

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

**Design
Professional:** MOSA ARCHITECTS

**Design
Professional Address:** 2386 Clower Street SW Suite E202
Snellville, GA 30078

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

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and MOSA ARCHITECTS, authorized to do business in the State of Georgia, whose business address is 2386 Clower Street SW, Suite E202, Snellville, GA 30078 (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 Monica Fenderson as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Contract. For each Work Authorization, DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, DESIGN PROFESSIONAL acknowledges that the Principal in Charge and Representative(s)

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

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

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

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

ARTICLE 2

OWNER'S RESPONSIBILITIES

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

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

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

ARTICLE 3

SCHEDULE

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

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

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

ARTICLE 4

COMPENSATION

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

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

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

ARTICLE 5

OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

ARTICLE 6

MAINTENANCE OF RECORDS

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

ARTICLE 7

INDEMNITY

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

ARTICLE 8

ERRORS AND OMISSIONS INSURANCE

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

ARTICLE 9

OTHER INSURANCE

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

ARTICLE 10

SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF

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

ARTICLE 11

WAIVER OF CLAIMS

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

ARTICLE 12

TERMINATION OR SUSPENSION

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

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

ARTICLE 13

PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 14

CONFLICT OF INTEREST

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

ARTICLE 15

APPLICABLE LAW

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

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 18

COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER

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

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

ARTICLE 19

ASBESTOS STATEMENT

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

ARTICLE 20

MANDATORY ADDENDUM TO THE OWNER/DESIGN PROFESSIONAL AGREEMENT

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

ARTICLE 21

ENTIRE AGREEMENT

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

ARTICLE 22

MODIFICATION

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

ARTICLE 23

NOTICES AND ADDRESS OF RECORD

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

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

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

**MOSA ARCHITECTS
2386 Clower Street SW, Suite E202
Snellville, GA 30078**

ATTENTION: Monica Fenderson

- 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

<u>Name</u>	<u>Function</u>
Monica Fenderson	Principal Architect
Taylor Upton	Architectural Designer
Kayla Samuels	Lead Interior Designer
Aditi Buche	Junior Interior Designer
Brea Folsom	Junior Interior Designer

EXHIBIT "D"

RATE SCHEDULE

ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 1 of 5

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

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

Monica Fenderson
[legal name of Architect]

2386 Clower St.
Suite E202 Snellville GA 30078
[address of Architect]

4049185433
[telephone number of Architect]

monica@mosaarchitects.com
[email address of Architect]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>250</u> per hour
Director:	\$ <u>200</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>180</u> per hour
Project Architect:	\$ <u>150</u> per hour
Project Manager:	\$ <u>150</u> per hour
Project Coordinator:	\$ <u>120</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>100</u> per hour
Technical Staff:	\$ <u>90</u> per hour
Contract Administrator:	\$ <u>75</u> per hour
Clerical:	\$ <u>65</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:	\$ _____	per hour
Scheduler:	\$ _____	per hour
Designer:	\$ _____	per hour
CADD:	\$ _____	per hour
Civil Engineer	\$ _____	per hour
Junior Civil Engineer	\$ _____	per hour
Civil Draftsman	\$ _____	per hour
Structural Engineer	\$ _____	per hour
Junior Structural Engineer	\$ _____	per hour
Structural Draftsman	\$ _____	per hour
Mechanical Engineer	\$ _____	per hour
Junior Mechanical Engineer	\$ _____	per hour
Mechanical Draftsman	\$ _____	per hour
Electrical Engineer	\$ _____	per hour
Junior Electrical Engineer	\$ _____	per hour
Electrical Draftsman	\$ _____	per hour
Fire Protection Engineer	\$ _____	per hour
Junior Fire Protection Engineer	\$ _____	per hour
Fire Protection Draftsman	\$ _____	per hour
FF&E Coordinator	\$ _____	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>MONICA FENDERSON</u>	<u>Principal Architect</u>
<u>TAYLOR UPTON</u>	<u>Architectural Designer</u>
<u>KAYLA SAMUELS</u>	<u>LEAD INTERIOR DESIGNER</u>
<u>ADITI BUCHE</u>	<u>Junior Interior Designer</u>
<u>BREA FOLSOM</u>	<u>Junior Interior Design</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 3 of 5

Civil: _____
Structural: _____
Mechanical: _____
Plumbing: _____
Electrical: _____
Kitchen Consultant: _____

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

(3 Addenda) Jan 8th (1) Jan 12 (2) Jan 24 (3)
2024

- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

MONICA FENDERSON
[typed name of Architect]

By: Monica Fenderson [signature] [seal]

Monica Fenderson Principal
[typed name and title]

2386 Clower St. Suite 5202
[address of Architect] Shellville GA

1678 580-5784
[business telephone number] 30078

1.29.2024
[date of execution]

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 5 of 5

(For Joint Venture Proposals)

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

Respectfully submitted NA _____
[typed name of Joint Venture]

By: NA _____
[typed name of Joint Venture partner]

By: NA _____ [seal]
[signature]

NA _____
[typed name and title]

NA _____
[address of Joint Venture partner]

NA _____
[business telephone number]

NA _____
[date of execution]

By: NA _____
[typed name of Joint Venture partner]

By: NA _____ [seal]
[signature]

NA _____
[typed name and title]

NA _____
[address of Joint Venture partner]

NA _____
[business telephone number]

NA _____
[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



Proposal for Professional Architectural and Engineering Services

RFQu No. 24-752-017

DEKALB COUNTY SCHOOL DISTRICT | DEKALB COUNTY BOARD
OF EDUCATION

February 1st, 2024

MOSA|ARCHITECTS
ARCHITECTURE | INTERIORS | REAL ESTATE

2386 CLOWER STREET SW SUITE E202
SNELLVILLE GA 30078
WWW.MOSAARCHITECTS.COM
678 580 5784

February 1st, 2024
Belinda Quillet, Senior Procurement Manager
belinda_quillet@dekalbschoolsga.org
678-676-1373
DeKalb County School District – Procurement
1300 Commerce Drive
Decatur, GA 30030

MOSA|ARCHITECTS
2386 Clower Street SW Suite E202
Snellville, GA 30078
www.mosaarchitects.com
678 580 5784

Subject: Proposal for Professional Architectural and Engineering Services

Dear Belinda Quillet and DeKalb County School District,

As President/CEO of MOSA Design Studios (DBA MOSA Architects), we thank you for the proposed opportunity. We are thrilled about the possibilities that our team of skilled professionals can deliver. Our multidisciplinary firm prides itself on the delivery of exceptional, tailor-made design ideas and collaborative solutions with a combination of architectural design and engineering services from qualified individuals.

