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# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

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This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and       **MSSA-PBK**      , authorized to do business in the State of Georgia, whose business address is       **525 East Taylor Street, Griffin, GA 30223**       (hereinafter referred to as the "DESIGN PROFESSIONAL"). This Contract shall be effective on the date executed by the last party to execute it.

## **W I T N E S S E T H:**

**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 Valdon Smith, Jr. 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:

**MSSA-PBK  
525 East Taylor Street  
Griffin, GA 30223**

**ATTENTION: Valdon Smith, Jr.**

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

#### **ARTICLE 24**

##### **MISCELLANEOUS**

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

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

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

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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature]

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

By:   
[Signature]

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

1701 Mountain Industrial Blvd.


Stone Mountain, Georgia 30083  
[Printed Address]

6-24-25  
[Date of Execution]

  
Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

MSSA-PBK  
[Typed Name]

By:   
[Signature]

William Valdson Smith, Jr., Managing Senior Principal  
[Printed Name, Title]

525 East Taylor St.

Griffin, GA 30223  
[Printed Address]

5-30-2024  
[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

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

**B. Professional Architectural and Engineering Services**

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

**C. Professional Architectural and Engineering Services**

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

**D. Professional Architectural and Engineering Services**

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

**E. Professional Architectural and Engineering Services**

Revised Appendix D Design Guidelines (54 Pages)

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

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

Addendum No. 3 Dated January 24, 2024

Attachments:

**A. Professional Architectural and Engineering Services**

RFC No. 1 (2 Pages)

**EXHIBIT "B"**

**WORK AUTHORIZATION FORM**

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

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

**PROJECT NAME AND NUMBER**

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

**SCOPE OF SERVICES**

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

**SCHEDULE**

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

**COMPENSATION**

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

**EXHIBIT "C"**

**STAFFING SCHEDULE**

<b><u>Name</u></b>	<b><u>Function</u></b>
Valdon Smith, Jr.	Managing Partner
Kenneth Moore	Principal, Client Executive
Brett McIver	Design Director, Project Manager
Bayleigh Kempainen	Principal, Project Architect
Lucian Tatum	Production Architect
Turner Burson	Director of Construction Contract Administration
Tanya R. Rawdin	Submittal Coordinator
Civil:	Eberly & Associates
Structural:	Willett Engineering Company
Mechanical:	LEAF Engineers
Plumbing:	LEAF Engineers
Electrical:	LEAF Engineers

**EXHIBIT “D”**

**RATE SCHEDULE**

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE FORM**

**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,

**Valdon Smith Jr.**

*[legal name of Architect]*

**525 East Taylor Street**

**Griffin, Georgia 30223**

*[address of Architect]*

**770-227-5473**

*[telephone number of Architect]*

**valdon.smith@mssa-pbk.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):

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>210</u> per hour
Director:	\$ <u>155</u> per hour
Sr. Project Architect/Project Manager:	\$ _____ per hour
Project Architect:	\$ <u>110</u> per hour
Project Manager:	\$ <u>110</u> per hour
Project Coordinator:	\$ <u>100</u> per hour
Interior Designer:	\$ <u>110</u> per hour
Project Captain:	\$ <u>90</u> per hour
Technical Staff:	\$ <u>110</u> per hour
Contract Administrator:	\$ <u>85</u> per hour
Clerical:	\$ <u>50</u> per hour

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE FORM**

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Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

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

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Valdon Smith Jr.</u>	<u>Managing Partner</u>
<u>Kenneth Moore</u>	<u>Principal, Client Executive</u>
<u>Brett McIver</u>	<u>Design Director, Project Manager</u>
<u>Bayleigh Kempainen</u>	<u>Principal, Project Architect</u>
<u>Lucian Tatum</u>	<u>Production Architect</u>
<u>Turner Burson</u>	<u>Director of Construction Contract Administration</u>
<u>Tanya R. Rawdin</u>	<u>Submittal Coordinator</u>
_____	_____
_____	_____
_____	_____
_____	_____

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE FORM**

---

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: Eberly & Associates

Structural: Willett Engineering Company

Mechanical: LEAF Engineers

Plumbing: LEAF Engineers

Electrical: LEAF Engineers

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"]  
Addendum No. 1 - January 8, 2024, Addendum No. 2 - January 12, 2024,  
Addendum No. 3 - January 24, 2024
- d. The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE FORM**

---

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,

**Valdon Smith Jr.**

*[typed name of Architect]*

By:  [seal]

*[signature]*

**Valdon Smith Jr., Managing Partner - Georgia**

*[typed name and title]*

**525 East Taylor Street, Griffin, GA 30223**

*[address of Architect]*

**( 770 ) 227-5473**

*[business telephone number]*

**February 1, 2024**

*[date of execution]*

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

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE FORM**

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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 \_\_\_\_\_  
[typed name of Joint Venture]

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

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

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

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

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

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

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

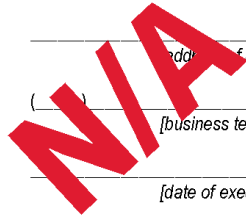
By: \_\_\_\_\_ [seal]  
[signature]

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

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

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

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



## EXHIBIT "E"

### OTHER INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "F"**

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

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

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

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

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

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

or

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

\_\_\_\_\_  
**(Architectural or Engineering Firm)**

\_\_\_\_\_  
**(Signature of Architect or Engineer)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Georgia Architectural or Engineering License Number)**

\_\_\_\_\_  
**(Seal and Signature)**

**EXHIBIT "G"**

**DESIGN PROFESSIONAL PROPOSAL**



**MSSA-PBK K-12**

**PROFESSIONAL ARCHITECTURAL  
AND ENGINEERING SERVICES**

DEKALB COUNTY SCHOOL DISTRICT ■ FEBRUARY 1, 2024

[MSSA-PBK.com](http://MSSA-PBK.com)

FEBRUARY 1, 2024

Ms. Angela Arlene-Myrick  
Procurement Manager  
DeKalb County School District  
1780 Montreal Road  
Tucker, GA 30084



**RE: DEKALB COUNTY SCHOOL DISTRICT (RFQ 24-752-017),  
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

**Dear Ms. Arlene-Myrick and Selection Committee:**

On behalf of the entire MSSA-PBK team, we appreciate your consideration of our qualifications to provide professional architectural and engineering services for DeKalb County School District (DCSD). We are pleased to continue showcasing our K-12 sector expertise in the DeKalb County community, as well as throughout the state of Georgia. With over 850+ professionals across 25 office locations, we embrace a truly unique business culture which prioritizes customer service and transforms our educational clients' needs and visions into groundbreaking architecture, resulting in functional and inspirational environments for generations to come.

For this assignment, we offer a unique combination of resources, relevant experience, a proven track record, commitment, and key individuals to provide architectural and engineering services for DCSD. MSSA-PBK is eager to demonstrate our firm's superior qualities, which include:

**Proven Track Record.** With 75 years of experience dedicated to planning, programming, architectural design, engineering, and construction administration, MSSA-PBK has become one of the nation's leading architecture firms. We have been repeatedly recognized for overall client satisfaction and facility design excellence, as evidenced by more than 450 professional planning and design awards in the past 15 years.

**One Stop Shop Capabilities.** MSSA-PBK is not only able to provide the best and brightest talents in architectural planning/design, but can also offer a wide range of consulting services in-house. Our engineering division, LEAF Engineers, has been performing MEP/T engineering continuously since 2002, and in that time, has completed thousands of projects totaling over \$4 billion in construction cost. BEAM Professionals, our roofing/building envelope division, has more than two decades of experience dedicated to roofing, waterproofing, building envelope consulting, and forensic investigations. This integrated approach enhances our ability to provide clients a highly coordinated, streamlined workflow, and seamless project delivery - not to mention the savings in time and money.

**Working as an Extension of Your Team.** Our first role for each project task is to listen. By beginning each task by listening to DCSD, we will be able to understand the critical issues that define a successful project from your perspective. Our team approaches each project without preconceived ideas and will provide open-minded, imaginative solutions to your project(s) and goals.

Again, thank you for this opportunity. It is an honor to be considered. Our team is ready and eager to work with you and looks forward to building upon our relationship with DCSD. Please do not hesitate to contact me at 770-227-5473 if you need any additional information.

**Valdon Smith, Jr.**, AIA, NCARB  
Managing Partner-Georgia  
valdon.smith@mssa-pbk.com

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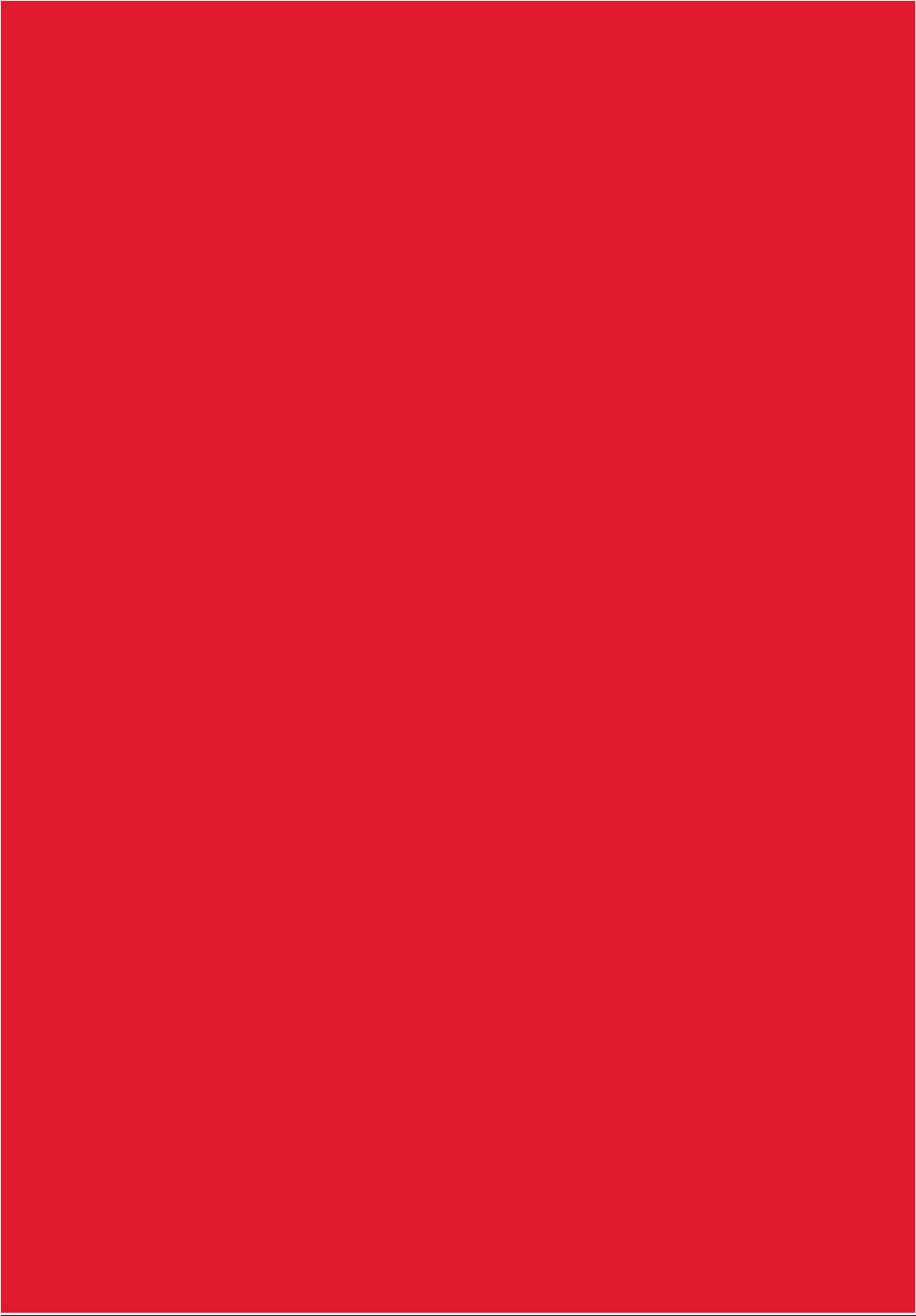
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## COMPLIANCE INFORMATION



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

### PROFESSIONAL HISTORY

MSSA-PBK is the #1 K-12 architecture firm in the nation and has grown to operate 25 full-service offices throughout the nation, including our offices located in Griffin and Sugar Hill. Home to over 850 planning and design professionals firm-wide, with 30 here in Georgia, MSSA-PBK provides professional planning and design services for more than 1,000 educational clients and has established a strong reputation for its unique approach to performance-based design and highly responsive customer service. MSSAPBK's #1 market sector is educational planning and design. We have been assisting school districts for 75+ years. This team structure undoubtedly provides DCSD with a comprehensive team, showcasing statewide knowledge of local codes, conditions, and costs, as well as nationally-acclaimed, award-winning planning, design, and curriculum responsive programming. With national experience and knowledge of best practices for next-generation learning solutions, the MSSA-PBK family of companies offers comprehensive in-house services that provide an additional level of manpower, expertise and quality control that complements our selected local sub-consultants.

