



# Signature Routing Form

AOM Initials: moa 3/12/25

## For Superintendent's Approval/Signature

Date: 3/11/2025

Division Head: Erick Hofstetter (Operations)

Initials: EA

Purpose: Superintendent & BOE Approvals/Signatures

Other: Click here to enter text.

Title of Document: Master Agreement-Hoar Program Management, LLC-Capital Improvement and Program Management Serices-Project No.901-36

From (if other than Division Head): Click here to enter name & department.

Legal Review:  NO  YES

BOE Approval:  NO  YES

Charge Code: 306.8013.90136.MGTADMINDC

Notes: Master Agreement-Hoar Program Management, LLC-Capital Improvement and Program Management Serices-Project No.901-36 for a not to exceed amount of \$5,630,326.00.

**DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY**

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: Belinda Quillet/Kea Arthur Ext. 61475

### For Superintendent's Office Use Only

Date received: 3/12/25 Date returned: 3/20/2025 Processor's Initials: \_\_\_\_\_



DATE RECEIVED: \_\_\_\_\_  
MATTER ASSIGNED TO: \_\_\_\_\_

## Request for Legal Assistance DCSD Office of Legal Affairs

ATTORNEY – CLIENT COMMUNICATION

PLEASE SUBMIT COMPLETED REQUEST FORM TO  
DCSD OFFICE OF LEGAL AFFAIRS.

\*\*\* This request is a confidential communication and should be treated as such \*\*\*

### DESCRIPTION OF REQUEST

Title of Item/Topic: Legal Review and Approval – Board Agenda Item Only  
(e.g., contract review, policy matter, etc.)

Date of request: 1/8/2025 Due Date: 1/8/2025 (Allow 3 to 5 business days)

Background information/Detail: E-SPLOST – VI -Contract Award - RFP No. 25-752-004 - Capital Improvement Program Planning and Management Services – Hoar Program Management, LLC - Not to Exceed \$5,630,326.

### PROCUREMENT DETAILS (if applicable)

Include details confirming that all applicable DCSD procurement policies and requirements have been adhered to: \_\_\_\_\_

### SUPPORTING DOCUMENTATION

Please attach/include any additional supporting documentation that are relevant to your request.

Description of supporting documentation, if any Chronology, BAI, Contracts, and all applicable documents

### REQUIRED AUTHORIZATION

Requested by: Darlene Y. Hughes

Email: darlene.hughes@dekalbschoolsga.org Telephone: 678-676-1447

Department: Operations Division

Cabinet Member authorizing the request: Erick Hofstetter


### LEGAL APPROVAL

Approved as to form by the DCSD Office of Legal Affairs?  Yes  No

**-OR- (check one only)**

Approved as to form by Outside Legal Counsel?  Yes  No

\*Referrals to Outside Legal Counsel must be coordinated and approved by the DCSD Legal Dept.

Approving Attorney (and law firm if Outside Counsel) H. Eric Hilton, Esq. 

Comments: \_\_\_\_\_



Robert R. Freeman Administrative Complex  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083

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## MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer  
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent  
Office of the Superintendent

DATE: January 24, 2025

RE: **E-SPLOST ~ VI -Contract Award ~ RFP No. 25-752-004 ~ Capital Improvement Program Planning and Management Services ~ Hoar Program Management, LLC (Not to exceed \$5,630,326)**

At its virtual called meeting on Friday, January 24, 2025, the DeKalb Board of Education approved the award of **RFP No. 25-752-004 Capital Improvement Program ("CIP") Planning and Management Services to Hoar Program Management LLC**. The Board is requested to approve a **not to exceed amount of \$5,630,326** for Capital Improvement Planning and **Year 1** of Capital Improvement Program Management services.