We recognize that projects provided by this RFQ will vary in size and complexity. However, our dedication and enthusiasm for each awarded project will not be limited by these factors; instead, it will be amplified by the expertise of our proposed project team through these factors:

- **Cumulative years of experience with plan review and building code analysis; a vast knowledge and involvement in the International Code Council**
- **Creative problem-solving skills through efficient and innovative design processes**
- **Adaptable firm structure and services specialized to meet every client's unique needs**
- **Extensive network in the industry to fulfill diverse requirements in interior architecture and interior design**

At MOSA, we are committed to meeting client responsibilities with a successful blend of design expertise and practical experience and look forward to working with you on the proposed opportunity.

Sincerely,



Monica Fenderson, AIA, NCARB, LEED GA
President and CEO, Point of Contact
404-918-5433
monica@mosaarchitects.com

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We pride ourselves on being able to offer dedicated customer service with the technical reach-back of a global A-E firm. Key advantages of MOSA compared to other firms include:

The MOSA Advantage

1

We Listen.

Our goal is to ensure that we exceed the needs of any opportunity with design that is a direct reflection of the Client and their needs through a responsive and cost-effective design process for every project.

2

We are Dedicated.

We believe that great design is better design by having collaborative efforts of every voice on the team. With each opportunity, our growing network of partners and team members opens the door for our process to meet the needs of every project.

3

We are Honest.

As a staple to how we work and who we are as a team, we believe that integrity is essential to ensure that throughout each design phase we are achieving goals and pushing towards success.

4

We are Innovative.

With each opportunity, we are committing ourselves to produce effectively through sustainability in design and process that will emphasize the importance of building a world that continues to grow and create a foundation of inclusivity and diversity.

5

We are Agile.

From our collective team of professionals with a variety of skillsets within the design industry, our team has the capabilities to provide for every need in a comprehensive suite of A&E services.

We understand that every project can be successful with the right team and with the right systems in place. MOSA is nimble to adapt for a seamless, collective effort with all of our clients and potential partners. With the flexibility to integrate with other disciplines in the design industry, we are capable of filling in any missing pieces to any project.

No matter the complexity of a project, our team has the tools to provide a comprehensive suite of services that make project management and the design process simple. With tools such as a pre-design intake, we are able to capture programming and design needs at the beginning working closely with your team. We believe it is critical to have design standards and checklists that the Senior design team leads support staff and partners through in order to have a consistent and thorough end product.

After proven success with our design process and how we ensure that we exceed your expectations, we are able to maintain meeting schedule deadlines and milestones by having constant communication and integrity between stakeholders and the design team. We often host weekly or bi-weekly meetings between team members to review progress and updates, use technology and software that allows for easier access between the team and the client, as well as having internal systems that track project deliverables simultaneously with team progress.



PHASE	DETAILS	Q3			Q4		Q1 2024	PROJECT END
		SEP	OCT	NOV	DEC	JAN		
1	Concept/Schematic Design 9/29/2023 - 10/4/2023 - Create schematic design layout - Budget							
2	Design Development 10/4/2023 - 10/18/2023 - Finalize deliverables - Finalize design concept - Determine specifications and procurement							
3	Construction Documents 10/18/2023 - 12/19/2023 - Develop and complete construction documentation - Permit Expediting - Bidding/Procurement							
4	Construction/Const. Administration 1/2/2023 - 1/29/2023 - Project Punchlist - Field Verification & Reports							

Ex. Project Schedule

4.3.1 Company Certification

4.3.1.1 State the legal name of the entity submitting and if Firm submitting is a corporation joint venture, or partnership.

MOSA Design Studios (DBA MOSA Architects) is a Gwinnett County based minority woman-owned business enterprise (MWBE), disadvantaged business enterprise (DBE), and women's business enterprise (WBENC) certified. Our firm is submitting this proposal as a single entity.

4.3.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State.

MOSA Design Studios (DBA MOSA Architects) is legally authorized to do business in Georgia. Please refer to our submission documents for our copy of the certificate of registration from the Georgia Secretary of State.

4.3.2 Company Registration and Compliance

4.3.2.1 Provide copy of current Georgia Professional Registration for Architect

Monica Fenderson is legally authorized and licensed to do business in Georgia to perform Architectural Services for your project needs. Please refer to our submission documents for a copy of Ms. Fenderson's current Georgia Professional Registration.

4.3.2.2 If Firm is a joint venture, provide copy of the joint venture agreement

MOSA Architects is submitting as a single entity and is not a part of a joint venture.

4.3.3 Company Operations

4.3.3.1 State number of years in business.

MOSA Design Studios (DBA MOSA Architects) has been in business and operating for 15 years since February 2009.

4.3.3.2 State the location, address, and telephone number of Firm’s offices.

MOSA Architects is located in Gwinnett County, GA at 2386 Clower Street SW Suite E202, Snellville, GA 30078. The Firm telephone number is (678) 580-5784.

4.3.3.3 Submit the names of owners, officers or principals in charge

Monica Fenderson is the sole Owner and current Principal in Charge of MOSA Architects.

4.3.4 Conflict of Interest

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

MOSA Architects does not have any existing or potential conflicts of interest.

4.3.5 Financial Resources

4.3.5.1 Financial Statement. The Firm’s financial capability is to be expressed in the financial statement (audited financial current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project. A certified audit is preferred; however, the Firm’s most recent tax return and balance sheet will be accepted.

MOSA Architects is a small business registered as a DBE and MWBE with multiple resources and financial stability to ensure the completion of every project. Please refer to our submission documents for a copy of the most recent tax return and balance sheet that demonstrates the capabilities of the Firm.

4.3.5.2 Insurance Capacity. Firms must provide evidence that they have all insurance coverages as specified in A/E contract included with this RFQu (See Appendix I).

Please refer to our submission documents for evidence of the insurance coverages as specified in the A/E contract included with the RFQu.

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

MOSA Architects and its professionals have never been terminated from a design project within the past fifteen (15) years of operation. Our firm and its professionals currently do not have any judgements, claims, arbitration, or mediation proceedings pending or outstanding. Our firm and its professionals have not filed any lawsuits or requested arbitration or mediation proceedings pending in regard to any of our projects within the past fifteen (15) years of operation.

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

MOSA Architects does not have any Errors & Omissions or Professional Liability claims filed against the firms' policy in the last two years.

5.1.1 Architectural Experience

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. (List no more than 10 projects and do not list projects which were not completed by your firm or completed more than ten years ago)

MOSA Architects has included 8 past performance references on the following pages to demonstrate our similar work with past and current customers.