### NAME OF OWNERS/OFFICERS PRINCIPALS IN CHARGE

Alan Stils, AIA, LEED AP, Partner  
 Bob Lavey, AIA, Managing Partner  
 Brandon Ross, Partner  
 Chris Cunico, Co-CEO  
 Cliff Whittingstall, AIA, Partner,  
 Director of HIED  
 Dan Boggio, AIA, Executive  
 Chairman  
 Darrell Pearson, Partner  
 Eric Smith, AIA, Partner, Co-CEO  
 Greg Prince, AIA, NCARB, Partner  
 Gilbert Baez, Partner  
 Ian Powell, AIA, Managing Partner  
 Jim DiCamillo, Partner  
 Jorge Tiscareno, Partner  
 Juan Lopez, Partner  
 Kelley Needham, Partner

Lorin Pargoud, Partner  
 Manny Torres, Partner  
 Mark Graham, Partner  
 Max Medina, Partner  
 Melissa Turnbaugh, AIA, NCARB,  
 Michael Hessert, Partner  
 Richard Chi, Partner, Co-CEO  
 Rick Blan, AIA, Partner  
 Ron Bailey, Partner  
 Roy Montalbano, President  
 Todd Spore, Partner  
**Valdon Smith, Jr., AIA, NCARB - GA  
 Managing Partner**

### FIRM NAME

MSSA-PBK

### DATE OF ESTABLISHMENT

December 1949

### TYPE OF ORGANIZATION

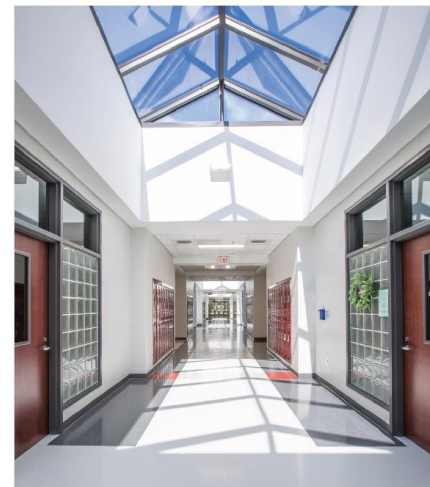
Corporation

### NUMBER OF EMPLOYEES

30 Local Employees

### GEORGIA OFFICE LOCATIONS

Sugar Hill, Georgia  
 Griffin, Georgia



Blake Bass Middle School ■  
 Coweta County School System

4.3 COMPLIANCE INFORMATION

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

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

DOCKET NUMBER : 013440499  
CONTROL NUMBER: H209615  
EFFECTIVE DATE: 11/29/2001  
REFERENCE : 0048  
PRINT DATE : 12/10/2001  
FORM NUMBER : 111

JOHN M. COGBURN, JR.  
P.O. BOX 907  
GRIFFIN, GA 30224

CERTIFICATE OF AMENDMENT

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

MANLEY SPANGLER SMITH ARCHITECTS, A PROFESSIONAL CORPORATION  
A PROFESSIONAL CORPORATION

has filed articles of amendment in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox  
Secretary of State

## 4.3 COMPLIANCE INFORMATION

4.3.2.1 Firms and sub consultants must be properly licensed. Provide copy of current Georgia Professional Registration for Architect/Engineer.

MSSA-PBK and all of our selected sub-consultants are properly licensed. Please see below for all Georgia licenses and registrations.



### **"Can Do" Business Philosophy**

*Our team operates on a die-hard "Can Do" business philosophy that emphasizes MSSA-PBK's "soul" personality – we go above and beyond the call of duty to ensure our clients get the best possible service in the industry.*

## 4.3 COMPLIANCE INFORMATION



Lakeside High School ■  
DeKalb County School District

### 4.3.3.1 State number of years in business.

MSSA-PBK brings over 120 years of combined educational planning and design services. Manley Spangler Smith Architects (MSSA) has provided 75 years of continuous service to clients in Georgia, making us one of the oldest architecture firms in the state. With local Georgia offices located in Griffin and Sugar Hill, the firm provides a complete range of architectural services.

### 4.3.3.2 State the location, address, and telephone number of Firm's office.

#### Atlanta Branch Office

Sugar Hill  
5019 West Broad Street, Suite M207  
Sugar Hill, GA 30518  
p. 770-227-5473

Additional Office Locations: *Griffin, GA; Austin, TX; Berkeley, CA; Dallas, TX; Folsom, CA; Fort Worth, TX; Fresno, CA; Houston, TX; McAllen, TX; Orange County, CA; Orlando, FL; Rancho Cucamonga, CA; Sacramento, CA; San Antonio, TX; San Diego, CA; San Luis Obispo, CA; Tampa, FL; The Woodlands, TX*

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

W. Valdon Smith, Jr., AIA – President/Managing Partner - GA

### 4.3.4 The Firm must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this selection. "Conflict" or "conflict of interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

MSSA-PBK certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.


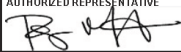
### 4.3.5 The Firm must demonstrate they have the necessary financial resources to complete the project and show their history of working proactively to avoid litigation with Owners.

MSSA-PBK maintains working capital in sufficient amounts to financially meet all of the obligations associated with the operation of our office and staff. The firm elects at the end of each year to pay out in the form of retirement benefits, bonuses, etc., all or most of the profits for that year. Financially, MSSA-PBK Architects is in a strong position. The company sees consistent year-over-year growth in both revenue and bottom line. MSSA-PBK continues to maintain a strong backlog that allows the organization to plan effectively for the future. Finally, the company has a strong cash position, allowing for continued growth.

A copy of MSSA-PBK's 2021 financial statements are located on the following pages.

### 4.3 COMPLIANCE INFORMATION

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

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/19/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Pearland TX 77581			CONTACT NAME: PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933 E-MAIL: ADDRESS:			
INSURED MSSA-PBK 525 East Taylor Street Griffin, GA 30223			INSURER(S) AFFORDING COVERAGE		NAIC #	
PBKARCH-01			INSURER A: Continental Casualty Company		20443	
			INSURER B: LM Insurance Corporation		33600	
			INSURER C: Liberty Insurance Corporation		42404	
			INSURER D:			
			INSURER E:			
			INSURER F:			
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 497750990</b>		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TE5-Z91-472898-023	4/25/2023	4/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS7-Z91-472898-033	4/25/2023	4/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000		TH7-Z91-472898-053	4/25/2023	4/25/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A	WCS-Z91-472898-013	4/25/2023	4/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Form Retro Date 06/01/2017		AH591912035	8/1/2023	8/1/2024	Each Claim \$5,000,000 Aggregate \$10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status. The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status. General Liability is primary & non-contributory when required by written contract, agreement or permit. See Attached...						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Montreal Road Tucker GA 30084-6705			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03)			© 1988-2015 ACORD CORPORATION. All rights reserved.			
			The ACORD name and logo are registered marks of ACORD			

## 4.3 COMPLIANCE INFORMATION

“ We have been very pleased with MSSA-PBK on this project (Academy for Advanced Studies), along with many others they have done for us over the years. They are a very valuable partner that we have relied on for project design for many years.”

— Josh Malcom  
Chief Facilities Officer  
Henry County School District

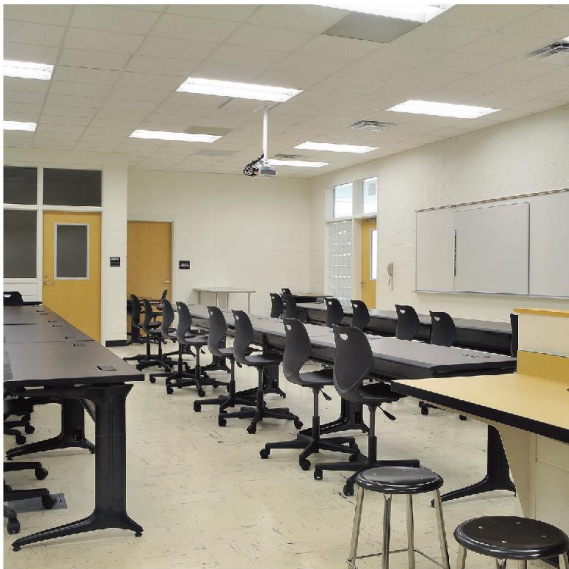
*4.3.5.3 Litigation: Submit all litigation of any kind involving firm, its officers or directors with a project owner where the total amount in controversy exceeds \$100,000.00 within the last five years.*

As one of the largest architectural and engineering firms in the nation, MSSA-PBK is sometimes a party to litigation based on alleged negligence. The bulk of this litigation is instituted by construction workers who are injured during construction and seeking to avoid the limitations of worker's compensation statutes or by contractors who are seeking to blame losses incurred on a given project on others.

At MSSA-PBK, we have always made a concerted effort to build positive client relationships and to prevent disputes with our clients. As a very client-focused firm, we always represent the client's interest, and when disputes arise between our clients and contractors, MSSA-PBK is sometimes (very rarely) pulled into these disputes. In today's business climate and with the complexity of the projects we work on, it is virtually impossible to completely avoid all disputes. Over the past five years, MSSA-PBK has executed over 3,000 projects, and we have been party to a total of three (3) filed claims based on professional services, all of which have been settled. All settled claims have been resolved to the satisfaction of both parties through mediation, and PBK has no judgements against it. None of our past claim settlements are considered financially significant for a firm of our size. The terms of issues settled in mediation are confidential as a condition of the settlement. In our 75 years of operation, we are proud to say that we have never spent one single minute in a courthouse.

*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.*

MSSA-PBK has not had any Errors & Omissions or Professional Liability claims filed against our firms policy.



Academy for Advanced Studies ■ Henry County School District

SUCCESSFUL RELATED  
ARCHITECTURAL EXPERIENCE



## SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE



MSSA-PBK has been designing schools in Georgia for more than seven decades and is well equipped to work with the diversity of educational systems found across the state. In fact, over 95% of our work has been with K-12 educational facilities.

Wherever we work, we are committed to the design of learning environments of the very highest standards, taking the best from modern teaching/learning standards and translating ethos and vision into the applicable setting.

Our firm has worked on over 25 million square feet of educational space which makes us No. 1 in the Nation for educational architecture. The firm has completed school projects of every size and scope, including more than 2,500 addition and renovation projects. In doing so, MSSA-PBK has become acutely knowledgeable of planning and design solutions for practically every type of K-12 project.



