PGAL, Inc.

**Design  
Professional Address:** 1425 Ellsworth Industrial Blvd., Suite 15  
Atlanta, GA 30318

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

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## **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

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This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and PGAL, Inc., authorized to do business in the State of Georgia, whose business address is 1425 Ellsworth Industrial Blvd., Suite 15, Atlanta, GA 30318 (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 Greg Mullin, AIA as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Contract. For each Work Authorization, DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, DESIGN PROFESSIONAL acknowledges that the Principal in Charge and Representative(s)

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

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

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

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

## **ARTICLE 2**

### **OWNER'S RESPONSIBILITIES**

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

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

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

### **ARTICLE 3**

#### **SCHEDULE**

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

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

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

## ARTICLE 4

### COMPENSATION

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

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

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

## **ARTICLE 5**

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

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

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

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

## **ARTICLE 6**

### **MAINTENANCE OF RECORDS**

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

## **ARTICLE 7**

### **INDEMNITY**

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

## **ARTICLE 8**

### **ERRORS AND OMISSIONS INSURANCE**

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

## **ARTICLE 9**

### **OTHER INSURANCE**

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

## **ARTICLE 10**

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

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

## **ARTICLE 11**

### **WAIVER OF CLAIMS**

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

## **ARTICLE 12**

### **TERMINATION OR SUSPENSION**

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

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

### **ARTICLE 13**

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

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

### **ARTICLE 14**

#### **CONFLICT OF INTEREST**

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

**ARTICLE 15**

**APPLICABLE LAW**

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

**ARTICLE 16**

**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 17**

**NO THIRD-PARTY BENEFICIARIES**

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

**ARTICLE 18**

**COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER**

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

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

#### **ARTICLE 19**

##### **ASBESTOS STATEMENT**

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

#### **ARTICLE 20**

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

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

#### **ARTICLE 21**

##### **ENTIRE AGREEMENT**

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

#### **ARTICLE 22**

##### **MODIFICATION**

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

#### **ARTICLE 23**

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

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

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

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

**PGAL, Inc.**  
**1425 Ellsworth Industrial Blvd., Suite 15**  
**Atlanta, GA 30318**

**ATTENTION: Greg Mullin**

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

#### **ARTICLE 24**

##### **MISCELLANEOUS**

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

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

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

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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
[Signature]

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

By: \_\_\_\_\_  
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

\_\_\_\_\_  
[Date of Execution]

DESIGN PROFESSIONAL:

\_\_\_\_\_  
[Typed Name]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name, Title]

\_\_\_\_\_

\_\_\_\_\_  
[Printed Address]

\_\_\_\_\_  
[Date of Execution]

\_\_\_\_\_  
Erick Hofstetter, Chief Operating Officer

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

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

**B. Professional Architectural and Engineering Services**

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

**C. Professional Architectural and Engineering Services**

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

**D. Professional Architectural and Engineering Services**

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

**E. Professional Architectural and Engineering Services**

Revised Appendix D Design Guidelines (54 Pages)

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

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

Addendum No. 3 Dated January 24, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

RFC No. 1 (2 Pages)

**EXHIBIT "B"**

**WORK AUTHORIZATION FORM**

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

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

**PROJECT NAME AND NUMBER**

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

**SCOPE OF SERVICES**

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

**SCHEDULE**

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

**COMPENSATION**

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

**EXHIBIT "C"**

**STAFFING SCHEDULE**

<b><u>Name</u></b>	<b><u>Function</u></b>
Greg Mullin	Principal-In-Charge and Project Manager
Terrence Charles	Project Architect
Kelley Park	Project Architect and Interior Design
Jackie Restre[p	Project Designer
Matt Tanner	Civil Engineer
Thom Wille	Mechanical Engineer
John Royds	Plumbing/Fire Protection Engineer
Leah Benincasa	Electrical Engineer
Travis Paul	Structural Engineer
Jorge Gomez	A/V and IT Systems Design
Civil:	Breedlove Land Planning
Structural:	PES Structural Engineering
Mechanical:	Johnson Spellman and Associates
Electrical:	Barnett Consulting Engineers
Kitchen Consultant:	Camacho
Cost Consultant:	ADE Construction Consultants

**EXHIBIT “D”**

**RATE SCHEDULE**

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE**

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

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

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

PGAL, Inc.

*[legal name of Architect]*

1425 Ellsworth Ind Blvd, Suite 15

Atlanta, GA 30318

*[address of Architect]*

404-799-4346

*[telephone number of Architect]*

gmullin@pgal.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):

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>300.00</u> per hour
Director:	\$ <u>285.00</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>250.00</u> per hour
Project Architect:	\$ <u>200.00</u> per hour
Project Manager:	\$ <u>225.00</u> per hour
Project Coordinator:	\$ <u>165.00</u> per hour
Interior Designer:	\$ <u>200.00</u> per hour
Project Captain:	\$ <u>200.00</u> per hour
Technical Staff:	\$ <u>135.00</u> per hour
Contract Administrator:	\$ <u>110.00</u> per hour
Clerical:	\$ <u>90.00</u> per hour

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

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Estimator:	\$ <u>225.00</u> per hour
Scheduler:	\$ <u>225.00</u> per hour
Designer:	\$ <u>150.00</u> per hour
CADD:	\$ <u>90.00</u> per hour
Civil Engineer	\$ <u>175.00</u> per hour
Junior Civil Engineer	\$ <u>140.00</u> per hour
Civil Draftsman	\$ <u>110.00</u> per hour
Structural Engineer	\$ <u>180.00</u> per hour
Junior Structural Engineer	\$ <u>130.00</u> per hour
Structural Draftsman	\$ <u>110.00</u> per hour
Mechanical Engineer	\$ <u>175.00</u> per hour
Junior Mechanical Engineer	\$ <u>150.00</u> per hour
Mechanical Draftsman	\$ <u>110.00</u> per hour
Electrical Engineer	\$ <u>180.00</u> per hour
Junior Electrical Engineer	\$ <u>120.00</u> per hour
Electrical Draftsman	\$ <u>100.00</u> per hour
Fire Protection Engineer	\$ <u>250.00</u> per hour
Junior Fire Protection Engineer	\$ <u>215.00</u> per hour
Fire Protection Draftsman	\$ <u>130.00</u> per hour
FF&E Coordinator	\$ <u>150.00</u> per hour
Others as appropriate	\$ _____ per hour

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Greg Mullin, AIA</u>	<u>Principal-In-Charge and Project Manager</u>
<u>Terrence Charles, AIA</u>	<u>Project Architect</u>
<u>Kelley Park, RIID, AIA</u>	<u>Project Architect and Interior Design</u>
<u>Jackie Restrepo</u>	<u>Project Designer</u>
<u>Matt Tanner, P.E.</u>	<u>Civil Engineer</u>
<u>Thom Wille, P.E.</u>	<u>Mechanical Engineer</u>
<u>John Royds, P.E.</u>	<u>Plumbing/ Fire Protection Engineer</u>
<u>Leah Benincasa, P.E.</u>	<u>Electrical Engineer</u>
<u>Travis Paul, P.E., S.E.</u>	<u>Structural Engineer</u>
<u>Jorge Gomez, P.E. RCDD</u>	<u>A/V and IT Systems Design</u>
_____	_____

Civil: Breedlove Land Planning

Structural: PES Structural Engineering

Mechanical: Johnson Spellman and Assoc.

Plumbing: Johnson Spellman and Assoc.