1. Memorial Hall
2. Michelin Nextraq
3. University of Alabama
4. Thomas Street Art Complex ADA Study
5. Georgia State University Nursing Simulation Center
6. Talladega College
7. INK – Interactive Neighborhood for Kids
8. Fulton County Jail Renovation

MOSA takes pride in bringing the best professionals in the business for each and every project and do not rely on stock solutions, but experience and practical solutions. We develop realistic remedies that provide innovative ideas that address and respond to the particular issues of each project. We work as part of your team to capture the project brief and vision and work with you to map the journey forward. We continue to measure, assess, and engage at all stages to ensure the vision and core principles are maintained.

As a firm with a focus on Architecture, Interior Architecture, and Interior Design our approach through each design phase is an emphasis on safety, integrity, collaboration, and quality – guaranteeing your vision becoming a reality.

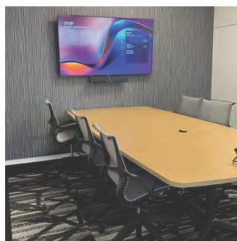
Our past performance demonstrates evidence of our skills and services in providing building code analysis, branding and graphics, interior build outs and renovations, construction documentation, interior design, BIM modeling development and management, and construction administration.

1. Memorial Hall – University of Georgia Interior Renovation	
Location	101 Sanford Dr, Athens, GA 30602
Firm Responsibility	Interior Design Construction Administration
Project Owner	Owner: University of Georgia Architects Facility Planning Address: 1180 East Broad Street, Athens, GA 30602 Telephone Number: 706-340-1883 Facsimile Number: N/A
Project User	User: Arzu Yilmaz, Senior Project Manager University of Georgia Architects Address: 1180 East Broad Street, Athens, GA 30602 Telephone Number: 864-650-6433
Construction Completion	August 2023
Size of Project	7391 SF
Construction Cost	\$1,000,000 One Million Dollars
Staff Responsibilities	Programming, FF&E Specifications, Construction Documentation, Construction Administration Field Reports, RFI Coordination, Closeout
Key Personnel	Monica Fenderson: Code Analysis, Architect Kayla Samuels: Interior Designer Aditi Buche: Project Administrator



2. Michelin Nextraq | Office Renovation

Location	303 Perimeter Center N STE 800, Atlanta, GA 30346
Firm Responsibility	Interior Design Construction Administration
Project Owner	Owner: Michelin Connected Fleet Address: 1 Parkway S. Greenville SC 29615 USA Telephone Number: 864-458-5000 Facsimile Number: N/A
Project User	User: Anderson Abernathy, VP of Marketing Address: 303 Perimeter Center N STE 800, Atlanta, GA 30346 Telephone Number: 800-358-6178
Construction Completion	June 2023
Size of Project	22,000+ SF
Construction Cost	\$1,500,000 One Million Five Hundred Dollars
Staff Responsibilities	Programming, FF&E Specifications, BIM Modeling Management, 3D Renderings, Construction Documentation, Construction Administration Field Reports, RFI Coordination, Closeout
Key Personnel	Monica Fenderson: Principal in Charge Kayla Samuels: Lead Interior Designer Aditi Buche: Junior Interior Designer Brea: Junior Interior Designer



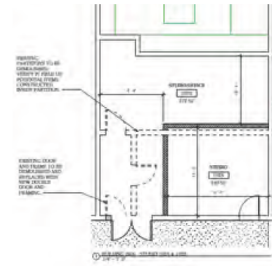
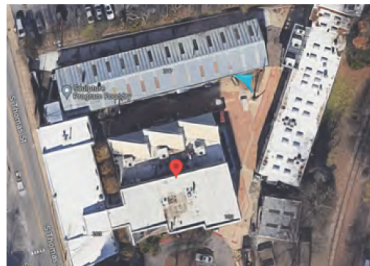
3. University of Alabama – Vie at University Downs | Architectural Refresh

Location	120 15th St E, Tuscaloosa, AL 35401
Firm Responsibility	Architect of Record Interior Design Construction Administration
Project Owner	Owner: Vie Development LLC Address: 80 SW 8th St. Suite 2000 Miami, Florida Telephone Number: 786-899-2954 Facsimile Number: N/A
Project User	User: University of Alabama Address: 120 15th St E Tuscaloosa, AL 35401 Telephone Number: 205-847-5813
Construction Completion	May 2020
Size of Project	5,000+ SF
Construction Cost	\$2,000,000 Two Million Dollars
Staff Responsibilities	Programming, FF&E Specifications, BIM Modeling Management, 3D Renderings, Construction Documentation, Permit Expediting, Construction Administration Field Reports, RFI Coordination, Closeout
Key Personnel	Monica Fenderson: Architect of Record



4. Thomas Street Art Complex – UGA | Building Code & ADA Feasibility Study

Location	S Thomas St, Athens, GA 30601 – A collection of 4 buildings total
Firm Responsibility	Architect of Record
Project Owner	Owner: University of Georgia Architects Facility Planning Address: 1180 East Broad Street, Athens, GA 30602 Telephone Number: 706-340-1883 Facsimile Number: N/A
Project User	User: Mary Hallam Pearse Lamar Dodd School of Art Address: S Thomas St, Athens, GA 30601 Telephone Number: 706-542-1511
Construction Completion	Analysis and feasibility were completed December 2022
Size of Project	28,414 SF
Construction Cost	No construction was completed for this project.
Staff Responsibilities	Programming, BIM Modeling Management, Laser Scanning Survey, Building Code Analysis, ADA Feasibility Study, Construction Documentation, Construction Administration Field Reports, RFI Coordination, Closeout
Key Personnel	Monica Fenderson: Principal in Charge Kayla Samuels: Interior Designer Aditi Buche: Project Administrator



5. Nursing Simulation Center – Georgia State University Interior Renovation	
Location	140 Decatur St. SE, Atlanta, GA 30303
Firm Responsibility	Interior Design Construction Administration
Project Owner	Owner: Georgia State University Facility Management Address: 1180 East Broad Street, Athens, GA 30602 Telephone Number: 404-413-0700 Facsimile Number: N/A
Project User	User: Todd Cook, Director Facilities Design & Construction Address: 34 Broad Street, 11th Floor, Atlanta, GA 30303 Telephone Number: 404-413-0742
Construction Completion	October 2023
Size of Project	10,000 SF
Construction Cost	\$4,900,000 Four Million Nine Hundred Thousand Dollars
Staff Responsibilities	Programming, FF&E Specifications, BIM Modeling Management, 3D Renderings, Construction Documentation, Construction Administration Field Reports, RFI Coordination, Closeout
Key Personnel	Kayla Samuels: Interior Designer