J.C.Booth Middle School ■ Fayette County School District

**500+**  
*Number of projects MSSA-PBK has provided professional services to in Georgia in the last 40 years*

**180+**  
*Number of renovation projects MSSA-PBK has completed work on in Georgia*

**90+**  
*Percentage of business in Georgia from repeat MSSA-PBK clients*

## 5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

### BAY CREEK ELEMENTARY SCHOOL

WALTON COUNTY SCHOOL DISTRICT II LOGANVILLE, GEORGIA



**FIRM'S RESPONSIBILITY**  
Full Architectural Services

**OWNER'S REPRESENTATIVE**  
Mr. Greg Yevick  
Director of Facilities  
200 Double Springs Rd  
Monroe, GA 30656  
p. 770-266-4426  
f. 770-266-4520

**USER'S REPRESENTATIVE**  
Dr. Tammy Delk  
100 Homer Moon Dr  
Loganville, GA 30052  
p. 678-684-2800  
f. 77-466-2271

**CONSTRUCTION COMPLETED**  
July 2021

**PROJECT SIZE (GSF)**  
88,339 gsf

**CONSTRUCTION COST**  
\$12,125,000

**PRESENT STATUS OF PROJECT**  
Completed

**PRINCIPAL-IN-CHARGE**  
**Valdon Smith, Jr., AIA, NCARB\***

**PROJECT ARCHITECT**  
Tracey Moss, AIA

#### WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

One of the oldest schools in the district, Bay Creek Elementary includes the 1975 main building, a gymnasium built in 2004, and another classroom wing from 2008. All remain part of the campus, but this renovation flipped the school's orientation from west to east. The new front entrance includes a security vestibule and consists of a new wing for the administrative offices and five new classrooms. New connecting hallways, sidewalks, and a courtyard increase campus continuity. Other improvements include an expanded cafeteria, a new kitchen, improved playgrounds, and an outdoor classroom. Car and bus traffic are now separated. Renovations allow school systems the cost-effective solution of continuing to use existing facilities, but with considerable improvements. In this case, changing the back of the school to the front provided an opportunity to update its appearance and make better use of space.



*\*Personnel on this project team*

## 5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

### RISING STARR MIDDLE AND STARR'S MILL HIGH SCHOOL RENOVATIONS AND MODIFICATIONS

FAYETTE COUNTY PUBLIC SCHOOLS || FAYETTEVILLE, GEORGIA



#### FIRM'S RESPONSIBILITY

Full Architectural Services

#### OWNER'S REPRESENTATIVE

Fayette County Public Schools  
Mr. Mike Satterfield, Dir. of  
Facilities Serv.  
205 LaFayette Drive, Fayetteville,  
GA 30214  
p. 770-460-3522  
f. 770-486-2727

#### USER'S REPRESENTATIVE

Rising Starr Middle School  
Kathy Smith, Principal  
180 Panther Path  
Fayetteville, GA 30215  
p. 770-486-2721

Starr's Mill High School  
Allen Leonard, Principal  
193 Panther Path  
Fayetteville, GA 30215  
p. 770-486-2710

#### CONSTRUCTION COMPLETED

July 2018

#### PROJECT SIZE (GSF)

373,290 gsf

#### CONSTRUCTION COST

\$19,036,222

#### PRESENT STATUS OF PROJECT

Completed

#### PRINCIPAL-IN-CHARGE

**W. Valdon Smith, Jr., AIA, NCARB\***

#### PROJECT ARCHITECT

**Brett McIver, AIA, LEED AP\***

#### WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

This project included renovating the existing 373,290 SF building which houses a combined middle school and high school. Maintaining occupancy of a school presents challenges in how and when the work can occur. With such a large building, MSSA-PBK developed a detailed phasing plan to make the most of a 16-month construction period. The phasing plan made the best use of the two summers the period included.

The project consisted of four major phases. Phase 1 included roof replacement and the replacement of HVAC units located on the roof. Phase 2, the first summer, included replacement of the HVAC central plant and renovation to the middle school. Phase 3 included water source heat pump replacement after school hours throughout the school year. Other minor areas were identified for renovation during school breaks. The final phase, the second summer, included renovation of the high school.



*\*Personnel on this project team*

## 5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

### MATT WILSON ELEMENTARY SCHOOL RMA

TIFT COUNTY SCHOOLS II TIFTON, GEORGIA



**FIRM'S RESPONSIBILITY**  
Full Architectural Services

**OWNER'S REPRESENTATIVE**  
Tift County Public Schools  
Mr. Robby Dasher  
207 North Ridge Avenue Tifton,  
GA 31793  
p. 229-387-2400  
f. (229) 386-1020

**USER'S REPRESENTATIVE**  
Matt Wilson Elementary School  
Patti Dean, Principal  
510 W. 17th Street  
Tifton, Georgia 31794  
p. (229) 387-2440  
**CONSTRUCTION COMPLETED**  
April 2015

**PROJECT SIZE (GSF)**  
70,909 gsf

**CONSTRUCTION COST**  
\$5,934,000

**PRESENT STATUS OF PROJECT**  
Completed

**PRINCIPAL-IN-CHARGE**  
*W. Valdón Smith, Jr., AIA, NCARB\**

**PROJECT ARCHITECT**  
Tracey A. Moss, AIA, LEED AP

**WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE**

Matt Wilson Elementary School was originally built around 1955 and serves more than 400 students. The new administration wing includes a reception and waiting area, workroom, four offices, records rooms, clinic, conference room and two counselor's offices. The connector corridor from the administration wing to the front classroom wing was reconstructed to meet accessibility requirements. Other improvements include a new classroom added on the rear classroom wing of the campus, and expansion of the kitchen area.



*\*Personnel on this project team*

## 5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

### LOGANVILLE ELEMENTARY SCHOOL

WALTON COUNTY SCHOOL DISTRICT II LOGANVILLE, GEORGIA



**FIRM'S RESPONSIBILITY**  
Full Architectural Services

**OWNER'S REPRESENTATIVE**

Mr. Greg Yevick  
Director of Facilities  
200 Double Springs Rd  
Monroe, GA  
30656  
p. 770-266-4426  
f. 770-266-4520

**USER'S REPRESENTATIVE**

Camie McGaughey  
Principal  
4889 Bay Creek Church Rd  
Loganville, GA  
30052  
p. 678-684-2840  
f. 678-684-2839

**CONSTRUCTION COMPLETED**

July 2016

**PROJECT SIZE (GSF)**

114,615 gsf

**CONSTRUCTION COST**

\$17,778,699

**PRESENT STATUS OF PROJECT**

Completed

**PRINCIPAL-IN-CHARGE**

**Valdon Smith, Jr., AIA, NCARB\***

**PROJECT MANAGER**

**Brett McIver, AIA, LEED AP\***

**PROJECT ARCHITECT**

**Brett McIver, AIA, LEED AP\***

**WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE**

Loganville Elementary School (LES) is part of a planned campus on a 98-acre site. This compact, single-story design offers natural light to the classrooms through corridor skylights and transoms. The main entrance displays a two-story barrel roof with high clerestory windows. The circulation desk in the media center is capped with a clerestory lighted turret. The commons area features a stage, allowing it to serve as a multipurpose room. Maintenance is accomplished through interior utility corridors, which provide access without disturbing classrooms. Between the two schools is a 200-seat amphitheater with a covered stage.



*\*Personnel on this project team*

## 5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

### CHARLES SPENCER ELEMENTARY SCHOOL

TIFT COUNTY SCHOOLS II TIFTON, GEORGIA



**FIRM'S RESPONSIBILITY**  
Full Architectural Services

**OWNER'S REPRESENTATIVE**

Tift County Public Schools  
Mr. Robby Dasher  
207 North Ridge Avenue Tifton,  
GA 31793  
p. 229-387-2400  
f. (229) 386-1020

**USER'S REPRESENTATIVE**

Charles Spencer Elementary School  
Randy Sellars, Principal  
65 Tifton-Eldorado Road  
Tifton, Georgia 31794  
p. (229) 387-2430  
f. (229) 386-1040

**CONSTRUCTION COMPLETED**

August 2016

**PROJECT SIZE (GSF)**

71,850 gsf

**CONSTRUCTION COST**

\$5,367,753.86

**PRESENT STATUS OF PROJECT**

Completed

**PRINCIPAL-IN-CHARGE**

***W. Valdón Smith, Jr., AIA, NCARB\****

**PROJECT ARCHITECT**

Tracey A. Moss, AIA, LEED AP

**WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE**

Charles Spencer Elementary School was originally constructed around 1955, with additions built in 1983, 1995 and 2002. Improvements include a new main entrance and administrative office suite, restroom renovations, and an expansion of the existing kitchen and cafeteria lobby. New connector corridors were added between existing classroom wings and the gym to improve continuity, and new lighting offers increased brightness throughout the campus.



***\*Personnel on this project team***

## 5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

### HVAC RENOVATIONS AT MULTIPLE CAMPUSES

ALIEF INDEPENDENT SCHOOL DISTRICT II HOUSTON, TEXAS



**FIRM'S RESPONSIBILITY**  
Full Architectural Services

**OWNER'S REPRESENTATIVE**  
Jeff DeLisle  
Director of Maintenance and  
Operations  
281-498-8110  
jeff.delisle@aliefisd.net

**USER'S REPRESENTATIVE**  
Jeff DeLisle  
Director of Maintenance and  
Operations  
281-498-8110  
jeff.delisle@aliefisd.net

**CONSTRUCTION COMPLETED**  
October 2020

**PROJECT SIZE (GSF)**  
District Wide

**CONSTRUCTION COST**  
\$2,919,583

**PRESENT STATUS OF PROJECT**  
Completed

**PROJECT MANAGER**  
*Philip Kempainen - LEAF  
Engineers\**

**CONSULTANT**  
*Mital Patel, P.E., LEED AP BD+C-  
LEAF Engineers\**

#### WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

MSSA-PBK was responsible for a comprehensive project involving design and construction services. This project focused on replacing a range of mechanical equipment, such as air-handling units, boilers, chillers, heat pumps, and rooftop units, at several important locations, including ISC/Crossroads, Transportation, Owens Intermediate, Klentzman Intermediate, MIS/Police/Tax, Elsie Field House, Boone Elementary, and Killough Middle School. MSSA-PBK provided services during the design phase, prepared construction documents for permits and bidding, and offered support during the construction phase. This project aimed to enhance the operational efficiency and reliability of mechanical systems across these key facilities.



*\*Personnel on this project team*

## 5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

### MECHANICAL/PLUMBING IMPROVEMENTS

GALVESTON INDEPENDENT SCHOOL DISTRICT II GALVESTON, TEXAS



**FIRM'S RESPONSIBILITY**  
Full Architectural Services

**OWNER'S REPRESENTATIVE**

Erich Kreiter  
Director of Facilities  
409-766-5100  
erichkreiter@gisd.org

**USER'S REPRESENTATIVE**

Randy Campbell  
Director of Maintenance  
817-441-4818  
rcampbell@aledo.k12.tx.us