Electrical: Barnett Consulting Engineers

Kitchen Consultant: Camacho

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:  
[insert the number and date of each Addendum; if none, insert "None"]  
Addendum #1, Jan 8,24- Addendum #2 , Jan 12, 24 -  
Addendum #3, Jan 24,24
- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A


RFQu Date: December 14, 2023

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

Respectfully submitted,

Gregory Mullin  
*[typed name of Architect]*

By:  [signature] [seal]

Gregory Mullin, Principal-In- Charge  
*[typed name and title]*  
1425 Ellsworth ind Blvd, Suite 15  
Atlanta, GA 30318  
*[address of Architect]*

( 404 )799-4346  
*[business telephone number]*

01/30/2024  
*[date of execution]*

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

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

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N/A

**(For Joint Venture Proposals)**

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

Respectfully submitted \_\_\_\_\_,  
*[typed name of Joint Venture]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

## EXHIBIT "E"

### OTHER INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "F"**

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

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

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

located in \_\_\_\_\_ 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"**

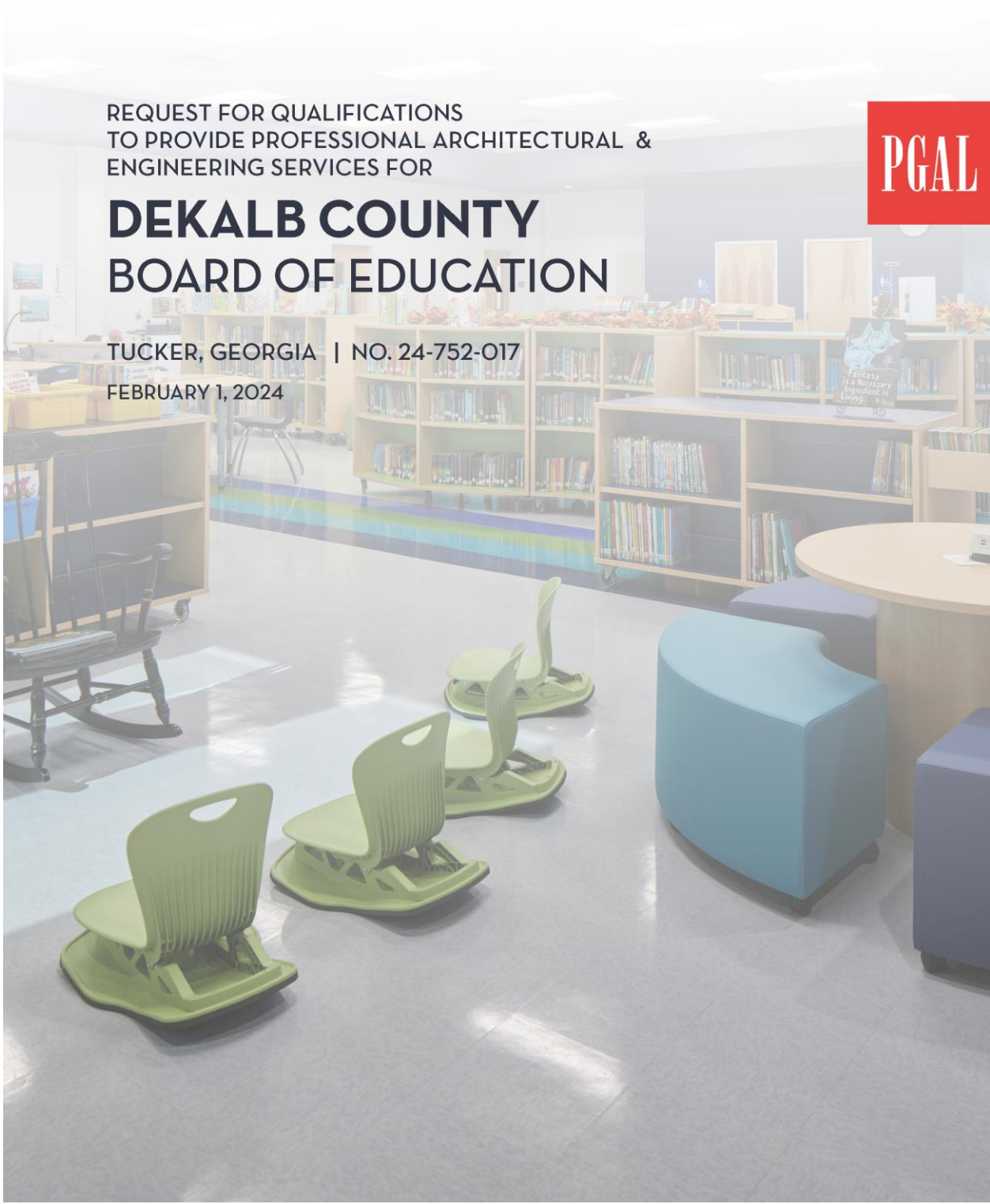
**DESIGN PROFESSIONAL PROPOSAL**

REQUEST FOR QUALIFICATIONS  
TO PROVIDE PROFESSIONAL ARCHITECTURAL &  
ENGINEERING SERVICES FOR



**DEKALB COUNTY  
BOARD OF EDUCATION**

TUCKER, GEORGIA | NO. 24-752-017  
FEBRUARY 1, 2024





February 1, 2024

DeKalb County Board of Education  
Operations Division  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 3008

**Re: Request for Qualifications for On-Call Professional Architectural and Engineering Services for Dekalb County School District**  
**RFQ No.: 24-752-017**

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
DALLAS/FORT WORTH  
DENVER  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

Dear Members of the Selection Committee:

PGAL is pleased to submit our qualifications to supply Professional Architectural and Engineering Services to DeKalb County School District. Founded in 1946, PGAL is a national design firm specializing in architecture, interiors, and planning for a diverse portfolio of public and private sector clients. We have had an Atlanta presence since 2004. For this project, we have assembled a team that not only has years of experience and resources that will be required to successfully complete any task that may be assigned as part of this contract. Our work locally with Emory University, Georgia Institute of Technology, and North Georgia Technical College have been focused on renovating their existing spaces to accommodate for growing programs and update them to be able to take advantage of the latest learning environment technologies. I also have a long history of designing for K-12 facilities that dates back to my prior firm, Collins, Cooper, Carusi.

Thank you for this opportunity to present our qualifications. Our team is willing, prepared, and eager to work with the DCSD and all the facilities staff to complete any assigned task efficiently, effectively, and successfully. We look forward to forging a lasting relationship with the DeKalb County School District. If you have any questions concerning our qualifications you may contact me at my direct line, 404.799.4346, or at [gmullin@pgal.com](mailto:gmullin@pgal.com).

Sincerely,

Greg Mullin, AIA, LEED AP, MBA  
Principal-In-Charge



# TABLE OF CONTENTS

1 COMPLIANCE INFORMATION 3-13

2 INITIAL SCREENING 14-30



# COMPLIANCE INFORMATION



Greater West Palm Beach/Lake Worth Area High School - Lake Worth, Florida

Legacy. Design. Service. PGAL's education portfolio includes campus master planning, academic buildings, student housing, student services, laboratory and recreational facility projects. PGAL is committed to enhancing learning communities by providing the highest quality of service and design.

PGAL is committed to supporting the DeKalb County School District to perform Professional Architectural and Engineering Services for its current facilities. Our team has a significant level of experience and resources to bring to bear on this effort. Lead by Principal-in-Charge Greg Mullin, AIA, MBA with support from many other team members with years of expertise in accessibility requirements and design solutions, our team understands the critical issues involved in evaluating K-12 facilities. In our 768 years of services, PGAL has helped over 100 educational institutions across the United States respond effectively to their changing needs. In every case, our goal is to achieve program, design, budget, and schedule mandates without sacrificing innovation and creativity.

As the needs of students and faculty evolve, so does the district's reliance on their facilities. The PGAL team bring unparalleled design resources from decades of experience and will utilize this experience to create a method by which the School District can maintain the data and spaces up to date. We understand how these needs have evolved and what elements modern facilities require to enable efficient and effective education and operations. PGAL is a leader in these transformations in design, and we take into account the unique opportunities higher education facilities have in recruitment and long-term growth of institutions.

These projects have allowed us to develop long-term associations, relationships that no other team can bring to this essential project. This long history, coupled with the expertise of local staff, gives PGAL an understanding of how to provide design services for DeKalb County School District and our extensive work within higher education nationwide, provides PGAL a unique level of experience and qualifications to offer the greatest value.

Our proven process and collaborative methodology emphasizes a focus on you, our client, ensuring the gathering, compiling and reporting of the data will meet the needs that are unique to DeKalb County School District.

4.3.1.1 STATE THE LEGAL NAME OF THE ENTITY SUBMITTING AND IF FIRM SUBMITTING IS A CORPORATION, JOINT VENTURE, OR PARTNERSHIP.

PGAL Inc.

4.3.1.2 PROVIDE A COPY OF CERTIFICATION FOR PROPER INCORPORATION OR REGISTRATION FROM GEORGIA SECRETARY OF STATE.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: PGAL, Inc. Control Number: 0361507
Business Type: Foreign Profit Corporation Business Status: Active/Compliance
Business Purpose: NONE
Principal Office Address: 3131 Briarpark Dr., Ste 200, Houston, TX, 77042, USA Date of Formation / Registration Date: 11/7/2003
Jurisdiction: Texas Last Annual Registration Year: 2024

REGISTERED AGENT INFORMATION

Registered Agent Name: National Registered Agents, Inc.
Physical Address: 289 S. Culver Street, Lawrenceville, GA, 30046, USA
County: Fulton

OFFICER INFORMATION

Table with 3 columns: Name, Title, Business Address. Rows include Beth Funk (CFO), Jeff Gerber (CEO), and Queen Chevis (Secretary).