6. Talladega College Feasibility Study & Interior Renovation	
Location	627 Battle St W, Talladega, AL 35160 – Multiple locations on campus
Firm Responsibility	Architect of Record Construction Administration
Project Owner	Owner: Talladega College Facilities Management Address: 627 Battle St W, Talladega, AL 35160 Telephone Number: 256-761-6590 Facsimile Number: N/A
Project User	User: Brian Banks, VP Thompson Facilities Address: 1741 Business Center Dr Suite 200, Reston, VA 20190 Telephone Number: 703-757-5500
Construction Completion	May 2021
Size of Project	50,000 SF – multiple locations total
Construction Cost	\$350,000 Three Hundred Fifty Thousand Dollars – Interior Renovation of Swayne Hall only
Staff Responsibilities	Programming, FF&E Specifications, BIM Modeling Management, Laser Scanning Survey, Building Code Analysis, ADA Feasibility Study, 3D Renderings, Construction Documentation, Construction Administration Field Reports, RFI Coordination, Closeout
Key Personnel	Monica Fenderson: Architect, Principal in Charge Kayla Samuels: Interior Designer



7. INK – Interactive Neighborhood for Kids | Design + Build

Location	McClure Dr + Main St Lot 52 – 8th District Oakwood, GA
Firm Responsibility	Architect of Record
Project Owner	Owner: City of Oakwood Address: 4035 Walnut Circle Oakwood, GA 30566 Telephone Number: 770-534-2365 Facsimile: 770-297-3223
Project User	User: B.R. White, City Manager Planning Department Address: 4035 Walnut Circle Oakwood, GA 30566 Telephone Number: 770-534-2365
Construction Completion	TBD
Size of Project	50,000 SF
Construction Cost	\$10,000,000 Ten Million Dollars
Staff Responsibilities	Programming, FF&E Specifications, BIM Modeling Management, 3D Renderings, Construction Documentation, Permit Expediting
Key Personnel	Monica Fenderson: Architect, Principal in Charge



8. Fulton County Jail – Administration Office Interior Renovation	
Location	901 Rice St NW, Atlanta, GA 30318
Firm Responsibility	Architect of Record Interior Design Construction Administration
Project Owner	Owner: Fulton County Address: 141 Pryor St. SW Atlanta, GA 30303 Telephone Number: 404-612-4000 Facsimile: N/A
Project User	User: Amanda Pritchett, Chief of Staff to Sheriff Patrick "Pat" Labat Fulton County Sheriff's Office Justice Center Tower Address: 185 Central Avenue, S.W., 9th Floor Atlanta, GA 30303 Telephone Number: 404-613-2372
Construction Completion	February 2022
Size of Project	3,500 SF
Construction Cost	\$300,000 Three Hundred Thousand Dollars
Staff Responsibilities	Programming, FF&E Specifications, BIM Modeling Management, Construction Documentation, Permit Expediting
Key Personnel	Monica Fenderson: Architect, Principal in Charge Kayla Samuels: Interior Designer



5.1.2 Proposed Project Staff and their Functions

5.1.2.1 Organization Chart: Develop an organization chart as it relates to the Project indicating key personnel, their relationship, and all consultants to be used on this project.

5.1.2.2 The firm shall name the actual staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the intent that the proposed staff shall be assigned to this Project unless otherwise approved by Owner. The staff shall be present at the time of interview.

5.1.2.3 Give brief resumes of key persons to be assigned to the Project

The MOSA team members proposed in the response were selected because of their experience, skills and commitment to the vision of any project need. Key personnel from MOSA Architects with support from our local office will provide the DeKalb County School District with the attention and ability to access an interdisciplinary practice. An integrated team of professionals within the same organization, we take advantage of the many opportunities to collaborate on projects, design strategies and best practices. Each individual brings unique strengths to this team, as well a passionate commitment to sustainability, design excellence and to all communities.



Kayla Samuels Assoc. IIDA, Allied ASID
Lead Interior Designer



Taylour Upton Assoc. AIA, NOMA, LEED GA
Architectural Designer



Monica Fenderson NCARB, AIA, LEED GA
Owner / Principal in Charge



Brea Folsom
Junior Interior Designer



Aditi Buche, Allied ASID
Junior Interior Designer / Project Coordinator



MOSA|ARCHITECTS

MONICA FENDERSON

NCARB, AIA, LEED GA

OWNER / PRINCIPAL-IN-CHARGE

EDUCATION

- BS Architecture, Tuskegee University

REGISTRATIONS

NCARB Record Holder of:

- Registered Architect in AL, AR, CO, CT, DE, FL, GA, MD, NC, PA, SC, TN, TX, VA, MS, NV, OH, NY, NJ, MI

U.S Green Building Council LEED GA

AREAS OF EXPERTISE

- Architecture
- Planning and Development
- Building Code Compliance and Analysis
- Interior Design
- Sustainable Design

AFFILIATIONS

- American Institute of Architects
- National Council of Architectural Registration Board
- American Planning Association
- Metro Atlanta Inspectors Association
- Tuskegee Architecture and Construction Alumni Association Executive Board
- AIA NEGA Director of Public Awareness
- NOMA Committee Chair
- Dekalb County Peer Review

PAST EXPERIENCE

- Turner Associates – 4 years

PERSONAL OVERVIEW

Monica Fenderson is the Owner of MOSA Architects for 15 years. As an architect with over 20 years experience, Mrs. Fenderson will serve as the Principal-In-Charge and Lead Architect of your projects showcasing her versatile talents through diligent research, planning, and development of each project. Her professional portfolio includes polished work from multiple interdisciplinary fields under those of commercial, residential, and government realms.

Mrs. Fenderson’s experiences have refined her skills to implement integrative design and strong emphasis on the evaluations of the architecture, building systems, and code compliance with state and county ordinances. Mrs. Fenderson continues to explore the field of architecture through continued education from her membership of various national and international organizations. With a loyal devotion to providing each client quality and accurate work, Mrs. Fenderson uses her evolving knowledge to push for excellence.

RELEVANT PROJECT EXPERIENCE

Dekalb County Juvenile Courts, Dekalb County, GA: Architectural Designer

Led the effort for architectural design team to complete the new construction of the Dekalb County Juvenile Courts. Managed and developed CAD and produced full architectural documents for the 110,000SF project.

INK, Inc. Oakwood, GA: Principal, Architect-of-Record

Led the effort for new construction of a larger space for the INK non-profit group. Prepared Architectural and Interior Design as the Architect of Record.

University of Alabama, Vie University Downs Apartments, AL: Architect of Record

Led the effort and provided architectural services for a \$1.2M interior renovation program of a multi-family project centrally located to University of Alabama. The renovation included an enhanced front lobby, business office, fitness, amenity area / pool, and recreation areas with multiple interior design options.