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance  
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance

**MASTER AGREEMENT FOR CAPITAL IMPROVEMENT  
PROGRAM PLANNING AND CAPITAL IMPROVEMENT  
PROGRAM MANAGEMENT SERVICES**

**BETWEEN**

**THE DEKALB COUNTY BOARD OF EDUCATION**

**AND**

**HOAR PROGRAM MANAGEMENT, LLC**

**Project Name: Hoar Program Management, LLC**  
**Project No.: RFP No. 25-752-004**  
**Cost Code: 306.8013.90136.MGTADMINDC**

**Dated: March 1, 2025**

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## **SCHEDULE OF EXHIBITS**

EXHIBIT "A" SCHEDULE OF HOURLY RATES

EXHIBIT "B" PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

EXHIBIT "C" FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

EXHIBIT "D" CONTRACTOR AFFIDAVIT

EXHIBIT "E" SUBCONTRACTOR AFFIDVIT

EXHIBIT "F" CAPITAL IMPROVEMENT PROGRAM PLANNING AND MANAGEMENT SERVICES PRICE PROPOSAL

EXHIBIT "G" OWNER'S CRITERIA AND NARRATIVE SCOPE OF WORK

EXHIBIT "H" CONTRACTOR'S SUBMITTAL

EXHIBIT "I" OWNER'S CAPITAL IMPROVEMENT PLAN FOR PROGRAMS

EXHIBIT "J" OWNER'S CAPITAL IMPROVEMENT PROGRAM PLANNING SERVICES

**MASTER AGREEMENT FOR CAPITAL IMPROVEMENT PROGRAM PLANNING AND CAPITAL IMPROVEMENT PROGRAM MANAGEMENT SERVICES**

This MASTER AGREEMENT FOR CAPITAL IMPROVEMENT PROGRAM PLANNING AND CAPITAL IMPROVEMENT PROGRAM MANAGEMENT SERVICES (the "Agreement") is made and entered into by and between: The DeKalb County Board of Education (the "Owner"), and Hoar Program Management, LLC 1100 Circle 75 Parkway, Suite 850 Atlanta, GA 30339 (the "Program Manager").

This Agreement shall commence as of the Effective Date and the Initial Term shall continue through May 31, 2026, unless earlier terminated as provided herein (the "Initial Term"). The Initial Term shall include Capital Improvement Program Planning Services, as defined herein, which shall commence on the Effective Date. The Initial Term shall also include Capital Improvement Program Transition Related Services, which shall commence on the Effective Date and conclude upon commencement of the Capital Improvement Program Project Management Services, as defined herein. The parties anticipate that the Capital Improvement Program Project Management Services shall commence on June 1, 2025, unless the parties mutually agree to commence those services earlier as contemplated by this Agreement. In addition to the Initial Term, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of the Owner. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless the Owner terminates this Agreement as set herein. Renewal will depend upon the best interests of the Owner, funding, and the Program Manager's performance subject to the other termination methods available to the Owner herein.

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Program Manager agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.1 "Additional Services" means those services, duties, obligations and responsibilities set forth in Article 5 of this Agreement.

1.2 "Applicable Laws" means all laws, statutes, ordinances, codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies, relating to or affecting a Project including, without limitation, all environmental, health, safety, building, and employment laws.

1.3 "Basic Services" means all Services required of Program Manager by this Agreement, excepting only Additional Services.

1.4 "Capital Improvement Program Planning Services" shall mean the services set forth in Section IX of RFP No. 25-752-004, Task 1: Capital Improvement Planning which is set forth in Exhibit "G" which is incorporated herein by reference, along with the Services set forth in Exhibit "J" which is incorporated herein by reference.

1.5 "Capital Improvement Program Project Management Services" shall mean the services set forth in Section IX of RFP No. 25-752-004, Task 2: Capital Improvement Project Management, which is affixed hereto as Exhibit "G" and incorporated by reference herein.

1.6 "Change Order" means a written order to Program Manager executed by Owner in accordance with Article 8 of this Agreement authorizing and directing an addition to, deletion from, adjustment, revision, or a combination thereof, to the Services required of, or the compensation payable to, Program Manager.