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-Back
Filing History 7825, News Release, Business Search

**4.3.2.1 PROVIDE COPY OF CURRENT GEORGIA PROFESSIONAL REGISTRATION FOR ARCHITECT/  
ENGINEER.**



**4.3.2.2 IF FIRM IS A JOINT VENTURE, PROVIDE COPY OF THE JOINT VENTURE AGREEMENT.**

Not applicable



**4.3.3.1 STATE NUMBER OF YEARS IN BUSINESS.**

78 years

**4.3.3.2 STATE THE LOCATION, ADDRESS, AND TELEPHONE NUMBER OF FIRM'S OFFICE.**

Firm Headquarters
3131 Briarpark Dr., Suite 200 Houston, TX 77042 Ph. (713) 622-1444

Atlanta Office
1425 Ellsworth Industrial Blvd., Suite 15 Atlanta, GA 30318 Ph. (404) 602-3800

**4.3.3.3 SUBMIT THE NAMES OF OWNERS, OFFICERS OR PRINCIPALS IN CHARGE.**

Chief Executive Officer
Jeff Gerber

Officers
Ken Brown - President
Jeff Weiner - Executive Vice President
Ian Nestler - Executive Vice President
Cheryl Gajeske - Executive Vice President
Beth Funk - Chief Financial Officer
Queen Chevis - Corporate Secretary

Principals
Ben Girardin
Tim Konganda
Eric Miller
Matthew Ellis
Luis Gonzalez
Greg Mullin
Levi McKee
Carl Conner
Diana Payne
David Moss
Samuel Ferreri
Ryan Josefovsky
Donna Russell
Nick Sticklen
Lora Hunsaker
Cris Ruebush
Costas Georghiou
Derron Vincik
Payal Harrell
Sharon Lang
Scott Buehler
Ivan Pire
Paul Bonnette
Michael Lloyd

**4.3.4.1 IF ANY CONFLICTS OF INTEREST ISSUES ARE IDENTIFIED, PROVIDE A DETAILED PLAN OF ACTION.**

PGAL does not have any conflicts of interest.



4.3.5.2 INSURANCE CAPACITY.

Client#: 171819		PIERCGOO															
<b>ACORD™</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>															
		DATE (MM/DD/YYYY) 8/03/2023															
<p><b>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.</b></p> <p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</b></p>																	
<b>PRODUCER</b> USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		<b>CONTACT NAME:</b> Rachel Townsend/Michelle W. <b>PHONE (A/C No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> 713-490-4700 <b>E-MAIL ADDRESS:</b> rachel.townsend@usi.com															
<b>INSURED</b>		INSURER(S) AFFORDING COVERAGE      NAIC #															
PGAL, Inc. PGAL, LLC 3131 Briarpark Drive, Suite 200 Houston, TX 77042		INSURER A : American Casualty Company of Reading PA      20427															
		INSURER B : Continental Insurance Company      35289															
		INSURER C : Transportation Insurance Company      20494															
		INSURER D : Endurance American Specialty Ins Co      41718															
		INSURER E : National Fire Insurance Co. of Hartford      20478															
		INSURER F :															
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>															
		<b>REVISION NUMBER:</b>															
<p>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.</p>																	
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL INSR</b>	<b>SUBR WVD</b>														
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PRODUCTS - COMPIOP AGG	\$2,000,000																
	\$																
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		6043241361															
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AGGREGATE	\$14,000,000																
	\$																
<b>C</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	WC643241344															
		08/12/2023	08/12/2024														
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E.L. DISEASE - EA EMPLOYEE	\$1,000,000																
E.L. DISEASE - POLICY LIMIT	\$1,000,000																
<b>D</b>	Professional Liability	DPL30041732100															
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\$5,000,000 annl aggr.																	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) <b>** California Workers Comp Information **</b> A: Continental Casualty Company/ NAIC# 20443 Policy No. 6043241358 - Eff Date: 08/12/2023 Exp Date: 08/12/2024 WC Each Accident Limit: \$1,000,000 WC Policy Limit: \$1,000,000 (See Attached Descriptions)																	
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>															
		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															

**WC Each Employee Limit: \$1,000,000**

The Certificate Holder is included as an Additional Insured under the Blanket Additional Insured endorsement, on the General Liability and Auto Liability policies, on a primary and non-contributory basis, only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured.

The General Liability Blanket Additional Insured endorsement includes Ongoing and Completed Operations, as defined by the policy.

All policies listed provide a Blanket Waiver of Subrogation as required by written contract executed prior to a loss, except as prohibited by law.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

The Umbrella Liability policy follows form to the underlying General and Automobile Liability, and Workers Compensation policies.

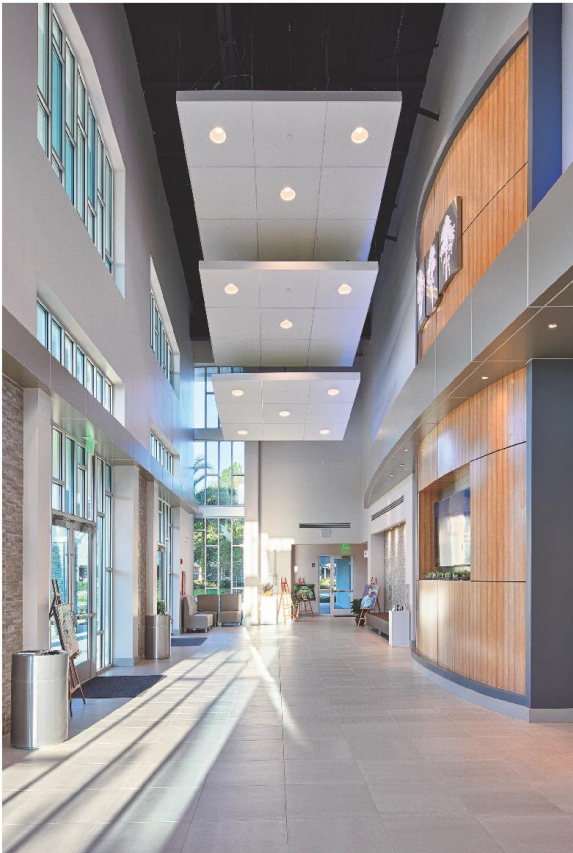
Insured does not own any autos.

**4.3.5.3 LITIGATION**

PGAL currently does not have any litigation of any kind involving firm, its officers or directors with a project owner where the total amount in controversy exceeds \$100,000.00 within the last five years.

**4.3.5.4 INSURANCE CLAIMS**

PGAL does not have any Errors & Omissions and/or Professional Liability claims filed against the firms' policy in the last two years for the proposal submittal date.





INITIAL SCREENING

# SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE



Lovett Elementary School Replacement - Houston, Texas

We have gathered a team of firms and individuals that bring expertise and specific skills to provide the highest quality and most comprehensive approach to this project. Central to the success of this project is the committed PGAL Team led by Principal-in-Charge and Project Manager, Greg Mullin (PGAL).

## TEAM STRUCTURE

- › PGAL will manage the project and will collaborate heavily with all stakeholders at DeKalb County School District.
- › All survey, data collection, evaluation and reporting phases will be led by the PGAL team with support from our subconsultants, Barnett Consulting, Johnson, Spellman & Associates, PES Structural, and Breedlove Land Planning.
- › Greg Mullin will serve as the Principal and Project Manager on the project from start to finish and will be the day-to-day contact with the DeKalb County School District administration and staff.
- › PGAL will commit to being on site throughout the survey and for any meetings with the DeKalb County School District team that are scheduled.

**5.1.1.1 LIST THE PROJECTS WHICH BEST ILLUSTRATE THE EXPERIENCE OF THE FIRM WHICH UTILIZED THE CURRENT STAFF WHICH IS BEING ASSIGNED TO THIS PROJECT.**

# DONNA KLEIN JEWISH ACADEMY MAKER SPACE & COMPUTER LAB IMPROVEMENTS

Boca Raton, Florida

**FIRM ROLE**

Prime Architect

**CONSTRUCTION COST**

\$50,000.00

**SIZE**

1,780 SF

**OWNER CONTACT**

Tom Forlenza  
Vice President of Facilities  
Jewish Federation of South  
Palm Beach County  
561.852.3100  
tomf@bocafed.org

**CONSTRUCTION COMPLETION DATE**

2016

PGAL designed a new enclosed indoor prayer space and updated the entrance lobby for the Donna Klein Jewish Academy, which is the first place seen when entering the school. Kelley Park was a key member of this team while at our South Florida office.