New Mercies Youth Center, GA: Architect of Record

Provided Interior Design services for a Sunday class, elementary school sanctuary, middle School sanctuary, daycare, music/dance room for a 20,000 SF renovation.



MOSA|ARCHITECTS

TAYLOUR UPTON
ASSOC. AIA, NOMA, LEED GA

ARCHITECTURAL DESIGNER

EDUCATION

- Master of Architecture, University of Cincinnati
- BS Architecture, Ohio State University

REGISTRATIONS

- U.S Green Building Council LEED GA

AREAS OF EXPERTISE

- Architecture
- Planning and Development
- Building Code Compliance and Analysis
- Sustainable Design
- BIM Modeling Development & Management

AFFILIATIONS

- American Institute of Architects
- Equity in Architecture (EQiA) (AIA Georgia)
- National Organization of Minority Architects (NOMA)
- Black Women in Architecture (BWA) Network

PAST EXPERIENCE

- Cooper Carry – 3 years

PERSONAL OVERVIEW

Taylour Upton is an architect with over 5 years' experience in Architecture. Ms. Upton will serve as an Architectural Designer through her extensive knowledge and education of Architecture and Urban Planning for each project. Her professional portfolio includes remarkable work from multiple interdisciplinary fields under those of commercial, residential, higher education, and mixed-use/retail realms.

As an inquisitive and goal-oriented individual dedicated to design equity, Ms. Upton aims to acquire extensive experience in various aspects of the architectural profession. This includes schematic design, construction documents, client communication, and construction administration. Seeking exposure in these areas, Ms. Upton envisions a constructive pathway to contribute a diverse, innovative perspective to the ever-changing field and built environment.

RELEVANT PROJECT EXPERIENCE

MSM Student Housing – Atlanta, GA: Architectural Drafter

Developed and completed full architectural construction documents and provided project coordination skills for the design + build of 187 student housing units. This project was a part of an expansion to the Atlanta University Center for the Morehouse School of Medicine Housing Complex. Construction Completed June 2020.

Chabad House – Toledo, OH: Job Captain/Architectural Drafter

Successfully completed the design and development of a new synagogue. This included meticulous site analysis and a thorough examination of local building codes, ensuring a seamless integration of the structure within its environment while meeting all regulatory standards. This project is about 9,758 SF and was completed in 2020.

Trianon South Park – Charlotte, NC: Job Captain/Architectural Drafter

Orchestrated and championed a small architectural team to provide full architectural services for a new mixed-use development including multi-family housing. The project encompassed a thoughtful blend of residential, commercial, and recreational spaces. From concept to completion, Taylour's adept management ensured a cohesive design that seamlessly integrated various elements, contributing to the success of the vibrant mixed-use community. This project is currently still underway, and construction has not yet begun. Roughly, this development consisted of upwards of 700 multi-family housing units, 20+ townhomes, and 60,000+ SF of retail and restaurant spaces.



MOSA|ARCHITECTS

ADITI BUCHE
ALLIED ASID

JUNIOR INTERIOR DESIGNER
/ PROJECT COORDINATOR

EDUCATION

- BFA in Interior Design, University of Maharashtra, India
- AAS in Interior Design, Gwinnett Technical College

REGISTRATIONS

- American Society of Interior Designers, Allied

AREAS OF EXPERTISE

- Interior Design
- Project Management and Development
- Construction Document Development
- BIM Modeling Management and Development

PAST EXPERIENCE

- N/A

PERSONAL OVERVIEW

Aditi Buche is a Junior Interior Designer at MOSA Architects, LLC. With her extensive knowledge and education in Interior Design, she demonstrates that throughout each design in her 2 years of experience within the industry. Her education has solidified her interest in new aspects of design and technology, as well as allowed her to master applications like Revit and AutoCAD. During her time at GTC, she was invited to join the National Technical Honor Society and Phi Theta Kappa. From her experience she has quickly grown into a position demonstrating key leadership skills and a management style that ensures the success of any project.

Her enthusiasm for immersing herself in diverse cultures has given her an eye for many architectural styles, which she enjoys incorporating into all of her work. She intends to put her skills to good use and work in the interior design field. Her past enthusiasm for painting also serves as inspiration to her designs in which she could explore her artistic endeavors, as she feels that one's passion should be included in one's work.

RELEVANT PROJECT EXPERIENCE

Michelln Interior Renovation, GA: Project Coordinator

Assisted the Lead Interior Designer by attending and documenting client meetings, delegating tasks to design team and coordination with project consultants, preparing design presentations, providing material specifications to furniture consultants, and providing construction administration services. At approximately 22,000+ SF, this project was completed in June 2023.

La Quinta by Wyndham, GA: Lead Interior Designer

Developed interior concept and FF&E specifications to renovate and upgrade the amenities and first floor of an existing La Quinta location averaging 15,000+SF. Coordinated directly with La Quinta marketing team and location general manager to develop construction documents and review branding and graphic details.

Georgia Institute of Technology, GA: Project Coordinator

Surveyed and created existing condition data for 75 buildings to review and assess their historical value and future campus plans for renovations, wayfinding, and campus district upgrades. Coordinated between client, design team, and institute stakeholders for project completion. The report included information about Life Safety and ADA Accessibility, campus master planning design concepts, and a record of each building's construction and exterior detailing.



MOSA|ARCHITECTS

KAYLA SAMUELS
ASSOC. IIDA, ALLIED ASID

LEAD INTERIOR DESIGNER

EDUCATION

- AAS in Interior Design, Gwinnett Technical College

REGISTRATIONS

- American Society of Interior Designers, Allied
- International Interior Design Association, Allied

AREAS OF EXPERTISE

- Interior Design
- Project Management and Development
- Construction Document Development
- BIM Modeling Management and Development
- Branding & Graphics Development and Management

PAST EXPERIENCE

- N/A

PERSONAL OVERVIEW

Kayla Samuels is the Lead Interior Designer for MOSA Architects, LLC. With over 3 years of experience in her position, Ms. Samuels is an enthusiastic designer that is inspired by diversity, design, and art. She has multiple talents that explore various design and creative outlets. With a hunger for knowledge and betterment of her community, she pushes to expand her developing skills in Interior Design to showcase thought provoking and timeless spaces.

Ms. Samuels's duties include curating schematic designs through BIM/CAD Modeling management and development, translating client visions to working drawings and spaces, sourcing appropriate furnishings, finishes, and equipment, as well as, overseeing the design development process for various projects. Her efforts and innovation with design have shown through with previous projects that range from corporate offices to mixed use developments. From translating thought to matter, her skills in organization and attention to detail add value to long term client satisfaction.