**CONSTRUCTION COMPLETED**

May 2020

**PROJECT SIZE (GSF)**

54,354 gsf

**CONSTRUCTION COST**

\$6,101,882.00

**PRESENT STATUS OF PROJECT**

Ongoing

**PRINCIPAL-IN-CHARGE**

**Don Richards, P.E., LEAF Engineers\***

**CONSULTANT**

**Matt Sickorez, P.E., LEAF Engineers\***

**Mital Patel, P.E., LEED AP BD+C- LEAF Engineers\***

**WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE**

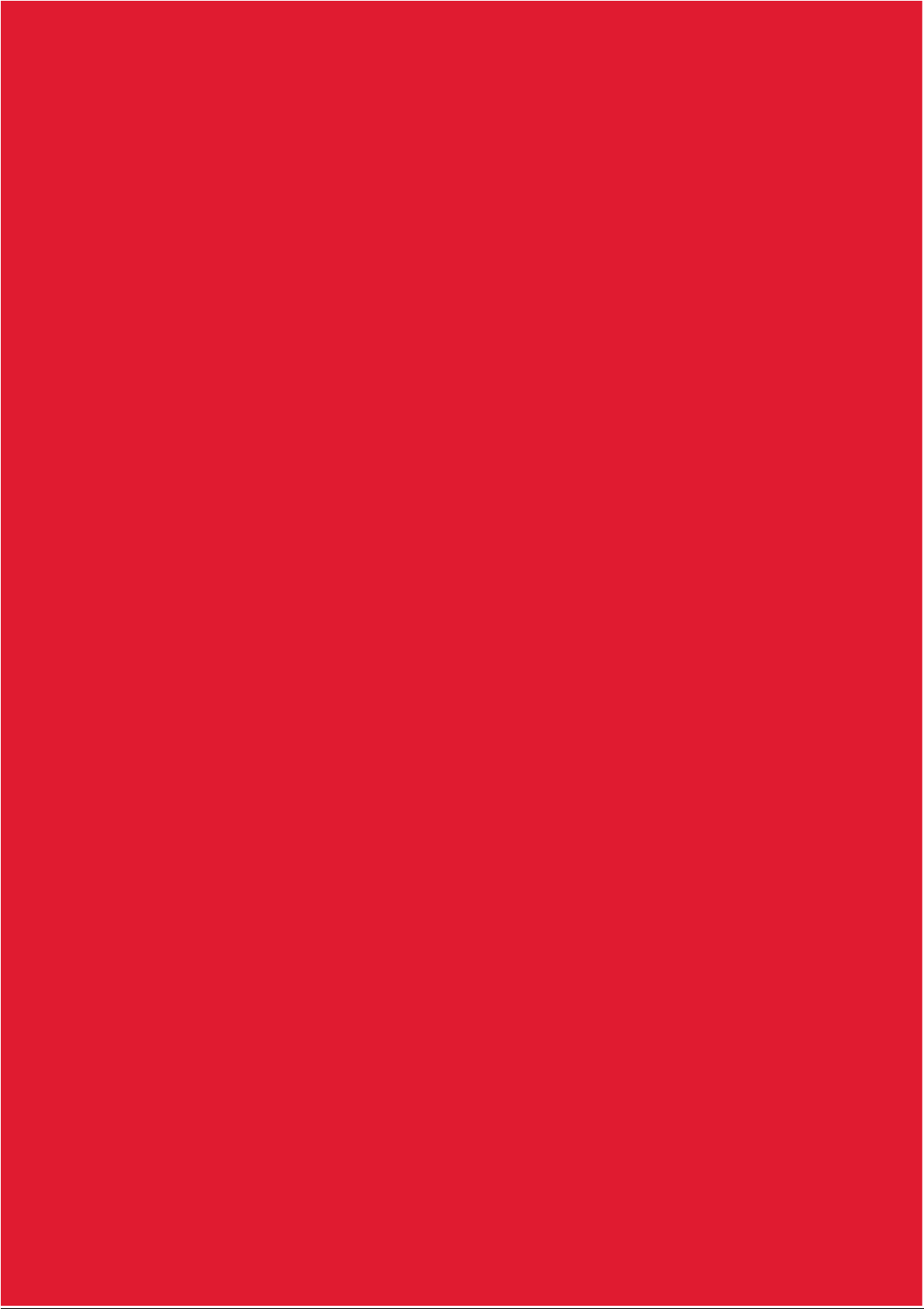
MSSA-PBK undertook a comprehensive district-wide initiative to deliver critical MEP (Mechanical, Electrical, and Plumbing) renovations for Galveston Independent School District (GISD). This multifaceted project involved a strategic overhaul of HVAC systems, incorporating not only necessary upgrades but also the installation of state-of-the-art heating, ventilation, and air conditioning (HVAC) systems. The renovation efforts extended to several GISD educational facilities, notably Oppe Elementary School, Parker Elementary School, and LA Morgan Elementary School.

Our team spearheaded the replacement and modernization of Air Handling Units, ensuring optimal indoor air quality and temperature control to create a conducive learning environment. Additionally, we facilitated the integration of energy-efficient Boilers and Pumps, enhancing the overall heating capabilities of the school while reducing operational costs. The introduction of Variable Frequency Drives (VFD) represented a pivotal aspect of our upgrades, allowing for more precise control of various systems and further energy savings.



*\*Personnel on this project team*

**PROPOSED PROJECT STAFF AND  
THEIR FUNCTIONS**





## 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.*

### DEKALB COUNTY SCHOOL DISTRICT Professional Architectural and Engineering Services

#### PROJECT LEADERSHIP

**W. Valdon Smith**, AIA, NCARB  
Managing Partner, Principal-in-Charge  
-MSSA-PBK-

**Kenneth M. Moore**, AIA, NCARB, LEED AP  
Principal, Client Executive / Project Manager  
-MSSA-PBK-

#### ARCHITECTURAL TEAM

**Bayleigh Kempainen**, AIA, NCARB  
Principal, Project Architect  
-MSSA-PBK-

**Lucian Tatum**, AIA, LEED AP  
Production Architect  
-MSSA-PBK-

**Brett McIver**, AIA, LEED AP  
Principal, Design Director/Project Manager  
-MSSA-PBK-

**Turner Burson**  
Director of Construction  
Contract Administration  
-MSSA-PBK-

**Tanya R. Rawdin**, AIA, NCARB  
Submittal Coordinator  
-MSSA-PBK-

#### CONSULTANTS

**Philip Kempainen**  
Project Manager, Director MEP Engineering - Atlanta  
-LEAF ENGINEERS, AN MSSA-PBK COMPANY-

**Matt Sickorez**, P.E.  
Vice President, Electrical Engineer  
-LEAF ENGINEERS, AN MSSA-PBK COMPANY-

**Mital Patel**, PE, LEED AP BD+C, CxA  
Mechanical Director, Mechanical Engineer  
-LEAF ENGINEERS, AN MSSA-PBK COMPANY-

**Don Richards**, P.E., CxA  
Vice President, Quality Control  
-LEAF ENGINEERS, AN MSSA-PBK COMPANY-

**Brandon Hoffman**, P.E., S.E.  
President, Structural Engineer  
-WILLETT ENGINEERING-

**Cody Lanman**, P.E.  
Project Manager, Civil Engineer  
-EBERLY & ASSOCIATES-

**Shawn LeCrone** RRC, RRO, REWO, IIBEC, CD  
President, Roofing Consultant  
-BEAM PROFESSIONALS, AN MSSA-PBK COMPANY-

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS



Loganville High School ■  
Walton County School District

*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.*

Our team brings the collective resources of global design and innovative leadership. As experts in educational architecture and design as well as a local GA presence, MSSA-PBK, is equipped and has carefully pick a team who we believe will be able to surpass your expectations to execute DeKalb County School District's vision for this project.

**W. Valdon Smith (V.)**, President/Managing Partner with MSSA-PBK, will serve as Principal-in-Charge and will be your point of contact for any major items that may come up during the process of this project. V will be responsible for supporting the oversight efforts with DeKalb County School District. With over 33 years of experience, V will ensure the project design upholds to DCSD's goals and standards as he has personally worked on multiple DCSD projects. He will work alongside

**Kenneth M. Moore**, Project Manager with MSSA-PBK, will be your everyday point of contact and will coordinate staff, as well as all of the design consultants on our team.

**Bayleigh Kempainen**, with MSSA-PBK, will serve as Project Architect. She will work alongside **Lucian Tatum**, serving as the production lead, and project executive/manager to coordinate the accuracy and thoroughness of all project documents.

The design of the project will be an overall team effort led by **Brett McIver**, Design Director with MSSA-PBK. He will provide Next Generation thought leadership and cost effective design applications. His years of experience designing K-12 facilities, including those for your district, will ensure collaborative and sustainable spaces for the district.

**Turner Burson**, Director of Construction Contract Administration with MSSA-PBK, will be the point of contact for the construction phase of the project for all correspondence related to contractor questions (RFIs) and construction paperwork (pay apps, etc.). He will be responsible for alerting all other team members when the project construction is at a point to need their involvement (submittals, site visits, etc.) This role has an enormous influence in identifying and solving problems (calling upon any and all team resources) to meet the clients' satisfaction with the outcome of the project (even if there are problems along the process).

**Tanya Rawdin**, Submittal Coordinator with MSSA-PBK, will serve as the supervisor for the architectural and engineering submittal for this project during construction. This is a key role to resolve any obstacles that arise. All MSSA-PBK and consultant team members will continue in the project during CA, with Turner serving as a key facilitator and observer of the work.

Our in-house consultant, LEAF Engineers, will be the primary design consultant for Mechanical, Electrical, Plumbing, and Low Voltage scope. **Donald Richards**, Vice President, will oversee the quality control alongside the design team throughout the duration of the projects. He will also document and review all drawings to capture errors and make modifications to improve accuracy. He will work alongside **Philip Kempainen**, Project Manager with MSSA-PBK. Philip will be your everyday point of contact and will coordinate staff, as well as all of the design consultants on our team. **Mital Patel**, Director of Mechanical Engineering, will document and review all mechanical and plumbing drawings to ensure quality control and implement any needed modifications to improve accuracy. He will also assist with the development of well-designed, technologically advanced HVAC and central energy systems improve building performance in both new construction and renovations. **Matt Sickorez**, Vice President and Electrical Engineer, will oversee and contribute to electrical and low voltage drawings during the entire project duration and oversee all technological aspects of the proposed project(s).

Our additional in-house consultant BEAM Professionals will be **Shawn LeCrone**, President / Building Envelope with experience in roofing, waterproofing, masonry, stucco, site inspections, consulting, and managing planning.

Our overall integrated team, as shown on the previous page, will collaborate and work together at every stage of design and through construction. Each member of this team will be available and present if fortunate to be selected for an interview.

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

### 5.1.2.3 Brief Resumes

#### W. VALDON SMITH, JR. AIA, NCARB

PARTNER, PRINCIPAL-IN-CHARGE | MSSA-PBK



With more than 36 years in architectural design and project management and seven years of experience as president of MSSA-PBK, V. currently oversees all Georgia operations for MSSA-PBK, including project scheduling, human resources, and contract administration. He has served as Principal-in-Charge for numerous projects since 1997 and for all MSSA-PBK projects since 2015. Over the course of his career, he has been responsible for more than 500 K-12 educational, municipal, and commercial projects with cumulative values in excess of \$2.5 billion.

#### EDUCATION

Auburn University  
Bachelor of Architecture  
Bachelor of Building Construction

#### REGISTRATIONS

Registered Architect:  
Georgia, #RA008279  
NCARB #44540

Total Years Experience: 36+ years

Total Years With Firm: 33+ years

#### EXPERIENCE

##### DeKalb County School District

Druid Hills High School Modernization  
170,938 SF, \$50,000,000  
Lakeside High School Renovations &  
Additions, 160,751 SF, \$19,746,596  
Miller Grove High School Additions,  
255,542 SF, \$4,321,784

##### Walton County School District

Loganville High School RMA, 214,435  
SF, \$30,153,889  
Bay Creek Elementary School 88,339, SF,  
\$12,125,000

##### Cherokee County School District

River Ridge High School, 318,852 SF,  
\$55,052,646  
Creekview High School, 318,077 SF,  
\$31,117,780  
Teasley Middle School, 239,750 SF,  
\$31,117,780  
Ball Ground Elementary School  
& STEM Academy, 146,403 SF,  
\$18,566,830

##### Forsyth County School District

Academies of Creative Education  
154,521 SF, \$56,193,424

#### KENNETH M. MOORE AIA, NCARB, LEED AP

PRINCIPAL, CLIENT EXECUTIVE | MSSA-PBK



Kenneth joined MSSA-PBK in 2000. His architectural experience includes providing design and project management in all phases of the project for a variety of building types. He is a member of the National Council of Architectural Registration Boards and the Griffin-Spalding Historical Society, holding much appreciation for historical preservation. Kenneth has been honored to work closely with many school systems, creating relationships and the unique understanding of the important lasting implications of K-12 projects. In addition to his K-12 design expertise, the people he works with appreciate his endless enthusiasm and energy.

#### EXPERIENCE

##### DeKalb County School District

Druid Hills High School Modernization  
170,938 SF, \$50,000,000  
Lakeside High School Renovations &  
Additions, 160,751 SF, \$19,746,596  
Miller Grove High School, 255,542 SF,  
\$4,321,784

##### Cherokee County School District

Woodstock Middle School Classroom  
Addition, 24,932 SF, \$5,584,197.36  
Cherokee High School, 473,761 SF,  
\$202,202,730  
Creekview High School, 318,077 SF,  
\$31,117,780

##### Henry County School District

Stockbridge Middle School, 138,552  
SF, \$11,502,126.87  
Dutchtown Middle School, 131,500 SF,  
\$11,311,000  
Stockbridge High School, 208,000 SF,  
\$19,281,774  
Dutchtown High School, 273,700 SF,  
\$22,850,000

##### Clayton County School District

Morrow Middle School, 176,360 SF,  
\$24,252,089  
Lovejoy Middle School Renovations,  
112,801 SF, \$7,189,451.13

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

### BAYLEIGH KEMPAINEN AIA, NCARB

PRINCIPAL, PROJECT ARCHITECT | MSSA-PBK



Bayleigh's initiative, attention to detail, and follow-through yield quality projects and fosters client confidence. Her successes are highlighted by a wide range of project experience in the K-12 industry. With a background in architecture, Bayleigh will lead the technical development of design, coordinate the project team and consultants, and oversee project execution from beginning to end. She has carried out various educational projects for some of Houston's largest independent school districts.