The previous prayer space was open to the hallway and students had to deal with interruptions of people coming in and out of the school. With the enclosed space, students are no longer distracted and are now able to maintain a sense of community with the interactive, light filtering, windows at various heights that borrow light from the front entry. The marble-like floor and color changing lighting enhance the spirituality of the space. This area is also used as a highly functional meeting space.

The newly designed state-of-the-art Makerspace and Video Production Studio serves as a collaborative learning space with vibrant durable finishes. Here, students embrace creativity and curiosity. The Video Production Studio contains a painted greenscreen wall optimized for video recording effects.



# NORTH GEORGIA TECHNICAL COLLEGE PURCELL HALL RENOVATION

Clarkesville, Georgia

**FIRM ROLE**

Prime

**CONSTRUCTION COST**

\$2.9 million

**SIZE**

16,941 SF

**OWNER CONTACT**

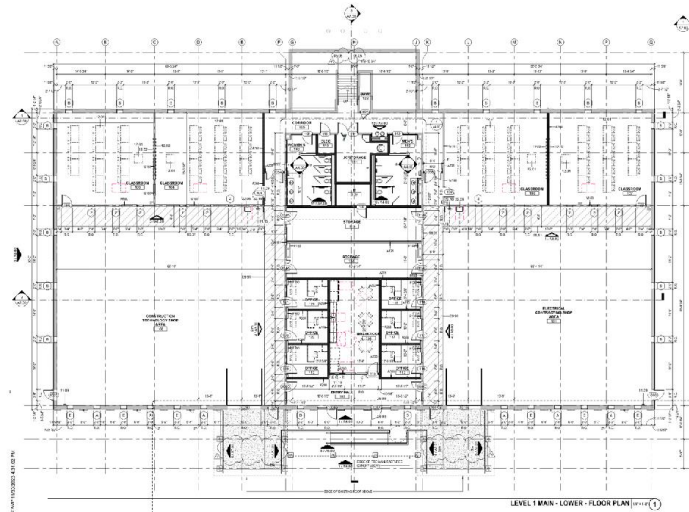
Dr. Michele Shirley  
Executive VP of  
Administrative Services  
North Georgia  
Technical College  
706.754.7703  
michele.shirley@northgatech.edu

**CONSTRUCTION COMPLETION DATE**

In progress  
Estimated completion, 2024

The Purcell Building, built in 1969, rests on the border of North Georgia Technical College's beautiful main quad in the center of campus among prime real estate for student instruction, learning and gathering. Known for previously housing Machine Tool/CNC for decades, Purcell currently houses the Electrical Systems Technology program and is now needed for program expansion and a future Plumbing and Construction Maintenance and Management program.

PGAL is currently supporting Georgia State Financing and Investment Commission and North Georgia Technical College for the programming, design, and construction administration to renovate Purcell Hall that will provide a more efficient and effective use of space for student instruction, learning, and gathering.



# GEORGIA INSTITUTE OF TECHNOLOGY

## MRDC LAB 4336 + 4346/4348

Atlanta, Georgia

**FIRM ROLE**  
Prime

**CONSTRUCTION COST**  
\$225,000

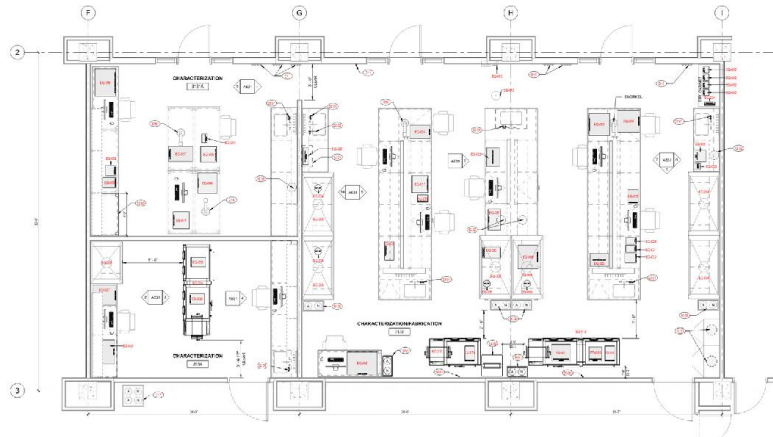
**SIZE**  
1,500 SF

**OWNER CONTACT**  
Ngugi Mathu  
Project Manager  
Project Manager  
470.428.0160  
ngugi.mathu@facilities.gatech.edu

**CONSTRUCTION COMPLETION DATE**  
2023

Existing building is a four story masonry building with a structural concrete frame. this project is the renovation of approximately 1,500 square feet of three existing lab spaces located in MRDC 4336, 4346 and 4348 laboratories of the George W. Woodruff School of Mechanical Engineering at Georgia Institute of Technology (Georgia Tech). The renovated spaces will serve as two battery fabrication and characterization research laboratories including updates to the interior finishes and infrastructure.

As part of the renovations, PGAL demolished two adjacent chemical fume hood systems, replaced one chemical fume hood, and supplied two new chemical fume hoods, connecting one hood to an existing rooftop fan. PGAL also removed existing island benchwork to make room for glove box. One new rooftop fan and connecting ducts were also provided as well as new lighting, finishes and mobile case work, as required.



# EMORY UNIVERSITY MATH + SCIENCE BUILDING

Atlanta, Georgia

**FIRM ROLE**  
Prime

**CONSTRUCTION COST**  
\$450,000.00

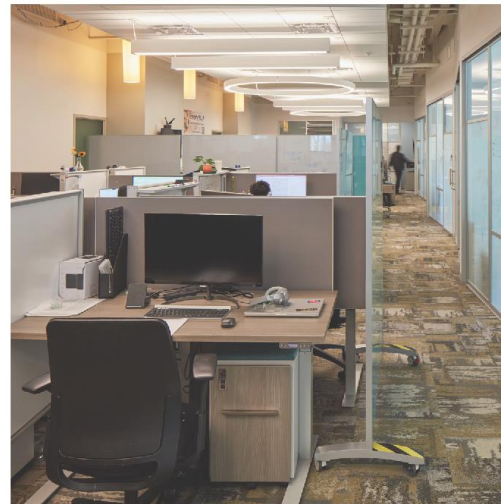
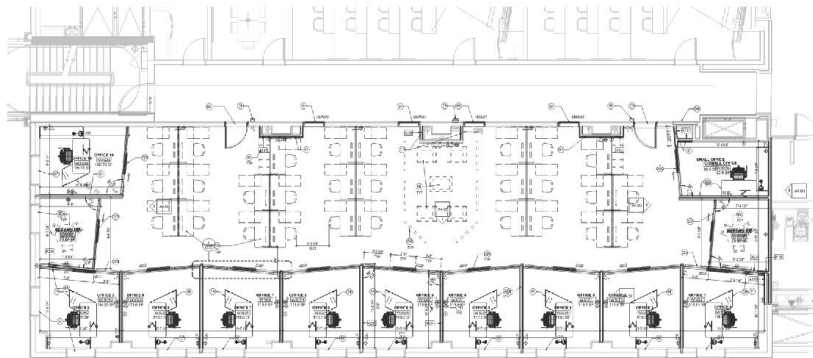
**SIZE**  
3,100 SF

**OWNER CONTACT**  
Andrea Puccini  
Project Manager  
Emory University  
301 FM Drive  
Atlanta, GA 30322  
404. 727.3328  
andrea.puccini@emory.edu

**CONSTRUCTION COMPLETION DATE**  
2018

PGAL Inc. provided design for the conversion of three existing classroom spaces and storage areas into a new office suite for the computer programming department. The new office suite included two private offices, two conference rooms, 27 graduate student workstations and a central lounge area. This project is part of multi-year relationship between PGAL and Emory that has included over a dozen small to medium size renovations and studies on how to gain the best use from existing spaces that fit the changing needs of the University in meeting the demands of a modern student population.

The design of this space required maximizing the existing building constraints to create an office area that could meet the programmatic goals of the space, while also maintaining ADA compliance. Our team can bring creative solutions to the transition planning process. We are adept at "finding" space in renovation designs that allow us to achieve accessible design solutions while maximizing the existing space available.