RELEVANT PROJECT EXPERIENCE

Michelin Interior Renovation, GA: Lead Interior Designer

Implemented the conceptual and schematic designs for the new 22,000+SF tenant space. Developed branding/graphic elements with the Michelin corporate marketing team and utilized BIM Modeling skills to develop 3D renderings that demonstrated selections for all FF&E materials and elements. Utilizing the 3D renderings expedited decision making from the Client and ensured quality and accuracy for FF&E vendor installment. Completed construction administration to ensure proper installation of FF&E.

University of Georgia – Memorial Hall, GA: Lead Interior Designer

Provided full interior design services using BIM/CAD modeling and documentation, producing 3D renderings, FF&E specifications, and completing construction administration duties. Construction administration tasks included walk throughs with the contractor and sub-consultants on site, documenting progress and construction updates, reviewing and documenting solutions for RFIs, and participating in bi-weekly review meetings with the client.

Georgia State University, GA: Lead Interior Designer

Developed interior concept with partnered architectural team and led the effort for complete interior design services including design presentations, BIM modeling, material and FF&E sourcing, construction documentation, and construction administration for a 10,000+SF Nursing Simulation Center.



MOSA|ARCHITECTS

BREA FOLSOM

JR. INTERIOR DESIGNER

EDUCATION

- BS in Public Health, Brigham Young University
- AAS in Interior Design, Gwinnett Technical College

AREAS OF EXPERTISE

- Interior Design
- Project Management and Development
- Construction Document Development
- BIM Modeling Management and Development

PAST EXPERIENCE

- N/A

PERSONAL OVERVIEW

Brea Folsom is an Interior Designer at MOSA Architects, LLC with 2 years of experience in the design industry. With a previous education in Public Health, Interior Design has allowed her to combine both in the design profession. Her mission is to create beautiful spaces that meet the client's needs, aesthetics, and goals, focusing on functionality. It is Ms. Folsom's understanding that the needs of each client are unique, allowing her to use her skills to help clients enjoy their space.

Throughout her studies at Gwinnett Technical College, she has worked to refine her skills. Her education has solidified her interest in new aspects of design and technology, as well as allowed her to master BIM applications. As a hardworking and passionate designer, she has honed her Revit and AutoCAD skills and currently working towards obtaining certification in both software programs. In addition to her skills in these programs, Ms. Folsom is a problem solver and a creative thinker, and her past work and school experiences have shaped her effective communication.

RELEVANT PROJECT EXPERIENCE

Reinvestment Fund, GA: Lead Interior Designer

Implemented the conceptual and schematic designs for the new tenant space. Developed and managed the BIM model used for documentation and 3D renderings. Created and managed the development of construction documents including elevations, lighting design and specification, visual concept presentations, and FF&E sourcing and selections. This space is 3,500+SF and construction was completed in March 2023.

Genesis Event Hall, GA: Lead Interior Designer

Provided design development and CAD drafting services for renovations of an existing event hall. Organized and produced working construction documentation that included interior elevations, FF&E specifications, and lighting design plans. Coordinated with local jurisdiction to expedite permitting. This project is 8,500+SF and construction was completed Jan. 2023.

Swarovski, Multiple Locations: Project Designer

Reviewed and documented as-built plans with minor renovations for multiple Swarovski retail locations. Coordinated with local jurisdictions to expedite permitting. Managed design team to ensure designs met building code standards.

5.1.3 Workload

5.1.3.1 Firms and their sub-consultant(s) shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, and dollars committed on open project workload.

MOSA Architects proudly celebrates the expertise and dedicated team required to seamlessly cater to Dekalb County School District’s architectural service needs. Our seasoned professionals are well-equipped to handle the demands of any project at hand, ensuring a high standard of performance without compromise from our current workload. With a commitment to excellence and a proven track record, MOSA Architects stands ready to contribute to the success of your architectural endeavors.

Current Workload					
Current Projects	Firm Role	Client Name	Status of Completion	Anticipated Completion Date	Dollars Committed (Contracted)
Rich Theatre (Joint Venture w/ Perkins+Will)	Interior Design	Woodruff Arts Center	In progress – Design Development Phase	Feb. 2026	\$250,000
West Housing (Joint Venture w/ Lord Aeck Sargent)	Branding & Graphics	Georgia Institute of Technology	In progress – Design Development Phase	Jun. 2026	\$80,000
ATL11.02.720 Open Office Renovation	Full Architectural Services/ Architect of Record / Permit Expediting	Confidential – NDA	In progress – Permit Expediting	Apr. 2024	\$35,000
Tuskegee Student Housing	Full Architectural Services / Architect of Record / Permit Expediting	Marceid Hatcher	In progress – Design Development Phase	Oct. 2025	\$128,000

5.1.5 Design Fee

5.1.5.1 Indicate your proposed Design Fee for the Services and Work as required by the Proposal Documents and the Owner's Agreement. Use Owner's Design Fee Form (Attachment C) included in this Request for Qualifications.

Please refer to our submission documents for the completed Design Professional Rate Schedule (Attachment C).

5.1.6 References

5.1.6.1 The firm shall submit a minimum of three (3) written recommendations from previous owners and discuss their strategy to provide a positive working relationship with DCSD. This strategy must include actual examples of how the firm has demonstrated their cooperation with other Owners. DCSD reserves the option of contacting any of the references provided to confirm information provided.

Please refer to the following pages for 3 written recommendations from previous owners that demonstrate our positive working relationship and strategy.

January 2024



Sheryl Alberico

Vice President / Marketing and Business Development
m. (470) 232-3555
o. (678) 221-4296
salberico@iugiscorp.com

Subject: Reference Letter for Mosa Design and Monica Fenderson

To Whom It May Concern,

I am writing this letter to highly recommend Mosa Design and Monica Fenderson for any architectural projects or partnerships. As a general commercial contractor, I have had the pleasure of working closely with Mosa Design and Monica Fenderson on several projects, and I can confidently say that they are an exceptional team.

Mosa Design is a minority-owned company, and Monica Fenderson is an African American woman-owned business. Their commitment to diversity and inclusion is evident in their work and their dedication to supporting underrepresented communities. This aligns perfectly with our values as a company, and it has been a privilege to collaborate with them on various projects.

One of the standout qualities of Mosa Design and Monica Fenderson is their ability to create synergy and foster strong working relationships. Their team is highly skilled, professional, and efficient, which has resulted in successful project outcomes. They have a deep understanding of architectural design principles and can translate clients' visions into reality while considering functionality, aesthetics, and sustainability.

Beyond their professional achievements, Mosa Design and Monica Fenderson are actively involved in community service and volunteer work. They have demonstrated a strong commitment to giving back and making a positive impact in the communities they serve. Additionally, they serve on various boards and provide leadership in the community, further highlighting their dedication to making a difference.