#### EDUCATION

Louisiana State University  
Bachelor of Architecture

#### REGISTRATIONS

Registered Architect:  
Georgia #RA016596  
Texas #29503  
NCARB #827192

**Total Years Experience:** 7+ years  
**Total Years With Firm:** 5+ years

#### EXPERIENCE

##### **DeKalb County School District**

Druid Hills High School Modernization  
170,938 SF, \$50,000,000

##### **Alief Independent School District**

New Early Childhood Center, 78,751 SF,  
\$22,726,224

##### **Clear Creek Independent School District**

Clear Creek High School Additions and  
Renovations, 2,291 SF, \$4,004,279

##### **Friendswood Independent School District**

New Cline Elementary School, 117,222  
SF, \$35,000,000

##### **Katy Independent School District**

Jordan High School, 628,154 SF,  
\$138,223,000

Haskett Junior High, 190,729 SF,  
\$43,573,000

Tays Junior High School, 184,329 SF,  
\$31,964,500

Paetow High School, 624,343 SF,  
\$136,722,588

Joe. M Adams Junior High School,  
198,815 SF, \$42,384,183

Stockdick Junior High School, 200,000  
SF, \$36,341,500

### LUCIAN TATUM

PRODUCTION ARCHITECT | MSSA-PBK



Lucian joined MSSA-PBK in 1995, providing design and project management for educational facilities and private sector projects. In 2009, Lucian spearheaded MSSA-PBK's transition from 2D design and documentation into Building Information Modeling (BIM), and he continues to serve as the firm's BIM manager. He particularly enjoys using the 3D capabilities of BIM to allow clients to see exactly what their projects will look like, from the conceptual level to final documentation. Lucian has over 35 years of experience in the construction industry, including over 25 years in the field of architecture.

#### EDUCATION

Master of Architecture,  
Georgia Institute of Technology

Bachelor of Arts  
Georgia State University

#### REGISTRATIONS

Registered Architect:  
Georgia #RA010891  
NCARB #69276

**Total Years Experience:** 28+ years  
**Total Years With Firm:** 20+ years

#### EXPERIENCE

##### **DeKalb County School District**

Druid Hills High School Modernization  
170,938 SF, \$50,000,000

##### **Berrien County School District**

Berrien Elementary School, 99,015 SF,  
\$10,278,246

Berrien Primary School, 104,588 SF,  
\$11,360,584

##### **Butts County School District**

Jackson Elementary School, 109,559  
SF, \$13,721,778

##### **Forsyth County School District**

Academies of Creative Education  
154,521 SF, \$56,193,424

##### **Cherokee County School District**

Ball Ground Elementary School  
& STEM Academy, 146,403 SF,  
\$18,566,830

Canton Elementary School  
146,403 SF, \$24,110,069

Little River Elementary School,  
145,388 SF, \$22,212,447

R.M. Moore Elementary School,  
117,552 SF, \$3,483,971

E.T. Booth Middle School 223,856 SF,  
\$29,239,269

Macedonia Elementary School  
Addition, 31,243 SF, \$5,902,599

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

### BRETT MCIVER AIA, LEED, AP

PRINCIPAL, DESIGN DIRECTOR | MSSA-PBK



Brett joined MSSA-PBK in 1998. His architectural experience includes providing design and project management in all phases of the project for a variety of building types. His background includes eleven years of experience in the management of large school projects and three years of experience in supervision of large multi story commercial developments. Brett has been honored to work closely with many school systems, creating relationships and the unique understanding of the important lasting implications of K-12 projects. In addition to his K-12 design expertise, the people he works with appreciate his endless enthusiasm and energy.

#### EDUCATION

Southern Poly Technical State University  
Bachelor of Architectural Engineering Technology

#### REGISTRATIONS

Registered Architect:  
Georgia, #RA009020  
LEED Accredited Professional

Total Years Experience: 38+ years  
Total Years With Firm: 24+ years

#### EXPERIENCE

##### DeKalb County School District

Druid Hills High School Modernization  
170,938 SF, \$50,000,000

##### Fayette County School District

Auditorium, Fayette County High School,  
373,290 SF, \$19,036,222  
Starr Middle & Starr's Mill High School  
RMA, 373,290 SF, \$19,036,222  
Fayette County Transportation Facility,  
55,087 SF, \$5,966,601

##### Atlanta Public Schools

Lakewood Stadium Replacement,  
40,200 SF, \$13,585,030

##### Forsyth County School District

Academies of Creative Education  
154,521 SF, \$56,193,424

##### Walton County School District

Loganville Elementary School,  
114,615 SF, \$17,778,699  
Loganville Middle School,  
214,435 SF, \$30,153,889  
Loganville High School RMA,  
180,654 SF, \$10,264,813

##### Fulton County School District

Stonewall Tell Elementary School  
Renovation 103,118 SF, \$1,075,000

### TURNER BURSON

DIRECTOR OF CONSTRUCTION CONTRACT ADMINISTRATION | MSSA-PBK



Turner joined MSSA-PBK in 2002. He coordinates the activities of the Contract Administration Department, including the management of on-site construction activities for all projects, the coordination of consultant site observations, and general administration of the construction contract. His background includes experience as an industrial construction operations manager, manufacturing operations manager, and five years as a U.S. Army officer.

#### EDUCATION

Auburn University  
Bachelor of Building Construction

Total Years Experience: 28+ years  
Total Years With Firm: 20+ years

#### EXPERIENCE

##### DeKalb County School District

Lakeside High School Renovations &  
Additions, 160,751 SF, \$19,746,596  
Miller Grove High School Additions,  
255,542 SF, \$4,321,784

##### Walton County School District

Bay Creek Elementary School 88,339  
SF, \$12,125,000\*  
Loganville High School RMA, 214,435  
SF, \$30,153,889

##### Henry County School District

McDonough Middle School 143,597 SF,  
\$22,722,401

##### Cherokee County School District

Little River Elementary School, 145,388  
SF, \$22,212,447  
R.M. Moore Elementary School, 117,552  
SF, \$3,483,971  
Macedonia Elementary School, 31,243  
SF, \$5,902,599  
Ball Ground Elementary School  
& STEM Academy, 146,403 SF,  
\$18,566,830

##### Forsyth County School District

Academies of Creative Education  
154,521 SF, \$56,193,424

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

### TANYA B. RAWDIN AIA, NCARB

SUBMITTAL COORDINATOR | MSSA-PBK



Tanya joined MSSA-PBK in 1997, providing design and project management for new buildings, renovations, and additions. Since 2001, she has served as Submittal Coordinator, supervising the architectural and engineering submittal and shop drawing review for every project under construction. As an architect in Construction Contract Administration, she plays a key role by working with MSSA-PBK field representatives to resolve the inevitable obstacles that arise during construction.

#### EDUCATION

Savannah College of Art and Design  
Master of Architecture  
Bachelor of Architecture

#### REGISTRATIONS

Registered Architect:  
Georgia, #RA013526  
National Council of Architectural  
Registration Boards, #76359

**Total Years Experience:** 26+ years  
**Total Years With Firm:** 25+ years

#### EXPERIENCE

**DeKalb County School District**  
Druid Hills High School Modernization  
170,938 SF, \$50,000,000  
**Berrien County School District**  
2010-2014 5-Year Facility Plan  
2014-2018 5-Year Facility Plan  
**Bibb County School District**  
2013-2017 5-Year Facility Plan  
**Butts County School District**  
2009-2013 5-Year Facility Plan  
**Cherokee County School District**  
2009-2013 5-Year Facility Plan  
2013-2017 5-Year Facility Plan  
2017-2021 5-Year Facility Plan

**Clayton County Public Schools**  
2014-2018 5-Year Facility Plan  
2018-2022 5-Year Facility Plan  
**Fayette County Public Schools**  
2017-2021 5-Year Facility Plan  
**Greene County School System**  
2009-2013 5-Year Facility Plan  
**Griffin-Spalding County School System**  
2015-2019 5-Year Facility Plan  
2019-2023 5-Year Facility Plan

### PHILIP KEMPAINEN

PROJECT MANAGER, DIRECTOR OF MEP ENGINEERING - ATLANTA



As the director of the Atlanta office, Philip oversees all projects in and out of the hands of the LEAF Atlanta team. He has experience in all phases of the MEPT/S project scope ranging from design work to project completion. His background in Mechanical engineering and project management enhances the proficiency that he brings as a project manager and allows him to integrate seamlessly between engineer/designer to client or contractor. Philip maintains oversight of all aspects of the project including but not limited to mechanical and electrical systems, fire alarm systems, security/access control systems, construction documents, and construction administration.

#### EDUCATION

Louisiana State University  
Bachelor of Mechanical Engineering

**Total Years Experience:** 8+ years  
**Total Years With Firm:** 4+ years

*\*Indicates Projects Teamed With  
MSSA-PBK*

#### EXPERIENCE

**DeKalb County School District**  
Druid Hills High School Modernization  
170,938 SF, \$50,000,000\*  
**Fulton County School District**  
Ocee Elementary Renovations, 117,222  
SF, \$7,426,000\*  
**Spring Branch School District**  
Valley Oaks Elementary School  
Additions  
1,630 SF, \$233,109\*  
Stratford High School Renovations  
390,000 SF, \$37,498,196\*  
**Friendswood School District**  
New Cline Elementary School, 117,222  
SF, \$35,000,000\*  
**Cypress-Fairbanks School District**  
New Elementary School No. 58, 126,909  
SF, \$31,352,883\*  
Leonard Brautigam Center-CTE  
Additions 11,904 SF, \$6,644,000\*  
**Arlington School District**  
Alexander Elementary School HVAC  
Replacement 78,000 SF, \$3,600,000\*  
Northbrook High School Additions  
45,263 SF, \$24,885,720\*

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

### MATT SICKOREZ PE

VICE PRESIDENT, ELECTRICAL ENGINEER | LEAF ENGINEERS



Matt has excelled in the industry for the last 17 years. He has diverse experience working on a variety of project types and sizes, so he is well-versed in delivering to clients with their specific needs. He has an extensive background in creating electrical plans and specifications for new constructions and remodeling projects, including schools, office buildings, stadium complexes, and lease spaces. Matt is tenured in the design of emergency power systems, network operations center power systems, and lighting.

#### EDUCATION

University of Houston  
Bachelor of Science Electrical Engineering

#### REGISTRATIONS

Professional Engineer:  
Georgia #PE048183

**Total Years Experience:** 17+ years

**Total Years With Firm:** 16+ years

*\*Indicates Projects Teamed With  
MSSA-PBK*

#### EXPERIENCE

##### **DeKalb County School District**

*Druid Hills High School Modernization  
170,938 SF, \$50,000,000\**

##### **Fulton County School District**

*Ocee Elementary Renovations, 117,222  
SF, \$7,426,000\**

##### **Friendwood School District**

*Cline Elementary School 117,222 SF,  
\$35,000,000\**

##### **La Porte School District**

*Bayshore Elementary School  
Replacement 100,362 SF, \$18,788,792\*  
Heritage Elementary School 100,313 SF,  
\$13,281,721\**

##### **Nacogdoches School District**

*Carpenter Elementary School Park  
77,004 SF, \$11,755,000\**

##### **Humble School District**

*Atascocita Elementary School Phase 1  
114,461 SF, \$15,000,000\**

##### **Cypress-Fairbanks School District**

*Matzke Elementary School Repurpose &  
Renovations 71,259 SF, \$15,870,900\**

##### **Spring Branch School District**

*Nottingham Elementary School 106,000  
SF, \$29,000,000\**

### MITAL PATEL PE, LEED AP BD+C, CxA

MECHANICAL DIRECTOR, MECHANICAL ENGINEER | LEAF ENGINEERS



Mital has 18+ years of experience in the design of mechanical engineering systems for numerous projects including K-12, higher education, commercial, and government. His knowledge covers all aspects of design including load calculations, air-systems selection analysis, primary - secondary pumping systems and the design of integrated direct digital controls.