# EMORY UNIVERSITY URC + CRC HOUSING ASSESSMENT SURVEY SERVICES

Atlanta, Georgia

**FIRM ROLE**  
Prime

**CONSTRUCTION COST**  
N/A - Inspection and Study

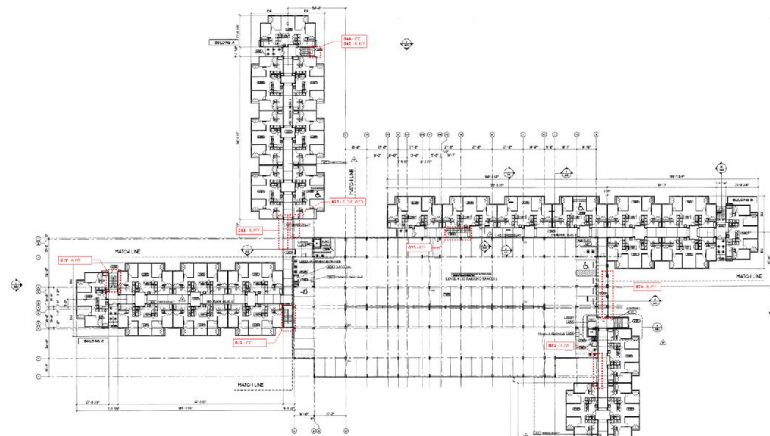
**SIZE**  
565,000 SF

**OWNER CONTACT**  
Josh Gilbert  
Assistant Director  
301 FM Drive  
Atlanta, GA 30322  
404.632.0981  
josh.gilbert@emory.edu

**CONSTRUCTION COMPLETION DATE**  
2019

PGAL was engaged by Emory University to conduct a review of the URC and CRC Housing complexes for undergraduate and graduate students for a total of 10 structures at 565,000 square feet. This included surveying all exterior, public areas to determine the extent of repairs required and the impact of the existing conditions on, among other things, the accessibility of the facilities.

In surveying the Emory housing, PGAL identified spalling and cracking in concrete that created non-compliant conditions with respect to the ADA code. These conditions were mapped, photographed, indexed, and cataloged for Emory to use a repair and maintenance program. In addition, we also provided repair recommendations and planning for their use.



### Key Note Item Photos and Descriptions

Included below are photos taken of the facilities on two separate occasions 11/20/2018 and 11/29/2018

Photo Groupings:  
URC Photo Items #001 038 and #052 084  
CRC Photo Items #039 061 and #035 105

Key Code:  
R - Rust and corrosion at steel building elements.  
P/F - Paint and or finish deterioration at steel building elements and at other exterior finishes.  
CC - Concrete cracking and spalling at stairs, elevated slabs, and/or walkways.  
W/D - Water / moisture damage or other damage to or coloration of exterior materials.

Level Designation:  
G - Ground Level  
P - Plaza Level  
1st - First Level  
2nd - Second Level  
3rd - Third Level  
4th - Fourth Level  
5th - Fifth Level



# EMORY UNIVERSITY VARIOUS PROJECTS

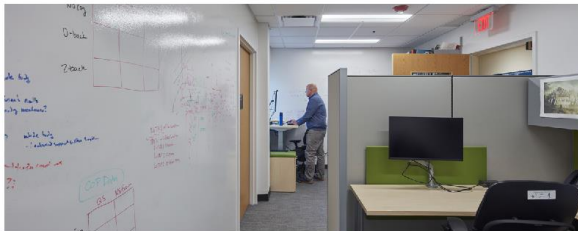
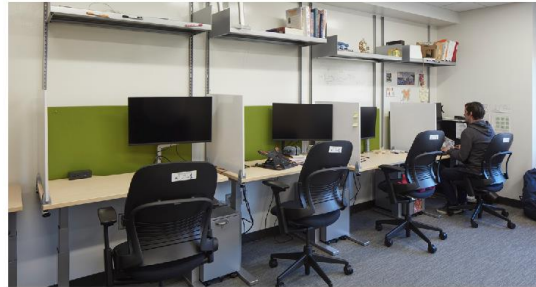
Throughout the past five years, PGAL has worked on multiple on-call projects for Emory University. The University is consistently satisfied with our level of work, high communication standards, dedication, and commitment to the job. Because of this, Emory University values our service and team and has been a repeating client for their projects. Such projects include lab upgrades, suite renovations, office modernizations, and studies.

References:

Andrea Puccini / 404.727.7783 / andrea.puccini@emory.edu

Josh Gilbert / 404.632.0981 / josh.gilbert@emory.edu

Nate Bruot / 404.713.2559 / nbruot@emory.edu



SCHOOL OF MEDICINE FREEZER FARM STUDY	SOM EXCEL SIMULATION LAB UPGRADES
GLENN FIRST FLOOR FEASIBILITY STUDY	1762 CLINTON ROAD SUITE 1800 RENOVATION
EMERSON HALL SNAKE RESEARCH LAB	1762 CLINTON ROAD SUITE 1550 RENOVATION
CHANDLER SCHOOL OF THEOLOGY TECH. UPGRADES	LIOTTA LAB RENOVATION
ATWOOD CHEMISTRY LAB 153 RENOVATION	PEAVINE DEPARTMENT OF ANIMAL RESEARCH
SCHOOL OF NURSING PLAZA LEVEL RENOVATION	WHITEHEAD LAB RENOVATION
WOODRUFF LIBRARY SUITE 100E	EMERSON HALL SNAKE RESEARCH LAB E360
CRM 2ND FLOOR OFFICE RENOVATION	CENTER FOR REHABILITATIVE MEDICINE LAB R230
CHANDLER LIBRARY RENOVATION 2ND FLOOR	WOODRUFF MEMORIAL RESEARCH BUILDING

5.1.2.1 ORGANIZATIONAL CHART



**5.1.2.2 & 3 PROJECT STAFF EXPERIENCE & RESUMES**



**GREG MULLIN** AIA, RID, LEED AP BD+C  
PROJECT MANAGER / PRINCIPAL-IN-CHARGE



Greg has over 25 years of experience providing architectural planning, design and construction administration and documentation services for a variety of clients. His extensive portfolio of projects includes new construction, renovations, and expansions of existing facilities resulting in knowledge across various project and building types. Greg has the ability to think strategically and develop a holistic understanding of complex projects, while simultaneously managing multiple projects of differing types, including the management of budgets and schedules.

**EDUCATION**

Executive Master of Business Administration  
Georgia State University

Master of Architecture  
University of Texas at Austin

Bachelor of Science in Architect  
University of Virginia

**REGISTRATION/LICENSES**

Registered Architect  
Georgia No. RA010728

**YEARS WITH FIRM**

7

- › Emory University School of Nursing Plaza Level Renovation, Atlanta, Georgia
- › Emory University School of Medicine Simulation Lab Renovation, Atlanta, Georgia
- › Emory University Math and Science Departmental Office Renovation, Atlanta, Georgia
- › Emory University Center for Restorative Medicine Office Renovation, Atlanta, Georgia
- › Laurens County E9-I-I/EOC Facility, Dublin, Georgia
- › Cobb County Workforce Development Center, Mableton, Georgia
- › Fulton County Animal Services Facility Feasibility through Full Design and Construction Administration, Atlanta, Georgia



**TERRENCE CHARLES** AIA  
PROJECT ARCHITECT



Terrence has over 20 years of experience in the architecture profession and over 10 years of practiced as a licensed architect. His responsibilities have included a variety of tasks such as site analysis, schematic design, construction documents, and construction contract administration. Terrence's experience includes a broad range of building types including additions and renovations.

**EDUCATION**

Bachelor of Architecture  
Tuskegee University

**REGISTRATION/LICENSES**

Registered Architect  
Georgia No. RA010883

**YEARS WITH FIRM**

7

- › Laurens County E9-I-I/EOC Facility, Dublin, Georgia
- › Cobb County Workforce Development Center, Mableton, Georgia
- › Georgia Dept of Correction Metro Re-entry Center Transit Center, Atlanta, Georgia
- › Fulton County Animal Services Facility Feasibility through Full Design and Construction Administration, Atlanta, Georgia
- › City of Lake Jackson City Hall, Police Station & Animal Control Facility, Lake Jackson, Texas
- › City of Atlanta Municipal Courthouse, Atlanta, Georgia
- › Richmond County Judicial Center, Augusta, Georgia



**KELLEY PARK** AIA, RA, RID, LEED AP BD+C  
PROJECT DESIGNER



**EDUCATION**

Bachelor of Interior Design  
University of Florida

Bachelor of Architecture  
Florida Atlantic University

**REGISTRATION/LICENSES**

Registered Interior Designer  
Georgia No. ID000964

Registered Architect  
Georgia No. RA014994

**YEARS WITH FIRM**

15 year

Kelley will serve as the team’s Interior Designer, offering experience in interior programming, space planning, conceptual design, and construction documentation to deliver a memorable and cohesive design solution for the end user. Kelley develops a project program and facilitates an efficient project plan bringing the client’s vision to life. While making design decisions, Kelley evaluates each solution with regard to maintenance, life cycle, sustainability, budget, comfort and aesthetics and considers the traveler and consumer experience and its relation to the client investment. Kelley’s consistent attention to detail is applied to every phase of the design process with an emphasis on the production of clear and concise construction documents.