I can personally attest to the strong working relationship we have developed with Mosa Design and Monica Fenderson. Their team has been a pleasure to work with, and their professionalism, open communication, and collaborative approach have made our projects seamless and successful. Their expertise, commitment to diversity, community involvement, and strong working relationships make them an outstanding choice. I am confident that they will bring the same level of excellence and dedication to any project they undertake.

Please feel free to contact me if you require any further information or have any questions.

Sincerely,

*Sheryl
Alberico*



THOMPSON FACILITIES
SERVICES

*Office of Brian Banks
President*

January 29, 2024

DeKalb County School District
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

I am writing to express our utmost satisfaction and appreciation for the outstanding collaboration we had with Mosa Architects on the Talladega College project. Thompson Facilities had the privilege of working closely with Mosa Architects in assessing several buildings on the campus, each presenting unique historic preservation challenges.

Mosa Architects demonstrated an exceptional level of expertise in conducting thorough building assessments, identifying and addressing historic preservation issues that required renovation. Their commitment to understanding the capacity of the facilities for new use was evident throughout the project.

Their ability to create detailed renderings and provide insightful assistance in the auditorium renovation showcased their dedication to excellence.

Under the leadership and guidance of Mosa Architects' staff, the project unfolded with remarkable professionalism. Their attention to detail, innovative plans for the museum garden, and seamless coordination with our team greatly contributed to the overall success of the endeavor.

It is with great confidence that I recommend Mosa Architects for any future projects. Their commitment to excellence, creative approach, and professionalism makes them a valuable partner in any architectural undertaking.

Should you require any additional information or wish to discuss our experience further, please feel free to reach out.

Sincerely,



Brian Banks

1741 Business Center Drive ♦ Suite 200 ♦ Reston, Virginia 20190 ♦ Tel: 703.757.5500 ♦ Fax: 703.759.1538

19 January, 2024

Monica M. Fenderson, AIA | NCARB | NOMA
MOSA | Architects
2386 Clover Street, SW
Suite 202
Snellville, GA 30078

Monica,

Our team @ HDHP | Post Oak Partners extends our most sincere appreciation to you for all the collaborative efforts and architectural design | technical services you have provided for more than a decade.

Your team has performed to the highest standards; and been incredibly responsive to the even the most challenging of projects.

You have been at the center of our success on numerous retail, office, medical, light industrial, supply chain logistics, and municipal projects in GA, FL, AL, SC, and NC.

We look forward to many more projects with MOSA.

Best regards,



Ron Hadaway
Associate AIA | NCARB | ASLA

Managing Partner
HDHP | Post Oak Partners
1205 Peachtree Parkway | Suite 1104
Cumming, GA 30041
770.689.6727
r.hadaway@hdhpllc.com

City of Snellville, Georgia
2342 Oak Road, Snellville, GA 30078

OCCUPATION TAX CERTIFICATE

2024

This License is Granted to:

MONICA FENDERSON
MOSA DESIGN STUDIOS
610 BAYMIST CT
LOGANVILLE GA 30052

MOSA ARCHITECTS

Effective Date:	1/01/2024
License No:	OCC-007674
Class:	CLASS 4
SIC Code:	8712 ARCHITECTURAL SERVICES ARCHITECT
Expires:	12/31/2024

LOCATION OF BUSINESS: 2386 CLOWER ST E-200

This license is issued on the petition of the applicant, who assumes all responsibility of compliance with Federal, State, County and Municipal Regulations. The City will make no refund if such regulations prevent or restrict the trade, business, or profession herein proposed.

S N E L L V I L L E
EXPIRATION DATE – December 31, 2024

It is the duty of the above referenced business to permit all reasonable inspections of his business and examinations of his books by public authorities so authorized by law, to ascertain and at all times comply with all laws and regulations applicable to such businesses, to avoid all forbidden, improper or unnecessary practices or conditions which do or may affect the public health, morals or welfare, and to refrain from operating the business on premises after expiration of his occupational tax certificate and during the period his certificate is revoked or suspended.

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

MOSA DESIGN STUDIOS
MONICA FENDERSON
610 BAYMIST CT
LOGANVILLE GA 30052

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: 1/19/2024 5:13:32 PM

BUSINESS INFORMATION

CONTROL NUMBER	09012645
BUSINESS NAME	MOSA DESIGN STUDIOS L.L.C.
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/19/2024
ANNUAL REGISTRATION PERIOD	2024, 2025, 2026

PRINCIPAL OFFICE ADDRESS

ADDRESS	2386 Clower Street Suite E202, Suite E202, Snellville, GA, 30078, USA
---------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
FENDERSON, MONICA LYNN	610 BAYMIST COURT, Loganville, GA, 30052, USA	Gwinnett

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	MONICA FENDERSON
AUTHORIZER TITLE	Organizer



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Monica L Fenderson

Address:

Loganville GA 30052

Primary Source License Information

Lic #:	RA012816	Profession:	Architect / Interior Designer	Type:	Registered Architect
Secondary:		Method:	Reciprocity	Status:	Active
Issued:	2/22/2010	Expires:	6/30/2025	Last Renewal Date:	8/24/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 23, 2024 20:37:1

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.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 24, 2024

Dekalb County Schools
1780 MONTREAL RD
TUCKER GA 30084

Account Information:

Policy Holder Details :	Mosa Design Studios, LLC
--------------------------------	---------------------------------

 **Contact Us**

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

WLTR005



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 24, 2024

Dekalb County Schools
1780 MONTREAL RD
TUCKER GA 30084-6705

Account Information:

Policy Holder Details :	mosa design studios
--------------------------------	---------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

WLTR005

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

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

Owner's Project Specific Information

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

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

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

Indicate Addenda(s) Nos. 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: MONICA FENDERSON

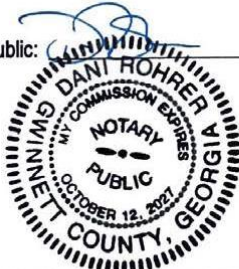
Signature: *Monica Fenderson* Printed Name: MONICA FENDERSON

Title: Architect Owner Date: 1/24/2024

Sworn to and subscribed before me this 24 day of January, 2024.

Notary Public: *[Signature]* My commission expires: 10/12/2027

(SEAL)



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

ATTACHMENT B3: ENTITY CERTIFICATE

STATE OF Georgia
COUNTY OF Gwinnett

I, Monica Fenderson, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that Monica Fenderson who signed said proposal in behalf of the offeror was then Mosa Design Studios of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a S Corp organized under the laws of the State of Georgia.