#### EDUCATION

University of Illinois  
Bachelor of Science  
Mechanical Engineering

#### REGISTRATIONS

Professional Engineer:  
GA #PE039115

**Total Years Experience:** 18+ years

**Total Years With Firm:** 17+ years

*\*Indicates Projects Teamed With  
MSSA-PBK*

#### EXPERIENCE

##### **DeKalb County School District**

*Druid Hills High School Modernization  
170,938 SF, \$50,000,000\**

##### **Fulton County School District**

*Ocee Elementary Renovations, 117,222  
SF, \$7,426,000\**

##### **Cypress-Fairbanks School District**

*Matzke Elementary School Repurpose &  
Renovations 71,259 SF, \$15,870,900\*  
Elementary School No. 58 126,839 SF,  
\$33,252,000\**

##### **Friendwood School District**

*Cline Elementary School 117,222 SF,  
\$35,000,000\**

##### **Nacogdoches School District**

*Carpenter Elementary School Park  
77,004 SF, \$11,755,000\**

##### **Humble School District**

*Atascocita Elementary School Phase 1  
114,461 SF, \$15,000,000\**

##### **La Porte School District**

*Bayshore Elementary School  
Replacement 100,362 SF, \$18,788,792\*  
Heritage Elementary School 100,313 SF,  
\$13,281,721\**

##### **Spring Branch School District**

*Nottingham Elementary School 106,000  
SF, \$29,000,000\**

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

### DON RICHARDS PE, CxA

VICE PRESIDENT, QUALITY CONTROL | LEAF ENGINEERS



Don has more than 38 years of experience and is Director of Mechanical Engineering for PBK. He is responsible for the quality and timely delivery of professional engineering services to clients in both the public and private sectors. His broad base experience in value engineering and life cycle cost analyses, energy conservation, and sustainable design enables him to exercise flexibility to meet, and often exceed, client programmatic requirements while also considering system reliability, maintainability, and ease of operation. Don brings a depth of experience on large educational facilities.

#### EDUCATION

Southern Methodist University  
Bachelor of Mechanical Engineering

#### REGISTRATIONS

Licensed Engineer:  
Texas #61525, Electrical

Certified Commissioning Agent,  
#6121048

**Total Years Experience:** 38+ years  
**Total Years With Firm:** 38+ years

*\*Indicates Projects Teamed With  
MSSA-PBK*

#### EXPERIENCE

##### **DeKalb County School District**

*Druid Hills High School Modernization  
170,938 SF, \$50,000,000\**

##### **Birdville School District**

*Loganville Elementary School, 11,572 SF,  
\$22,000,000\**  
*Loganville Middle School, 214,435 SF,  
\$30,153,889\**

##### **Galveston School District**

*Burnet Elementary School 68,000 SF,  
\$3,987,457\**  
*Academies of Creative Education 154,521  
SF, \$56,193,424\**

##### **Garland School District**

*Birch Elementary School 94,000 SF,  
\$22,500,000\**  
*Rowlett Elementary School 67,535 SF,  
\$2,300,000\**  
*McDonough Middle School 143,597 SF,  
\$22,722,401\**  
*McDonough High School 143,597 SF,  
\$22,722,401\**

##### **Pflugerville School District**

*Mott Elementary School, 109,00SF,  
\$28,300,000\**

### CODY LANMAN PE

PROJECT MANAGER | EBERLY & ASSOCIATES



Cody serves as a Project Manager for Eberly & Associates, Inc. He has experience working on a variety of project types with the firm including multifamily, entertainment, higher education and K-12 education.

As a Project Manager, Cody performs and oversees design work, provides quality review of designs, reports, written opinions and other documents and is responsible for continuous follow-up on client relations, maintaining personal contact with clients throughout the duration of a project and following project completion.

#### EDUCATION

George Mason University  
Bachelor in Civil Environmental  
Infrastructure Engineering

#### REGISTRATIONS

Registered Professional Engineer:  
#PE050699

**Total Years Experience:** 8+ years  
**Total Years With Firm:** 4+ years

*\*Indicates Projects Teamed With  
MSSA-PBK*

#### EXPERIENCE

##### **DeKalb County School District**

*Druid Hills High School Modernization  
170,938 SF, \$50,000,000\**

*North Druid Hills High School Athletic  
Fields, 28 acres, \$1,000,000*

*E.L. Miller Elementary School, 10.98  
acres, N/A*

*Kittredge Elementary School, 30.82  
acres, N/A*

##### **Atlanta Public Schools**

*Redan High School Athletic Fields, 3.78  
acres, \$200,000*  
*Stanton Elementary School, 35 acres,  
N/A*

##### **Fulton County School District**

*Stonewall Tell Elementary School  
Playscapes, 4 acres, \$500,000*

##### **Clayton County School District**

*Group V (Rivers Edge, E.J. Swint and  
Jonesboro), \$8,000,000*  
*Rivers Edge Elementary School, 3 acres,  
EJ Swint Elementary School, 8 acres  
Jonesboro Middle School, 5 acres*

*Pointe South Group (Pointe South ES  
and MS), \$7,000,000*  
*Point South Elementary School, 8 acres  
Point South Middle School, 6 acres*

## 5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

### BRANDON HOFFMAN PE, SE

PRESIDENT | WILLETT ENGINEERING



Following 12 years of experience with Willett Engineering Company, Brandon Hoffman became owner and president of the company on January 1, 2024. Brandon's extensive engineering portfolio includes steel, masonry and concrete structures for a multitude of building sizes and complexities, ranging from retail spaces to distribution warehouses and apartment buildings, among others. He has delivered projects for some of the nation's largest school districts, for national and international brands, and for reputable architects and contractors throughout the U.S. Brandon is committed to developing each team member's skills and service offerings as well as to maintaining best practices for keeping all of WEC's projects on budget and on time. His approach is to work directly with the client through all project phases to ensure the highest caliber of structural engineering services at every step of the way.

#### EDUCATION

Georgia Institute of Technology  
Bachelor of Science  
Civil Engineering

#### REGISTRATIONS

Professional Engineer:  
GA #PE041134

**Total Years Experience:** 12+ years  
**Total Years With Firm:** 12+ years

*\*Indicates Projects Teamed With  
MSSA-PBK*

#### EXPERIENCE

**DeKalb County School District**  
Henderson Middle School Renovation,  
51,000 SF, \$16,000,000

**Cherokee County School District**  
Cherokee High School, 473,761 SF,  
\$202,202,730\*

**Fayette County School District**  
Whitewater High School Addition, 5,519  
SF, \$695,605\*

**Thomaston-Upson School System**  
Upson-Lee High School Agricultural  
Center 18,848 GSF, \$5,405,708\*

**Clayton County School District**  
Forest Park Middle School, 228,000 SF,  
N/A

M.D. Roberts Middle School, 55,000 SF,  
\$10,800,000

**Cobb County School District**  
Birney Elementary School, N/A, N/A

**Salem Schools**  
Salem Schools FEMA Storm  
Shelters, 20,400 SF, N/A

**Stone Mountain, Georgia**  
Stone Mountain Train Depot, 5,600SF,  
N/A

### SHAWN LECRONE RRC, RRO, REWO, IIBEC, CD

PRESIDENT, ROOFING/BUILDING ENVELOPE | BEAM PROFESSIONALS



Shawn has over 19 years of experience with building envelope project management, facility assessments and long-range master planning. Shawn's experience includes roofing, waterproofing, masonry, stucco, site inspections, consulting, and management planning of exterior building envelope projects. He has an exceptional record for designing high-quality, long-term building envelope systems that are within budget and is experienced in providing quality assurance during construction, final closeout, and warranty administration.

#### EDUCATION

IntelliTec College  
Occupational Studies

#### REGISTRATIONS

Registered Roof Consultant,  
#RRC-0889  
Registered Roof Observer, #RRO-1034  
Registered Exterior Wall Observer,  
#REWO-1034

**Total Years Experience:** 19+ years  
**Total Years With Firm:** 19+ years

*\*Indicates Projects Teamed With  
MSSA-PBK*

#### EXPERIENCE

**Allen Independent School District**  
Performing Arts Center & Fine Arts  
Expansion, 155,000 SF, \$27,130,563\*

**Alief Independent School District**  
Horn Elementary School 110,801 SF,  
\$10,548,500\*

**Clear Creek Independent School  
District**  
Clear Springs High School 456,000 SF,  
\$54,098,219\*  
Clear Creek High School Rebuild  
234,246 SF, \$29,403,900\*

#### Katy Independent School District

Joe M. Adams Junior High School,  
198,816 SF, \$42,384,183\*  
Stockton Junior High School 236,231  
SF, \$52,099,868\*

#### Galveston Independent School District

Ball High School 482,567 SF  
\$245,952,659\*

#### Galena Park Independent School District

Galena Park High School 110,810 SF,  
\$10,802,024.35\*





## 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. Furthermore, if the submitting firm is a joint venture they shall also include projects for each firm comprising the joint venture.

### Our team is dedicated, consistent and follows through.

Our team, including the selected sub-consultants, fully commits the necessary time and resources for the successful completion of professional architecture and engineering services for DeKalb County School District. Our collective team has sufficient staff and resources to work on any solicited project and is very familiar with Georgia's local conditions.

The following pages contain lists that represent outstanding projects and current workload including members proposed on this project team. While the project will be led by the team in our Sugar Hill office it is important to note that MSSA-PBK operates as a "firm without walls" and, as needed, each of our over 850 planning, design, and support professionals can be used for DeKalb County School District's projects.

### MSSA-PBK - ARCHITECTURE

Owner & Project Name	Percentage Complete	Anticipated Completion Date	Contract Amount
<b>Cherokee County School District</b>			
New Cherokee High School Replacement	12% CA	December 2025	\$8,954,788
<b>Clayton County Public Schools</b>			
Riverdale Early Learning Center	Bidding	Spring 2025	\$1,401,357
Renovations to CCPS/Maintenance Complex	CA	Fall 2023	\$383,940
Group V – River's Edge ES, EJ Swint ES & Jonesboro MS HVAC & Roof Replacements	50% CD	August 2024	\$480,000
Group VI – Roberta T. Smith ES, Adamson MS & Drew HS HVAC & Roof Replacements	50% CD	August 2024	\$480,000
Pointe South ES & MS RM	50% CD	August 2025	\$420,000
<b>DeKalb County Schools</b>			
Druid Hill High School Modernization	30%	April 2024	\$350,000
<b>Fayette County Schools</b>			
Wintewater HS Auxiliary Gymnasium Addn	CA	March 2025	\$407,985
Tennis Courts @ FCHS/SCHS/SMHS/WWHS	CA	TBD	\$313,524
McIntosh HS Auxiliary Gymnasium Addn	DD's	TBD	\$660,000
<b>Forsyth County Schools</b>			
North Forsyth High School Addn/Renovation	5% CA	Summer 2025	\$768,660
Big Creek ES RM	CD's	January 2026	\$236,500
Daves Creek ES RM	CD's	January 2026	\$115,500
South Forsyth HS RM & Track Expansion	CD's	January 2026	\$500,500
Mashburn ES RMA	Preliminaries	March 2026	\$1,200,000
<b>Griffin-Spalding County Schools</b>			
Kennedy Road MS Renovations	CD's	June 2025	\$275,000
Anne Street ES Renovations	CD's	June 2025	\$55,000
Moreland Road ES Renovations	CD's	June 2025	\$220,000
New Bus Shop	Schematics	TDB	\$126,225
Taylor Street Campus Sitework	CD's	Summer 2024	\$71,500
Taylor Street Campus Reroof Bldg. "A"	CA	July 2024	\$127,655
Futral Road Elementary Renovations	80% CA	July 2024	\$213,455

“If you choose to work with MSSA-PBK, this firm and their wonderful professionals will stay with you from concept to completion. They will share your pride when the facility opens its doors and makes its impact on your school district and your community.”