- › Emory University School of Nursing Plaza Level Renovation, Atlanta, Georgia
- › Embry Riddle Aeronautical University Laboratory Building, Daytona Beach, Florida
- › Aventura Arts and Cultural Center, Aventura, Florida
- › North Broward County Prep School Lab Renovation, Coconut Creek, Florida
- › Donna Klein Jewish Academy Computer Lab Improvements, Boca Raton, Florida
- › Cobb County Workforce Development Center, Mableton, Georgia
- › Fulton County Animal Services Facility Feasibility through Full Design and Construction Administration, Atlanta, Georgia
- › Georgia World Congress Center Contiguous Exhibition Facility (Renovation/Expansion), Atlanta, Georgia



**JACQUELINE RESTREPO**  
ARCHITECTURAL DESIGNER



**EDUCATION**

Master of Architecture  
Georgia Institute of Technology

Bachelor in Architecture  
University of Virginia

**REGISTRATION/LICENSES**

Registered Architect  
Georgia

**YEARS WITH FIRM**

7

Working closely with the Project Manager, Jacqueline takes an active role in the creative process and assists in detailing and documenting a project’s final design. She has experience with multi-phase projects and has worked closely with clients to ensure a seamless experience for staff and users alike. Jacqueline’s continued involvement with volunteer youth mentorship programs allow her to excel in communication with even the youngest end-users.

- › Emory University Williams Medical Research Building Office Renovations, Atlanta, Georgia
- › Emory University Atwood Chemistry Lab Renovations, Atlanta, Georgia
- › Emory University Math & Science Office Build Out, Atlanta, Georgia
- › Emory University Math & Science Office Renovations, Atlanta, Georgia
- › Emory University Math & Science Center E600 Mosquito Lab Room, Atlanta, Georgia
- › Emory University SOM ExCEL Simulation Lab Upgrades, Atlanta, Georgia
- › Emory University Emerson Hall Snake Research Lab, Atlanta, Georgia
- › Emory University Center for Rehabilitation Medicine Suite 225 Renovation, Atlanta, Georgia



**THOM WILLE** PE, LEED AP  
MECHANICAL ENGINEER



Thom has over 37 years' engineering experience in project management and mechanical system design. He joined JSA as a Mechanical Engineer in 1995 and is now a Principal of the firm. With an early focus on sustainable designs and energy efficiency, Thom became a LEED Accredited Professional in 2001. Since then, he has participated as either the design engineer or commissioning authority on 28 LEED projects, including two LEED Platinum certified buildings in the state of Georgia. With an early focus on sustainable designs and energy efficiency, Thom became a LEED Accredited Professional in 2001. Since then, he has participated as either the design engineer or commissioning authority on 26 LEED projects, including two LEED Platinum certified buildings in Georgia, most recently the ASHRAE Headquarters office.

**EDUCATION**

Master of Science,  
Mechanical Engineering  
Rensselaer Polytechnic Institute

Bachelor of Science,  
Marine Engineering & Transportation  
U.S. Merchant Marine Academy

**REGISTRATION/LICENSES**

Registered Engineer  
Georgia

**YEARS WITH FIRM**

29

- › DeKalb County Henderson Mill Elementary School Major Building System Replacement – Atlanta, Georgia
- › DeKalb County Briar Vista Elementary School HVAC Renovation, Atlanta, Georgia
- › DeKalb County Canby Lane Elementary School Renovation, Decatur, Georgia
- › Fulton County Randolph Elementary School Renovation, Atlanta, Georgia
- › Cobb County Wheeler High School Addition & Renovation, Marietta, Georgia
- › City of Atlanta The B.E.S.T. Academy, Atlanta, Georgia
- › Mount Pisgah Christian School Upper School – John's Creek, Georgia



**JOHN ROYDS** PE  
PLUMBING ENGINEER



John has been with JSA since August 1987. He was promoted to an Associate position in 2005 and serves as the firm's senior plumbing engineer. His responsibilities include in-house coordination of plumbing systems layout and sizing of domestic water, sanitary, rainwater, fuel gas, and specialty gas systems. He is also responsible for client contact, project coordination, project layout, field reviews, submittal review, code compliance, specifications, and value engineering.

**EDUCATION**

Bachelor of Science,  
Mechanical Engineering Technology  
Southern Polytechnic State University

**REGISTRATION/LICENSES**

Registered Engineer  
Georgia

**YEARS WITH FIRM**

37

- › DeKalb County Druid Hills Middle School Building System Replacement – Druid Hills, Georgia
- › DeKalb County Henderson Mill Elementary School Major Building System Replacement, Atlanta, Georgia
- › DeKalb County Briar Vista Elementary School HVAC Renovation, Atlanta, Georgia
- › Cobb County Dowell Elementary School HVAC Renovation, Marietta, Georgia
- › Cobb County Wheeler High School Addition & Renovation, Marietta, Georgia
- › Cobb County Lovingsdood Middle School Addition, Powder Springs, Georgia
- › City of Atlanta E. Rivers Elementary School, Atlanta, Georgia
- › City of Atlanta Daniell Middle School HVAC & Controls Upgrade, Marietta, Georgia



**LEAH BENINCASA** P.E., LEED AP BD+C, DCEP  
ELECTRICAL ENGINEER



Leah has been at BCE for over 23 years and has over 33 years experience. She has provided field engineering services consisting of scheduling, monitoring of construction activities in operating data centers, maintenance management for UPS systems, batteries, switchgear and diesel generators, measurements and analysis of operating systems, and trouble-shooting for problem resolution. Other responsibilities have included contract administration of construction work, computer equipment plans and management of loads and circuit installations for various clients, and production of contract documents and specifications for commercial projects and data centers.

**EDUCATION**

Bachelor of Science,  
Mechanical Engineering,  
Georgia Institute of Technology

**REGISTRATION/LICENSES**

Professional Engineer  
Georgia

**YEARS WITH FIRM**

23

- › Dekalb County Dunwoody Schools Renovations, Dunwoody, Georgia
- › Dekalb County Druid Hills Schools Renovations, Druid Hills, Georgia
- › DeKalb County Glenwood Elementary School Renovation, Decatur, Georgia
- › Pace Academy Upper School & Lower School Renovation, Atlanta, Georgia
- › Mount Vernon Presbyterian Middle School Education Building Renovation, Sandy Springs, Georgia
- › Holy Innocents Episcopal Math, Science, and Commons Building, Atlanta, Georgia
- › Ethos Classical School Modular Trailer Addition, Atlanta, Georgia



**TRAVIS PAUL** PE, SE  
STRUCTURAL ENGINEER



Travis has been with PES Structural Engineers since 1996 and became a Principal of the firm in 2010. Throughout the course of his 28-year career in the Atlanta office, he has had extensive experience with various types of construction involving steel, timber, concrete, and masonry ranging on a wide variety of projects from newly constructed and renovated public and private K-12 facilities, adaptive reuse projects, historic renovations, multi-family residential and mixed-use developments to hospitality and commercial office buildings. He is known for constantly "raising the bar" of expectations for levels of client satisfaction.