1.7 "Construction Contract": (a) in respect of a Project that is not a Design/Build Project, a contract between Owner and a Contractor for the performance of all or any portion of the Work for a Project, including all documents defined by such contract as "Contract Documents", all documents incorporated into such contract by reference, and all additional documents, if any, defined by such contract as constituting a part thereof; and (b) in respect of a Design/Build Project, "Construction Contract" means the Design/Build Contract.

1.8 "Construction Phase": (a) in respect of a Project that is not a Design/Build Project, "Construction Phase" means the phase of a Project commencing upon the completion of the Design Phase, or any particular phase thereof if Owner has approved staging of the design in phases, or the award of the first Construction Contract for such Project, whichever occurs first, and ending upon Owner's execution of a Certificate of Final Completion for such Project; (b) in respect of a Design/Build Project, "Construction Phase" means the phase of a Project commencing upon the completion of the Design Phase, or any particular phase thereof if Owner has approved staging of the design in phases, and ending upon Owner's execution of a Certificate of Final Completion for such Project.

1.9 "Contractor": (a) in respect of a Project that is not a Design/Build Project, "Contractor" means a person or entity, including, without limitation, general contractors, trade or specialty contractors, and construction managers, with whom Owner contracts for performance of all or part of the Work for a Project; (b) in respect of a Design/Build Project, "Contractor" means the Design/Builder.

1.10 "Design/Build Contract" means a contract between Owner and a Design/Builder for design of a Project and performance of related architectural, engineering and other customary and related services and for the performance of all or any portion of the Work for a Project, including all documents defined by such contract as "Contract Documents", all documents incorporated into such contract by reference, and all additional documents, if any, defined by such contract as constituting a part thereof.

1.11 "Design/Build Project" means a Project for which the design/build construction delivery method is utilized.

1.12 "Design/Builder" means a person or entity with whom Owner contracts for design of a Project and performance of related services and for performance of all or part of the Work for a Project.

1.13 "Design Contract": (a) in respect of a Project that is not a Design/Build Project, "Design Contract" means a contract between Owner and a Project Architect for design of a Project and performance of related architectural, engineering and other customary and related services, and includes all documents incorporated into such contract by reference and all

documents defined by such contract as constituting a part thereof; (b) in respect of a Design/Build Project, "Design Contract" means the Design/Build Contract.

1.14 "Design For Construction" means the complete and final design and construction documents, including, without limitation, plans, drawings, specifications, manuals, related materials, and all addenda, changes, and modifications thereto, prepared or provided by a Project Architect pursuant to a Design Contract for use in constructing a Project, or any particular phase thereof if Owner has approved staging of the design in phases, performing the Work for such Project, or such phase if applicable, and rendering such Project, or such phase if applicable, fully operational and usable for its intended purpose.

1.15 "Design Phase" means the phase of a Project commencing with the execution of a Design Contract for such Project, or Owner's authorization to the Project Architect to commence design services for such Project, whichever occurs first, and ending upon completion of the Design for Construction for such Project, or any particular phase thereof if Owner has approved staging of the design in phases.

1.16 "Effective Date" means March 1, 2025.

1.17 "Execution Plan" means the manual of processes and procedures adopted and utilized by Owner to monitor Projects.

1.18 "Final Completion" means the completion of all Work required by, and in strict compliance with, the Construction Contract for a Project, including start-up, testing, permitting, and all preparations necessary to open and operate such Project for its intended purpose.

1.19 "Life Cycle Cost" means the sum of all costs of a Project over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

1.20 "Owner's Representative" means the individual named by Owner, in writing, to act on Owner's behalf in the administration of this Agreement. The initial Owner's Representative shall be Owner's Executive Director of Facility Management.

1.21 "Preliminary Design" means all design documents constituting the preliminary design of a Project as required by and defined in the Design Contract for such Project.