– Larry D. Derico, Ed.D.  
Superintendent  
Thomaston-Upson County  
Schools

## 5.1.3 WORKLOAD

### MSSA-PBK - CONTINUED

Henry County Schools			
Ola Middle Addn / 2 <sup>nd</sup> Entrance	CD's	October 2025	\$417,000
New STEM High School	DD's	Fall 2025	\$2,230,600
New Administration Office Facility/RMA Of Existing Administration Office Facility	20% CA	December 2024	\$989,197
School Electronic Message Signs (41 facilities)	50% CA	Spring 2024	\$158,973
Birch Creek Elementary	66% CA	May2024	\$294,814
New Transportation Facility/RMA of Existing Transportation Facility	10% CA	February 2025	\$1,156,640
ARMS & SMS Athletic Facilities Improvements	90% CA	September 2023	\$89,664
HVAC Modifications @ ARES & ELES	CA	July 2024	\$26,940
Thomaston-Upson County Schools			
Upson-Lee Athletic Facilities	CD's	September 2025	\$996,000
Upson-Lee High Softball Complex	40% CA	May 2024	\$502,686
Tift County Schools			
Len Lastinger Elementary Renovations	95% CA	Summer 2024	\$775,124
New Middle School	100% CD's	Summer 2025	\$3,850,000
Walton County School District			
Youth Elementary RM	5% CA	August 2025	\$728,196
Youth Middle Roof Recover	90% CA	Summer 2024	\$55,272
Youth Middle Rooftop HVAC Replacement	50% CA	Summer 2024	\$99,000
Atha Road Elementary RM	CA	October 2024	\$678,692
YMCA GA Piedmont			
New Walton County YMCA	CA	Fall 2024	\$687,500

### WILLETT ENGINEERING - STRUCTURAL ENGINEERING

Client & Project Name	Percentage Complete	Anticipated Completion Date	Contract Amount
<b>K.A. Oldham Design</b>			
Crescent Corner's Mixed-Use Development	90% CDs	February 2024	\$145,000
<b>MSSA-PBK</b>			
Upson-Lee School Improvements	75% CA	January 2024	\$72,000
Cherokee High School	70% CA	August 2024	\$266,000
Tift County Middle School	100% CDs	June 2024	\$96,000
<b>SRJ</b>			
Hancock County Classroom Addition	90% CDs	May 2024	\$9,000
<b>TowerPinkster</b>			
Brownstown Elementary School Gym	100% CDs	December 2024	\$24,000

### EBERLY & ASSOCIATES - CIVIL ENGINEERING

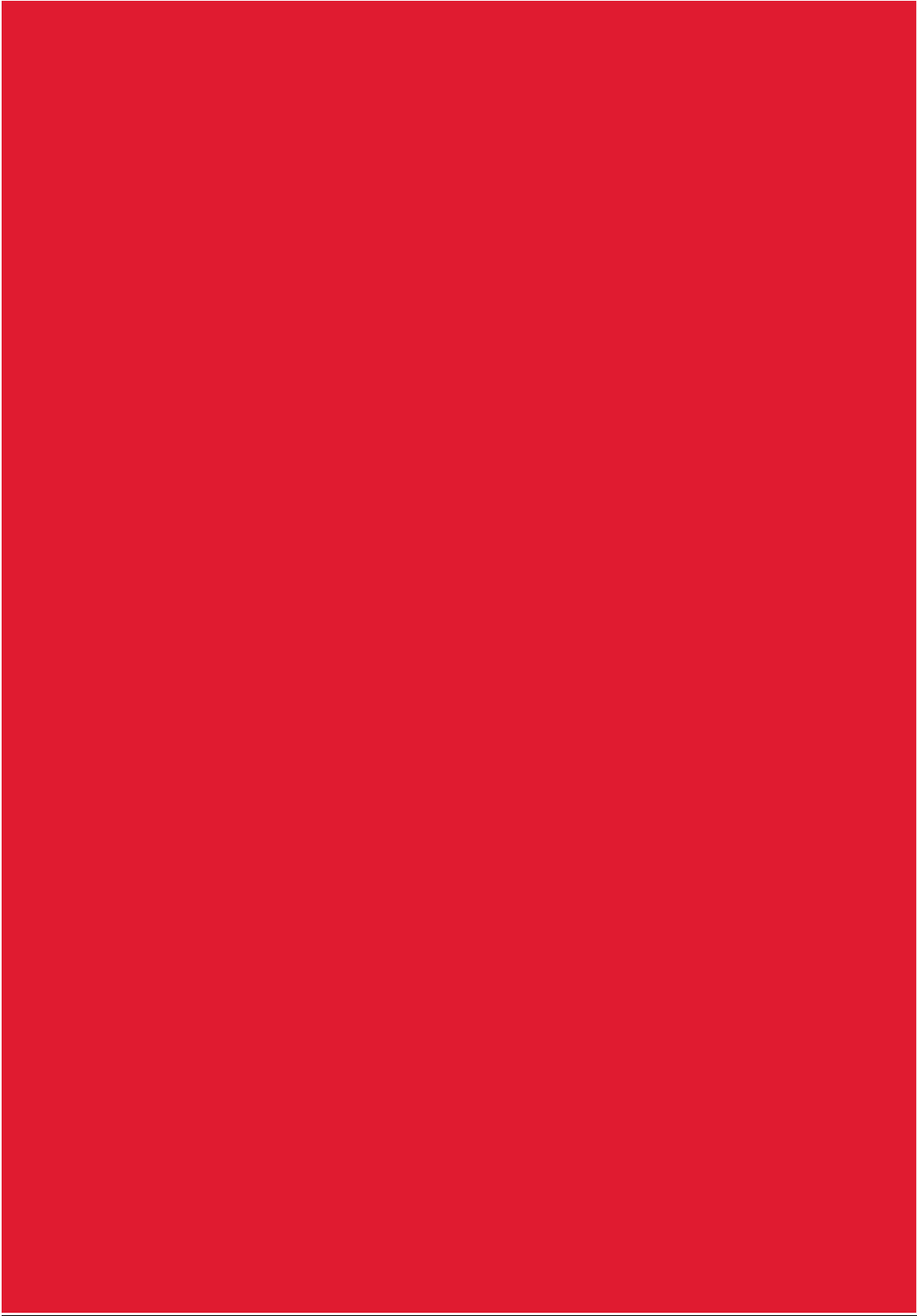
Owner & Project Name	Percentage Complete	Anticipated Completion Date	Current Dollars Committed
<b>DeKalb County Public Schools</b>			
Druid Hills Modernization-Phase I	75% Study Assessment	3/2024	\$20,000
Druid Hills Modernization-Phase II	Awaiting Completion of Phase I	6/2024	TBD
Cross Keys High School Renovation & Modernization	90% Design Development	7/2026	\$13,200

“The firm did an outstanding job on this specific project (Alliance Academy for Innovation.) We continue to use them on many other projects after Alliance and will continue to use them in the future. Outstanding partner.”

- Matt Wark,  
Chief Facilities Officer  
Forsyth County Schools



Alliance Academy for Innovation ■  
Forsyth County School District



DESIGN FEE



## 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.

Services will be billed on a time and materials basis not to exceed \$8,000,00. Hourly rate schedules for MSSA-PBK are provided below. Invoices will be submitted on a monthly basis.

5.1.5.2 Indicate any breakdown of the proposed Design Fee as required by the attached form.

Please see below pages 1 and 2 of Attachment C: Design Professional Rate Schedule for MSSA-PBK's design professional rate schedule.

**ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE**

Project Name: Professional Architectural/Engineering Services RFQ No: 24-752-017  
 Project No: NA  
 RFQ Date: December 11, 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,  
Valdon Smith Jr.  
 [Legal name of Architect]  
525 East Taylor Street  
 [Address of Architect]  
Oriffin, Georgia 30223  
 [Address of Architect]  
770-237-5473  
 [Telephone number of Architect]  
valdon.smith@mssa-pbk.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 No. NA 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:	\$ 210.00 per hour
Director:	\$ 165.00 per hour
Sr. Project Architect/Project Manager:	\$ _____ per hour
Project Architect:	\$ 110.00 per hour
Project Manager:	\$ 110.00 per hour
Project Coordinator:	\$ 100.00 per hour
Interior Designer:	\$ 110.00 per hour
Project Captain:	\$ 80.00 per hour
Technical Staff:	\$ 110.00 per hour
Contract Administrator:	\$ 85.00 per hour
Clerical:	\$ 50.00 per hour

Project Name: Professional Architectural/Engineering Services RFQ No: 24-752-017  
 Project No: NA  
 RFQ Date: December 11, 2023 Page 2 of 5

Estimator:	\$ 85 per hour
Scheduler:	\$ 80 per hour
Designer:	\$ 85 per hour
CADD:	\$ 85 per hour
Civil Engineer:	\$ 110 per hour
Junior Civil Engineer:	\$ 75 per hour
Civil Draftsman:	\$ 115 per hour
Structural Engineer:	\$ 90 per hour
Junior Structural Engineer:	\$ 117 per hour
Structural Draftsman:	\$ 90 per hour
Mechanical Engineer:	\$ 117 per hour
Junior Mechanical Engineer:	\$ 90 per hour
Mechanical Draftsman:	\$ _____ per hour
Electrical Engineer:	\$ 90 per hour
Junior Electrical Engineer:	\$ 90 per hour
Electrical Draftsman:	\$ _____ per hour
Fire Protection Engineer:	\$ 145 per hour
Junior Fire Protection Engineer:	\$ 90 per hour
Fire Protection Draftsman:	\$ 90 per hour
FF&E Coordinator:	\$ 80 per hour
Others as appropriate:	\$ _____ per hour

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

NAME	FUNCTION
<u>Valdon Smith Jr.</u>	<u>Managing Partner</u>
<u>Kenneth Moore</u>	<u>Principal, Client Executive</u>
<u>Ben Miller</u>	<u>Design Director, Project Manager</u>
<u>Rayleigh Kempman</u>	<u>Principal, Project Architect</u>
<u>Lucian Tatum</u>	<u>Production Architect</u>
<u>Turner Burton</u>	<u>Director of Construction Contract Administration</u>
<u>Tanya R. Rowdin</u>	<u>Submittal Coordinator</u>
_____	_____
_____	_____

5.1.5 DESIGN FEE

2,500+ Number of renovations of educational spaces completed by MSSA-PBK

5.1.5.3 Acknowledge receipt of addendum, if any.

MSSA-PBK acknowledges Addendum No. 1, Addendum No. 2, and Addendum No. 3 posted on IonWave for this RFQ.

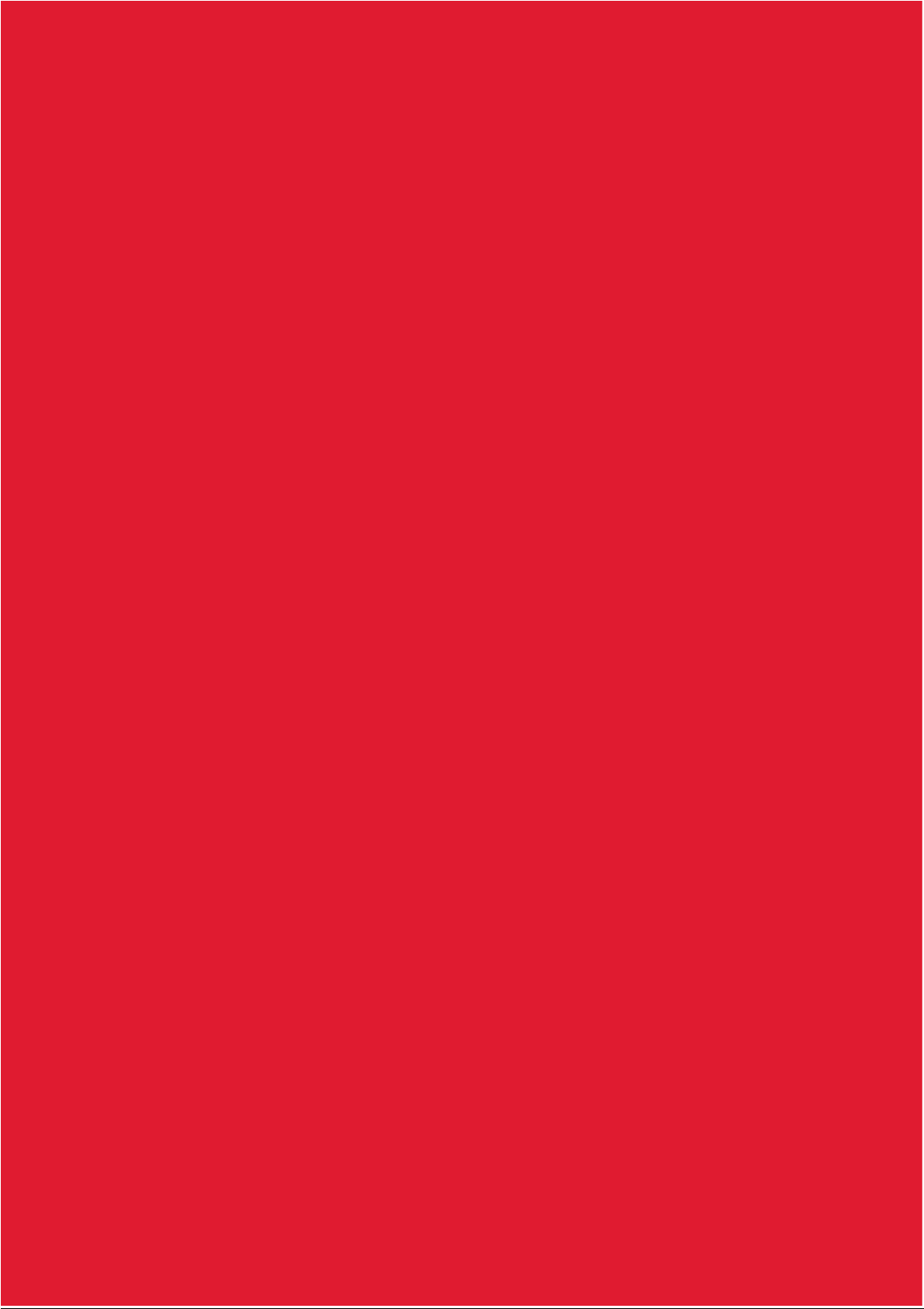
5.1.5.4 All blanks shall be filled in and shall be filled in by typewriter or manually and legibly, in ink. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