**EDUCATION**

Master of Science,  
Structural Engineering  
Georgia Institute of Technology

Master of Science,  
Structural Engineering  
University of Florida

**REGISTRATION/LICENSES**

Registered Engineer  
Georgia

**YEARS WITH FIRM**

28

- › Dekalb County Doraville United Elementary School, Doraville Georgia
- › Dekalb County Indian Creek Elementary School, Clarkston, Georgia
- › Dekalb County Pleasantdale Elementary School Replecement, Doraville, Georgia
- › Columbia County Lakeside High School, Evans, Georgia
- › Barrow County Arts & Science Academy Phase II, Winder, Georgia



**JORGE GOMEZ** PE, RCDD  
AUDIO VISUAL & LOW VOLTAGE ENGINEER



Jorge is a Professional Engineer (PE) specializing electronic systems engineering and voice/data structured cabling design. He is the founder and managing partner of J&A Engineering. Jorge has worked in a variety of roles including project manager, electronic system engineer, resident engineering inspector and applications engineer. Specific project experience includes the design of electronic security and telecommunication systems for education, healthcare, public safety, corporate, corrections, multifamily, government, bio-medical, sports/hospitality, aviation and broadcast facilities.

**EDUCATION**

Master of Business Administration  
Georgia State University

Bachelor of Industrial Engineering,  
Institute of Technology

**REGISTRATION/LICENSES**

Professional Engineer  
Georgia

**YEARS WITH FIRM**

20

- › Fulton County Schools Audiovisual Design Services, Atlanta, Georgia
- › Greenville Technical College Health & Life Science Building Audiovisual Design Services, Greenville, South Carolina
- › Texas A&M University Bright Sports Complex Audiovisual Design Services, College Station, Texas
- › Georgia State University School of Law Audiovisual Design Services, Atlanta, Georgia
- › University of Georgia Clark Howell Hall Audiovisual Design Services, Athens, Georgia



**MATT TANNER** P.E., ASCE, AEES, LEED AP  
CIVIL ENGINEER



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

**EDUCATION**

Bachelor of Science in Agricultural  
Engineering, University of Georgia

**REGISTRATION/LICENSES**

Professional Engineer- State of  
Georgia  
GSWCC Level II Certified Design  
Professional  
LEED Accredited Professiona

**YEARS WITH FIRM**

23

- › DeKalb County Schools Elementary School Prototype Facilities
- › DeKalb County Dunwoody High School Addition & Modifications, Dunwoody, Georgia
- › DeKalb County Tucker High School Turf Conversion, Tucker, Georgia
- › DeKalb County Martin Luther King Jr. High School Renovation & Additions, Stonecrest, Georgia
- › DeKalb County Chamblee High School, Chamblee, Georgia
- › DeKalb County Druid Hills High School Renovation & Addition, Druid Hills, Georgia
- › DeKalb County, Arabia Mountain High School – LEED Silver, Stonecrest, Georgia
- › Cobb County Walton High School Replacement Stage 2, Marietta, Georgia

### 5.1.3 WORKLOAD

Our Atlanta team is well equipped to manage the needs of the DeKalb County School District within our existing workload. The table below details the major projects in the Atlanta office and their state of completion. With a local office of 14 architectural staff, we have the capacity and resources available to service this project.

PROJECT	CLIENT	COMPLETION STATUS	ESTIMATED COMPLETION	BUDGETED
Workforce Development Center	Cobb Works	20% Complete	Fall 2024	\$4 Million
Emergency Operations Center	Laurens County	Design 90% Complete	Summer 2024	\$5 Million
Purcell Hall Renovation	North Georgia Technical College	Design 85% Complete	Summer 2024	\$3 Million
Government Facilities	Fulton County	0% Complete	Fall 2025	\$30 Million



5.1.6.1 REFERENCES



EMORY  
UNIVERSITY

Campus Services

April 11, 2022

To Whom It May Concern,

It is my pleasure to recommend PGAL as a lead architectural laboratory design consultant. I have worked with PGAL on several interior lab renovation projects over the past several years at Emory University, most recently on a lab for a new faculty member in the Department of Physics.

It has been my experience, time and again, PGAL has provided thoughtful solutions to design problems while coordinating complex infrastructure upgrades. A few examples include, equipment and space planning, and detailing for both reptile and insect research laboratories to ensure conformance to the animal husbandry and biosafety levels required for each.

In addition, PGAL has consistently met all project milestone deadlines in a timely and professional manner. My experience working with PGAL has been nothing but positive and I look forward to working with them again on future successful projects.

If you should have any questions, please feel free to contact me.

A handwritten signature in black ink, appearing to read "Nate Bruot".

Nate Bruot, AIA  
Project Manager  
Planning, Design, and Construction  
Emory University  
404.713.2559

Emory University  
100 Water Tower Place  
Atlanta, Georgia 30322  
*EEO/AA/Disability/Veteran Employer*



May 26, 2020

RE: Letter of Recommendation – PGAL Architecture

To whom it may concern:

As a Project Manager for the Planning Design & Construction office at Emory University, I have had the pleasure of working with PGAL Architecture on several projects at Emory across the past three years. Without a doubt, PGAL has been a great firm to work with from the initial planning stage to design and through construction administration.

Recently, we partnered with PGAL on a shuttle canopy extension feasibility project for the University's Transportation and Parking Service. Their expertise with parking decks and planning allowed us to draft a high-level budget for the Clairmont Campus Starvine Parking Deck Canopy and Office Renovations very quickly and with a high confidence level.

Additionally, I also worked with PGAL on the Math and Science Center office renovations, where we converted three large classrooms into a new departmental office suite. Their attention to detail and responsiveness really made the difference in delivering this project successfully on time.

I highly recommend PGAL for planning and design services for your future construction project. Their professionalism and expertise combined with a collaborative attitude is not easy to come by these days. If you have any questions on this reference, please do not hesitate to contact me at [andrea.puccini@emory.edu](mailto:andrea.puccini@emory.edu)

Sincerely,

Andrea Puccini

Emory University  
Campus Services, PDC  
Project Manager

Emory University  
301 FM Drive  
Atlanta, Georgia 30322  
*An equal opportunity, affirmative action university*

Tel 404.727.7783  
Fax 404.727.2127

Page 1 of 1



May 18, 2020

To whom it may concern:

I have had the opportunity to work with PGAL on multiple projects at Emory University. The projects varied from wet lab renovations to maintenance consulting within our residential buildings.

PGAL was able to successfully deliver each project. The PGAL team took the time to listen to the end users' needs and vision for the each of the projects. Greg delivered Principal-led management which ensured a high level of follow-through and responsiveness. This resulted in all Client expectations being met and design services being delivered on time and within budget. During construction, the PGAL team made sure that all contractor's RFIs and submittals were addressed in a manner to keep construction moving forward.

I have enjoyed working with Greg and the PGAL team and look forward to having an opportunity to do so again in the future.

Sincerely,

**Josh Gilbert**

Assistant Director | Capital Renewals  
Planning, Design, & Construction | Emory University



ARCHITECTURE  
ENGINEERING  
INTERIORS  
PLANNING

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
DALLAS/FORT WORTH  
DENVER

HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

1425 ELLSWORTH INDUSTRIAL BLYD., STE 15  
ATLANTA, GEORGIA 30318  
404 602 3800

[PGAL.COM](http://PGAL.COM)



**CITY OF ATLANTA**  
 55 Trinity Avenue SW  
 Suite 1350  
 Atlanta GA 30303

**OCCUPATION TAX REGISTRATION CERTIFICATE**  
**VALID ONLY WHEN OCCUPATION REGISTRATION TAX**  
**REQUIREMENTS ARE PAID**

**Business Name:** PGAL, INC      **Business Type(s):** 541310 Architectural Services  
**Business Location:** 1425 ELLSWORTH IND. BLVD SUITE 15      **Mailing Address:** 1425 ELLSWORTH IND. BLVD SUITE 15  
 ATLANTA, GA 30318      ATLANTA, GA 30318  
**Owner:** PGAL  
**License Number:** LGB-088604-2020      **License Type:** General Business License  
**Issued Date:** 2/16/2023      **Classification:** Professional/Scientific/Technical Services  
**Expiration Date:** 12/31/2023

*Mohamed Balla*

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

**TO BE POSTED IN A CONSPICUOUS PLACE**



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Travis R Paul  
1852 Century Place NE  
Suite 201  
Atlanta GA 30345





A pocket-sized license card is below. Above is an enlarged copy of your pocket card.  
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.  
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).  
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Thomas H Wille  
155 Mobile Avenue Ne  
Atlanta GA 30305

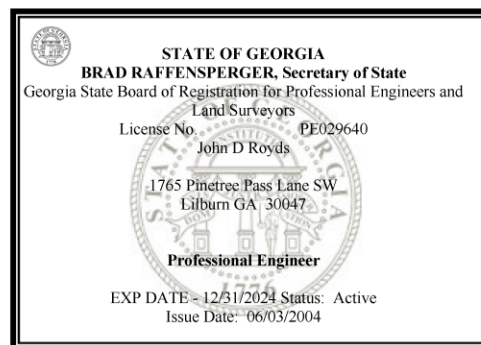




A pocket-sized license card is below. Above is an enlarged copy of your pocket card.  
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237 Coliseum Drive  
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Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