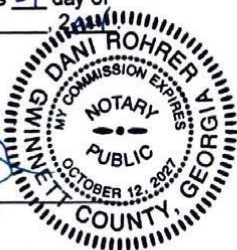
Monica Fenderson
[signature]

Monica Fenderson
[typed name]

Subscribed and sworn to
before me this 24 day of
January

(SEAL)

Dani Rohrer
Notary Public



My Commission Expires:
10/12/2027

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,

Monica Fenderson
[legal name of Architect]
2386 Clower St.
Suite E202 Snellville GA 30078
[address of Architect]
4049185433
[telephone number of Architect]
monica@mosaarchitects.com
[email address of Architect]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>250</u> per hour
Director:	\$ <u>200</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>180</u> per hour
Project Architect:	\$ <u>150</u> per hour
Project Manager:	\$ <u>150</u> per hour
Project Coordinator:	\$ <u>120</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>100</u> per hour
Technical Staff:	\$ <u>90</u> per hour
Contract Administrator:	\$ <u>75</u> per hour
Clerical:	\$ <u>65</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:	\$ _____	per hour
Scheduler:	\$ _____	per hour
Designer:	\$ _____	per hour
CADD:	\$ _____	per hour
Civil Engineer	\$ _____	per hour
Junior Civil Engineer	\$ _____	per hour
Civil Draftsman	\$ _____	per hour
Structural Engineer	\$ _____	per hour
Junior Structural Engineer	\$ _____	per hour
Structural Draftsman	\$ _____	per hour
Mechanical Engineer	\$ _____	per hour
Junior Mechanical Engineer	\$ _____	per hour
Mechanical Draftsman	\$ _____	per hour
Electrical Engineer	\$ _____	per hour
Junior Electrical Engineer	\$ _____	per hour
Electrical Draftsman	\$ _____	per hour
Fire Protection Engineer	\$ _____	per hour
Junior Fire Protection Engineer	\$ _____	per hour
Fire Protection Draftsman	\$ _____	per hour
FF&E Coordinator	\$ _____	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>MONICA FENDERSON</u>	<u>Principal Architect</u>
<u>TAYLOR UPTON</u>	<u>Architectural Designer</u>
<u>KAYLA SAMUELS</u>	<u>LEAD INTERIOR DESIGNER</u>
<u>ADITI BUCHE</u>	<u>Junior Interior Designer</u>
<u>BREA FOLSOM</u>	<u>Junior Interior Design</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 3 of 5

Civil: _____
Structural: _____
Mechanical: _____
Plumbing: _____
Electrical: _____
Kitchen Consultant: _____

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

(3 Addenda) Jan 8th (1) Jan 12 (2) Jan 24 (3)
2024

- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

MONICA FENDERSON
[typed name of Architect]

By: Monica Fenderson [signature] [seal]

Monica Fenderson Principal
[typed name and title]

2386 Clower St. Suite 5202
[address of Architect] Shellville GA

1678 580-5784
[business telephone number] 30078

1.29.2024
[date of execution]

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 5 of 5

(For Joint Venture Proposals)

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

Respectfully submitted NA _____
[typed name of Joint Venture]

By: NA _____
[typed name of Joint Venture partner]

By: NA _____ [seal]
[signature]

NA _____
[typed name and title]

NA _____
[address of Joint Venture partner]

NA _____
[business telephone number]

NA _____
[date of execution]

By: NA _____
[typed name of Joint Venture partner]

By: NA _____ [seal]
[signature]

NA _____
[typed name and title]

NA _____
[address of Joint Venture partner]

NA _____
[business telephone number]

NA _____
[date of execution]

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

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

STATE OF Georgia
COUNTY OF GWINNETT

COMES NOW, MOSA DESIGN STUDIOS ("Offeror"),
[Name of Offeror]

appearing by and through MONICA FEHDERSON, its PRINCIPAL
[insert name of individual with authority to bind Offeror] *[title]*

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

NA
[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,

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 24 day of January, 2024
Monica Fenderson / Mosa design Studios.
[insert name of Offeror]

and
Monica Fenderson
[insert name of Individual And Representative Affiant]

By: [Signature] both individually and on behalf of Offeror as its
[signature]
Principal / Owner
[insert title]

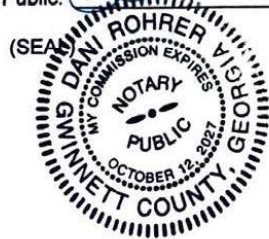
Individual Affiants' signatures and names:

x [Signature]
Name: _____
x _____
Name: _____
x _____
Name: _____
x _____
Name: _____
x _____
Name: _____

x _____
Name: _____
x _____
Name: _____
x _____
Name: _____
x _____
Name: _____
x _____
Name: _____

Sworn to and subscribed before me this 24 day of January, 2024.

Notary Public: [Signature] My commission expires: 10/12/2027



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Monica Fenderson am the (*Title*)
Principal Owner and I am the duly authorized
representative of the firm of (*Firm Name*) MOGA DESIGN STUDIOS
(the "Firm") for purposes of this
Affidavit, whose address is (*Firm Address*) 2386 CLOWER ST. SUITE E202
SNELLVILLE GA 30078, and I possess the legal authority to make this Affidavit on
behalf of myself and the Firm, as follows:

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

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NA

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature:

Monica Fenderson

Printed Name:

Monica Fenderson

Firm Name:

Mosa Design Studios

Date:

1/24/2024

Sworn to and described before me this 24 day of January, 2024

Personally known:

Monica Fenderson

OR Produced Identification:

GADL

Type of Identification:

Drivers License

Notary Public – State of

Georgia

My Commission Expires

10-12-2027

Affix Notary Seal Here:

DRB



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 24 day of February, 2024
Monica Fenderson
(Printed name of person or entity consenting to release of information)

By: Monica Fenderson

Printed name: Monica Fenderson

Printed Title: Principal

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

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

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

<u>Monica Jordan</u> Signature	<u>1/24/2024</u> Date
<u>1585490</u> EEV/Basic Pilot Program User Identification Number	<u>4.27.2017</u> Date of Authorization

Firm Name: MASA DESIGN STUDIOS
Street/Mailing Address: 2386 Clower St Suite E202
City, State, Zip Code: Snellville GA 30078
Telephone Number: 404 918 5433
Email Address: monica@masaarchitects.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

24 DAY OF January, 2024

[Signature]
Notary Public

My Commission Expires 10-12-2027

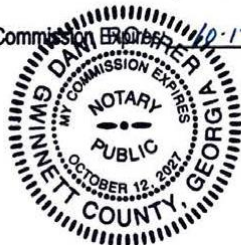


EXHIBIT “H”

**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:_____