Acknowledged. MSSA-PBK has filled in all blanks in the "Attachment C Design Professional Rate Schedule Form." Please view the complete attachment uploaded to the IonWave portal.



Fairview Elementary School Exterior Modifications ■ Henry County School District

**REFERENCES**





## 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.*

Our team has successfully delivered numerous K-12 projects throughout DeKalb County and surrounding regions, as well as three projects we are currently working on, including the Druid Hills High School Modernization. Through this work, we have learned that how and when information is collected, processed, integrated, shared and communicated is absolutely vital to project quality and success. We intend to employ an inclusive, consensus based and highly interactive approach. It will include numerous workshops, interactive websites, one-on-one discussions, surveys, case studies and presentations; all will be aimed at bringing stakeholders and key decision makers into agreement on the parameters, goals, budget, and planning principles that will guide project evolution and delivery. A critical path decision making schedule will be developed to inform and guide all participants.

### **Business Culture**

The majority of our work is from repeat clients, and we believe this is due to our client service. The professional culture of both firms revolves around excellent client service. Our goal is to perform at a level that exceeds our clients' expectations in every way. We make it our professional obligation to design to the highest of standards, respond faster and follow through in a thorough manner. It is our business to develop lifetime relationships with our clients, and we believe it is this high level of performance and expectation that enables us to accomplish that.

*The following pages contain written recommendations from past clients that will further illustrate our expertise and commitment to providing the best services possible.*



Dorothy Adkins Middle School ■ Corpus Christi Independent School District

## 5.1.6 REFERENCES



**Cherokee  
County  
School  
District**

**DR. BRIAN V. HIGHTOWER**  
*Superintendent of Schools*

**KYLA CROMER**  
*School Board Chair*

**KELLY POOLE**  
*School Board Vice-Chair*

**MIKE CHAPMAN**

**JOHN HARMON**

**PATSY JORDAN**

**CLARK MENARD**

**ROBERT RECHSTEINER**

17 July 2019

**SUBJECT:** Request for Qualifications – Manley Spangler Smith Architects

To Whom It May Concern:

Manley Spangler Smith Architects (MSSA) has been the architect of record for the Cherokee County School District (CCSD) since 2002. They have worked with the Office of Support Services on Capital Improvements planning, cost estimates, information gathering and compiling our Five-Year Local Facility Plan.

MSSA has been involved in over 17 new/renovation Capital Improvement projects with CCSD which encompass the construction of six elementary schools, five middle schools and six high schools. They are professional, well respected and highly recommended.

If additional information from Dr. Brian V. Hightower, Superintendent of Schools, is necessary, his email address is [brian.hightower@cherokeek12.net](mailto:brian.hightower@cherokeek12.net) and the phone number to reach his office is 770.479.1871. Additionally, please feel free to call my office at 770.721.8445 with any questions regarding this matter.

Regards,



William J. Sebring  
Chief Support Services Officer  
Division of Support Services  
Cherokee County School District

WJS:dm

1205 Bluffs Parkway  
Canton, Georgia 30114  
770.479.1871  
[www.cherokeek12.net](http://www.cherokeek12.net)

## 5.1.6 REFERENCES



Dr. Jeffrey Bearden, Superintendent • 1120 Dahlonega Highway • Cumming, Georgia 30040 •  
Telephone 770.887.2461 • Fax 770.781.6632

To Whom It May Concern,

Forsyth County Board of Education selected Manley Spangler Smith Architects during our 2014 Capital Project Bond program out of a field of eight firms in competition to develop very complicated Additions and Modifications to South Forsyth High School. The programming required a new Administration, Cafeteria, Gymnasium and 23 new or modified Instructional Units to be located directly between two existing buildings to provide a secured interior access. The school can now accommodate 2,350 students with Cafeteria and Gym design to accommodate over 2,500. The project was phased to allow the new construction to be completed first following with existing facility modifications into new instructional areas.

Manley Spangler Smith Architects began work on the project documents in August 2014 and delivered the documents for C.M. at Risk Proposal by February 2015, construction began by May 2015, was completed and fully operational for the start of school in August 2017.

The quality of the project documents and successful project completion earned Manley Spangler Smith Architects the award of the Alliance Academy for Innovation, a non-traditional high school for 1,200 students. Alliance Academy is a 3-story, high level technical career center with over 188,000 square feet. The unique building design was incorporated into the topographical feature known as "Bald Ridge" overlooking Lake Lanier. The design began in March 2016 and released for construction by November 2016. The project was substantially completed April 2018 and staff is occupying the building, preparing for the start of school. Manley Spangler Smith Architects will be continuing work on this site with a 600-space student parking deck this year.

Forsyth County Schools is currently contracting with Manley Spangler Smith Architects to develop two new facilities on our main Board of Education campus to include a replacement facility for our Academies of Creative Education to serve 900 students in one of three programs. The other facility is a 2,000 seat Performing Arts Cultural Center for dramatic arts, music and visual art gallery. The new theater will serve all Forsyth County Schools and will be available for other local / regional events.

We have been very pleased with our relationship that has developed over the last four years with Manley Spangler Smith Architects. We look forward to the new projects and anticipate that they will be as exciting and successful as the previous.

Respectfully,

*Tim Amerson*

Tim Amerson  
Director of Facility Planning

Forsyth County Schools does not discriminate on the basis of race, color, religion, national origin, age, disability, or gender in employment decisions or educational programs and activities.

[www.forsyth.k12.ga.us](http://www.forsyth.k12.ga.us)

5.1.6 REFERENCES



HOUSTON INDEPENDENT SCHOOL DISTRICT  
Construction Services  
3200 Center Street, Houston TX 77007

www.HoustonISD.org  
www.twitter.com/HoustonISD

April 24, 2023

To Whom It May Concern,

Houston Independent School District (HISD) has proudly worked alongside PBK Architects (PBK) since 1992. For over 30 years, PBK has remained a loyal partner to the District, having successfully completed almost 90 projects together. From architectural to planning services, PBK has collaborated with HISD on a diverse portfolio of projects, from larger new construction assignments to smaller addition and renovation projects and Facility Condition Assessments.

Every facility PBK has helped HISD complete has efficiently served our community's needs. The firm most recently rebuilt Bellaire High School, which provides students and teachers with a 21<sup>st</sup> Century learning environment that offers flexible spaces and promotes collaboration. Other notable projects include Mandarin Immersion Magnet School and Delmar Fieldhouse.

Our District is thankful for its trusted partnership with PBK and looks forward to exploring future opportunities that will further our mission to empower all HISD students and faculty. I highly recommend PBK to anyone looking for an Architectural consultant who provides high-quality services and always puts the client first.

Sincerely,

Eric G. Ford  
*Senior Manager of Facilities Planning & Design*  
CONSTRUCTION SERVICES DEPARTMENT  
713-556-9424 (office) | 713-556-9277 (fax)  
[EFord4@houstonisd.org](mailto:EFord4@houstonisd.org) (email)





This submission was printed on FSC-certified Process Chlorine-Free paper that contains 80% post-consumer recycled fibers and is certified by Green Seal.

**EXHIBIT “H”**

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

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

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

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

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

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

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

**Required Local Funds** in the amount of \$\_\_\_\_\_, and

**Additional Required Local Funds** in the amount of \$\_\_\_\_\_.

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

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

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

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

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

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

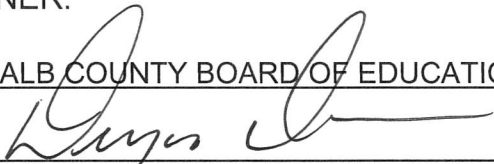
- 13. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner’s request, and shall also, **at a minimum, inspect work at the Project site** \_\_\_\_\_, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed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

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

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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature]

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

By:   
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

6-25-24  
[Date of Execution]

ARCHITECT:

MSSA-PBK

By:   
[Signature]

William Valdon Smith, Jr.  
[Printed Name]

Managing Senior Principal  
[Title]

525 East Taylor St.

Griffin, GA 30223  
[Printed Address]

5-31-2024  
[Date of Execution]

## EXHIBIT "I"

### CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

2203531  
EEV/Basic Pilot Program User Identification Number

07/27/2023  
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.

PBK Architects, Inc.  
Company Name / Contractor Name

\_\_\_\_\_  
Date

*[Signature]*  
BY: Signature of Authorized Officer or Agent  
Managing Senior Principal

5-31-2024  
Date

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

William Valdon Smith, Jr.  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
30<sup>th</sup> DAY OF \_\_\_\_\_, 2024

*[Signature]*  
Notary Public  
My Commission Expires 01-03-2026



**EXHIBIT "J"**

**SUBCONTRACTOR AFFIDAVIT**

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

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

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

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

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

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


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

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

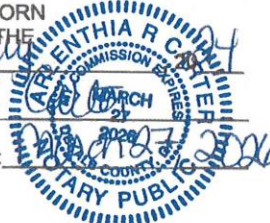
Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving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

311503 8/25/2011  
EEV/Basic Pilot Program User Identification Number Date of Authorization

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

 5/29/2024  
BY: Signature of Authorized Officer or Agent Date  
Eberly & Associates, Inc.  
(Subcontractor Company Name)  
President & CEO  
Title of Authorized Officer or Agent of Subcontractor  
Kevin Edwards  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE 11th DAY OF May  
Arletha R. Carter  
Notary Public  
My Commission Expires: March 27, 2026



**EXHIBIT "J"**

**SUBCONTRACTOR AFFIDAVIT**

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

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

194291  
EEV/Basic Pilot Program User Identification Number

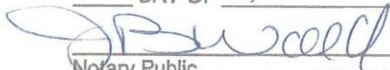
03/02/09  
Date of Authorization

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  
Willett Engineering Company Inc  
(Subcontractor Company Name)  
President  
Title of Authorized Officer or Agent of Subcontractor  
Brandon J Hoffman  
Printed Name of Authorized Officer or Agent

5/29/24  
Date

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

  
Notary Public  
My Commission Expires: 03/16/2027



**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 MSSA-PBK (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.

2203531 07/27/2023  
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.

[Signature] 05/30/2024  
BY: Signature of Authorized Officer or Agent Date  
PBK Architects, Inc. / BEAM  
(Subcontractor Company Name)  
Vice President of Operations  
Title of Authorized Officer or Agent of Subcontractor  
Gary Gilmore  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
30 DAY OF May, 2024  
Lindsay Teague  
Notary Public  
My Commission Expires: April 3, 2027