1.22 "Program" means the program for the design, construction and repair work as to existing and new schools in the Owner's school system, as set forth more particularly in the Owner's Capital Improvement Plan ("CIP") which is attached hereto as Exhibit "I" and which is incorporated herein by referenced; provided, however, that the Program and CIP are subject to modification by addition, deletion, elimination or other revision, at the sole and absolute discretion of Owner's Board of Education.

1.23 "Project" means a school or other facility design and construction or renovation or addition undertaking.

1.24 "Project Architect": (a) in respect of a Project that is not a Design/Build Project, "Project Architect" means a person or entity with whom the Owner contracts for design of a Project and performance of related services; (b) in respect of a Design/Build Project, "Project Architect" means the Design/Builder.

1.25 "Reimbursable Expenses" means and shall be limited to, those items set forth herein or in Exhibit "F", attached hereto.

1.26 "Services" means all the services, duties, obligations and responsibilities required of Program Manager pursuant to the terms of this Agreement.

1.27 "Subcontractor" means any person or entity hired by Program Manager to perform any portion of the Services.

1.28 "Substantial Completion": (a) in respect of a Project that is not a Design/Build Project, "Substantial Completion" means that point at which, as certified in writing by the Project Architect, a Project is at a level of completion in strict compliance with the Construction Contract such that the Owner can enjoy beneficial use or occupancy, and can use or operate it in all respects, for its intended purpose; and (b) in respect of a Design/Build Project, "Substantial Completion" means that point at which, as certified in writing by the Program Manager, a Project is at a level of completion in strict compliance with the Construction Contract such that the Owner can enjoy beneficial use or occupancy, and can use or operate it in all respects, for its intended purpose.

1.29 "Capital Improvement Program Transition Related Services" shall mean the specific services set forth under the section entitled Transition Related Services in the Capital Improvement Program Planning and Management Services Price Proposal attached hereto as Exhibit "F". Transition Related Services specifically exclude Capital Improvement Program Planning Services and Capital Improvement Program Project Management Services.

1.30 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by a Construction Contract for the purpose of achieving the desired and essential functions of Owner's Project at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality and safety.

1.31 "Work" means any and all labor, supervision, work, supplies, fixtures, furnishings, vehicles, equipment, services, tools, materials, computers, utilities, items, documents and things required by a Construction Contract to construct, test, certify, permit and render a Project, and every component thereof, operational and usable for its intended purpose.

## **ARTICLE 2**

### **REPRESENTATIONS**

2.1 Specific Representations. By executing this Agreement and undertaking to perform the Services, Program Manager makes the following express representations and warranties to Owner upon which Owner may fully rely:

2.1.1 Program Manager is professionally qualified to act as the program manager for the Program and the Projects and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to act as Program Manager for the Program and Projects and to perform the Services required hereunder.

2.1.2 Program Manager has become familiar with the local conditions under which the Program and the Projects are to be implemented and undertaken.

2.1.3 Program Manager has the skill, capability and experience, including sufficient qualified and competent personnel, to effectively, efficiently and timely perform the Services and manage the Program. Program Manager will continuously furnish sufficient personnel to progress the Program and perform the Services in a timely and proper manner.

2.1.4 Program Manager shall comply with all Applicable Laws governing the performance of the Services.

2.1.5 Program Manager assumes full responsibility to Owner for the acts and omissions of its officers, employees, agents, Subcontractors, consultants, and others employed or retained by it in connection with the Project and performance of the Services.

2.2 Enumerated Representations Not Exhaustive. Nothing contained in this Article 2 shall in any manner supersede, limit, or restrict any other duty, responsibility, representation, or warranty created by this Agreement or by law.

### **ARTICLE 3**

#### **PROGRAM MANAGER'S PERFORMANCE: GENERAL PROVISIONS**

3.1 Standard Of Care. Program Manager shall perform all Services at a level, and to a standard of care, consistent with the standards and quality prevailing among first-class, nationally recognized program, project and construction management firms of superior knowledge, skill and experience engaged in programs and projects of similar size and complexity to the Program. Program Manager shall carry out and complete all Services in an efficient, thorough, timely and economical manner, and in strict accordance with the terms of this Agreement.