John D Royds  
1765 Pinetree Pass Lane SW  
Lilburn GA 30047





# 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

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

### Associated Licenses

**Relationship:** Employment

**Licensee:** Broadlove Land Planning, Inc.

**License Type:** Engineer Firm

**License #:** PEF003134

**License Status:** Active

**Established:** 10/26/2005

**Association Date:**

**Expiry:**

**Type:** Prerequisites

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: January 18, 2024 16:24:39

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

# 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: 3/24/2023 2:14:01 PM

#### BUSINESS INFORMATION

CONTROL NUMBER	0361507
BUSINESS NAME	PGAL, Inc.
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	03/24/2023
ANNUAL REGISTRATION PERIOD	2023, 2024

#### PRINCIPAL OFFICE ADDRESS

ADDRESS 3131 Briarpark Dr., Ste 200, Houston, TX, 77042, USA

#### REGISTERED AGENT

NAME	ADDRESS	COUNTY
National Registered Agents, Inc.	289 S. Culver Street, Lawrenceville, GA, 30046, USA	Fulton

#### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Beth Funk	CFO	7951 E. Maplewood Ave., Ste 15, Greenwood Village, CO, 80111, USA
Jeff Gerber	CEO	3131 Briarpark Dr. Suite 200, HOUSTON, TX, 77042, USA
Queen Chevis	SECRETARY	3131 Briarpark Dr. Suite 200, HOUSTON, TX, 77042, USA

#### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Queenetta Chevis
AUTHORIZER TITLE	Officer

**ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION**

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

**Owner's Project Specific Information**

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

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

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


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

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

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

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

Name of Architect/Engineer: Gregory Mullin

Signature:  Printed Name: Gregory Mullin

Title: Principal-In-Charge Date: 01/29/2024

Sworn to and subscribed before me this 29th day of January, 2024.

Notary Public:  My commission expires: 04/02/27.

(SEAL)



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

**ATTACHMENT B1: CORPORATE CERTIFICATE**

---

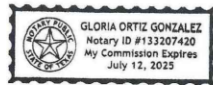
STATE OF Texas  
COUNTY OF Harris

I, Queen Chevis, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Gregory Mullin, AIA who signed said proposal on behalf of the offeror was then Principal-In-Charge 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 Texas.

  
[signature]

Queen Chevis  
[typed name]

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



  
Notary Public

My Commission Expires:  
07/12/2025

**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 Fulton

COMES NOW, PGAL, Inc. ("Offeror"),  
*[Name of Offeror]*

appearing by and through Gregory Mullin, its Principal-In-Charge  
*[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)]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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,

**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,

PGAL, Inc.

*[legal name of Architect]*

1425 Ellsworth Ind Blvd, Suite 15

Atlanta, GA 30318

*[address of Architect]*

404-799-4346

*[telephone number of Architect]*

gmullin@pgal.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):

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>300.00</u> per hour
Director:	\$ <u>285.00</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>250.00</u> per hour
Project Architect:	\$ <u>200.00</u> per hour
Project Manager:	\$ <u>225.00</u> per hour
Project Coordinator:	\$ <u>165.00</u> per hour
Interior Designer:	\$ <u>200.00</u> per hour
Project Captain:	\$ <u>200.00</u> per hour
Technical Staff:	\$ <u>135.00</u> per hour
Contract Administrator:	\$ <u>110.00</u> per hour
Clerical:	\$ <u>90.00</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:	\$ <u>225.00</u> per hour
Scheduler:	\$ <u>225.00</u> per hour
Designer:	\$ <u>150.00</u> per hour
CADD:	\$ <u>90.00</u> per hour
Civil Engineer	\$ <u>175.00</u> per hour
Junior Civil Engineer	\$ <u>140.00</u> per hour
Civil Draftsman	\$ <u>110.00</u> per hour
Structural Engineer	\$ <u>180.00</u> per hour
Junior Structural Engineer	\$ <u>130.00</u> per hour
Structural Draftsman	\$ <u>110.00</u> per hour
Mechanical Engineer	\$ <u>175.00</u> per hour
Junior Mechanical Engineer	\$ <u>150.00</u> per hour
Mechanical Draftsman	\$ <u>110.00</u> per hour
Electrical Engineer	\$ <u>180.00</u> per hour
Junior Electrical Engineer	\$ <u>120.00</u> per hour
Electrical Draftsman	\$ <u>100.00</u> per hour
Fire Protection Engineer	\$ <u>250.00</u> per hour
Junior Fire Protection Engineer	\$ <u>215.00</u> per hour
Fire Protection Draftsman	\$ <u>130.00</u> per hour
FF&E Coordinator	\$ <u>150.00</u> per hour
Others as appropriate	\$ _____ per hour

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Greg Mullin, AIA</u>	<u>Principal-In-Charge and Project Manager</u>
<u>Terrence Charles, AIA</u>	<u>Project Architect</u>
<u>Kelley Park, RIID, AIA</u>	<u>Project Architect and Interior Design</u>
<u>Jackie Restrepo</u>	<u>Project Designer</u>
<u>Matt Tanner, P.E.</u>	<u>Civil Engineer</u>
<u>Thom Wille, P.E.</u>	<u>Mechanical Engineer</u>
<u>John Royds, P.E.</u>	<u>Plumbing/ Fire Protection Engineer</u>
<u>Leah Benincasa, P.E.</u>	<u>Electrical Engineer</u>
<u>Travis Paul, P.E., S.E.</u>	<u>Structural Engineer</u>
<u>Jorge Gomez, P.E. RCDD</u>	<u>A/V and IT Systems Design</u>
_____	_____

Civil: Breedlove Land Planning

Structural: PES Structural Engineering

Mechanical: Johnson Spellman and Assoc.

Plumbing: Johnson Spellman and Assoc.

Electrical: Barnett Consulting Engineers

Kitchen Consultant: Camacho

- c.** The undersigned Architect hereby acknowledges receipt of the following Addenda:  
[insert the number and date of each Addendum; if none, insert "None"]  
Addendum #1, Jan 8,24- Addendum #2 , Jan 12, 24 -  
Addendum #3, Jan 24,24
- 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,

Gregory Mullin  
*[typed name of Architect]*

By:  [signature] [seal]

Gregory Mullin, Principal-In- Charge  
*[typed name and title]*  
1425 Ellsworth ind Blvd, Suite 15  
Atlanta, GA 30318  
*[address of Architect]*

( 404 )799-4346  
*[business telephone number]*

01/30/2024  
*[date of execution]*

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

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 5 of 5

N/A

**(For Joint Venture Proposals)**

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

Respectfully submitted \_\_\_\_\_,  
*[typed name of Joint Venture]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

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.

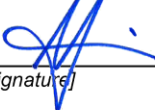
Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This 31st day of January, 2024

PGAL, Inc.  
[insert name of Offeror]

and

Gregory Mullin  
[insert name of Individual And Representative Affiant]

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

Principal-In-Charge  
[insert title]

Individual Affiants' signatures and names:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
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x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

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

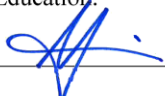
Notary Public:  My commission expires: 04/02/2027  
(SEAL)





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

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

Signature:  \_\_\_\_\_

Printed Name: Gregory Mullin

Firm Name: PGAL, Inc.

Date: 01/30/2024

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

Personally known:  \_\_\_\_\_

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

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

Notary Public – State of Georgia

My Commission Expires 04-02-2027

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 January, 2024.

Gregory Mullin

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

By:  \_\_\_\_\_

Printed name: Gregory Mullin

Printed Title: Principal-In-Charge

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)      **(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)      **(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)      **(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,



**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:

ARCHITECT:

DEKALB COUNTY BOARD OF EDUCATION

\_\_\_\_\_

By: \_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

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

\_\_\_\_\_  
[Printed Name]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

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

1701 Mountain Industrial Blvd.

\_\_\_\_\_

Stone Mountain, Georgia 30083  
[Printed Address]

\_\_\_\_\_  
[Printed Address]

\_\_\_\_\_  
[Date of Execution]

\_\_\_\_\_  
[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.

\_\_\_\_\_  
Company Name / Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
BY: Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## 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 \_\_\_\_\_ (*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.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
BY: Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Subcontractor Company Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_