3.2 Owner's Agent. Program Manager shall be Owner's agent in performing the Services, shall promote and protect Owner's interests, and shall have a fiduciary obligation of undivided loyalty and trust to Owner in connection therewith, and by executing this Agreement expressly accepts the relationship of trust and confidence placed in Program Manager by Owner. Unless otherwise directed by Owner in writing, the Program Manager shall act as Owner's agent to each Project Architect and Contractor. In performing services under this Agreement, the Program Manager is an independent contractor to the Owner and is not an employee of or joint venture with the Owner.

3.3 Time Of The Essence. Program Manager acknowledges that time is of the essence to the Program and each Project and in the performance of Program Manager's Services. Program Manager shall perform and complete the Services in a timely manner in accordance with the Program Schedule.

3.4 Compliance With Applicable Laws. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor for the performance of any construction work, Program Manager shall reasonably ensure that each Project is designed and constructed in a manner to meet the requirements of all Applicable Laws. Program Manager shall immediately report to Owner in writing any known actual or potential violation of any Applicable Law by any person or entity, including, without limitation, the Project Architect and/or the

Contractor.

3.5 Duty To Correct Defective Services. Program Manager shall promptly correct any errors, omissions, and deficiencies in its performance of the Services, at its own cost and without additional compensation or reimbursement, and Program Manager shall not be compensated for performing any Services necessitated by its failure to perform in accordance with this Agreement.

3.6 Program Manager's Performance Not Discharged By Duties Of Others. Program Manager's Services under this Agreement shall not be changed, altered, discharged, released or satisfied by any duty, obligation or responsibility of a Project Architect or a Contractor. Program Manager is not a third-party beneficiary of any agreement by and between Owner and any Project Architect or Contractor. It is expressly acknowledged and agreed that Program Manager's Services to Owner are independent of, and are not diminished by, any duties owed to Owner by any Project Architect or Contractor.

3.7 Cooperation With Project Participants; Relationship Of Parties. Program Manager shall cooperate fully with each Project Architect with respect to the duties, obligations, responsibilities and services of such Project Architect, including those set forth in any applicable Design Contract, with each Contractor with respect to the duties, obligations, responsibilities and services of such Contractor. Such duty of cooperation includes, as the Program's or any Project's needs may require, furnishing information and documents to, meeting with, and consulting with, the Project Architect and/or Contractor with respect to inspection, testing and analysis of any Work. In providing the Services hereunder, Program Manager shall endeavor to maintain a working relationship with each Project Architect and each Contractor on behalf of Owner. However, nothing in this Agreement shall be construed to mean or imply that Program Manager assumes any of the responsibilities or duties of each Project Architect or Contractor. Each Project Architect shall be solely and exclusively responsible for the design of the aspects of each of the Projects for which it is retained. Each Project Architect shall design and inspect the Projects in accordance with the respective Design Contract between each Project Architect and Owner relating to the Projects. Each Contractor shall be solely and exclusively responsible for the construction of the aspects of the Projects for which each Contractor shall be retained, including all means, methods, techniques, sequences and procedures used in construction of the Projects and for the safety of personnel and property at the site of the Projects during such construction, and shall construct the Projects in accordance with the respective Construction Contract between each Contractor and Owner relating to the Projects.

3.8 Program Manager Not To Perform Design Or Construction. Unless expressly authorized in writing by Owner's Representative, neither Program Manager nor any subsidiary, affiliate or joint venture partner of Program Manager shall perform, or enter into any agreement to perform, any design or construction work in connection with the Program, any Project or any other design, construction, consulting or other project undertaken by Owner outside of the Program.

#### **ARTICLE 4**

#### **PROGRAM MANAGER'S BASIC SERVICES**

4.1 Generally. At all times during the term hereof, Program Manager shall perform the Basic Services, which shall generally include Capital Improvement Program Planning Services, Capital Improvement Program Project Management Services and Capital Improvement Program Transition Related Services set forth herein, or reasonably implied by or inferable from, this Article 4 and as specifically set forth in Exhibit "F", Exhibit "G" and Exhibit "J". Program Manager agrees to furnish efficient business administration and management services in connection with the performance of all Services.

4.2 Consultation With Owner. Program Manager shall consult in detail with Owner in order to:

- (a) Review Owner's existing facilities as applicable to the scope of the Program;
- (b) Learn Owner's needs and objectives;
- (c) Review Owner's design, construction, budgetary, cash flow and operational requirements; and
- (d) Review Owner's educational specifications.

4.3 Review Applicable Laws. Program Manager shall review all Applicable Laws and notify Owner's Representative in writing of any areas that may be of concern or difficulty in compliance.

4.4 Owner's Execution Plan. Program Manager shall review and comply with Owner's Execution Plan.

4.5 Monthly Reports. Program Manager shall prepare and submit to Owner's Representative on the tenth day of each month a written report summarizing the progress of the Program and each Project during the preceding month (the "Monthly Report"). The Monthly Report shall set forth, in detail reasonably satisfactory to Owner, significant facts and events occurring during the preceding month, such that Owner will be fully informed of the progress of the Program and each Project. The Monthly Report shall describe any problems or obstacles that may adversely affect the budget or schedule of the Program or any Project or the quality of design and construction work being performed. The Monthly Report shall include, without limitation, the following:

- (a) An update for each Project schedule, which shall identify any delays to each Project, as well as the cause and extent of such delays, and shall make recommendations for eliminating or minimizing such delays and the effects thereof;
- (b) Updates of the budget and cash flow analysis for the Program and each Project, subdivided into design and construction phases, showing costs incurred in the preceding month as well as month-by-month projection and forecast of future anticipated costs and payments by Owner;
- (c) A summary of all change orders approved for each Project during the preceding month, which summary shall indicate the cost and cause of each such change order, and shall give the cumulative total costs of all change orders approved to date for each Project, expressed in gross dollars and as a

percentage of the Construction Contract price;

- (d) A summary of all requests or claims for additional compensation or time extensions received from any Project Architect or Contractor.

Concurrent with submission of the Monthly Report, the Program Manager shall submit an executive summary thereof to Owner's Chief Operating Officer. The executive summary shall note any significant impediments and delays to any Project, as well as all claims for additional compensation or time made by any Project Architect or Contractor. Within five (5) days after submission of the Monthly Report, the Program Manager shall meet with Owner's Representative to review the Monthly Report and address any issues or concerns related to the Program or any Project.

4.6 Attendance At Meetings. Program Manager shall attend such meetings as Owner's Representative requests and shall attend any and all other meetings as necessary to protect the interests of the Program, each Project and the Owner. In addition to all meetings Program Manager is otherwise required to attend pursuant to this Agreement, Program Manager shall schedule and attend meetings with each Project Architect, Contractor and others that Program Manager, in the exercise of its professional judgment, deems necessary or in the interests of each Project or Owner. Program Manager shall give Owner not less than twenty-four (24) hours prior written notice of any meeting scheduled by Program Manager. Owner shall give Program Manager not less than twenty-four (24) hours prior notice of any meeting scheduled by Owner. At every meeting Program Manager is required to attend, Program Manager shall be represented at such meeting by, at a minimum, Program Manager's representative for each subject being discussed at such meeting.

4.6.1 Preparation And Distribution of Meeting Minutes. At every meeting Program Manager attends, Program Manager shall keep written minutes of the meeting and distribute typed copies of same to Owner and all in attendance at such meeting, as well as anyone else Program Manager believes, in the exercise of its professional judgment, should review such minutes.

4.7 Program Schedule. Program Manager shall prepare and submit to Owner's Representative within thirty (30) days of receipt of the date hereof, a schedule for the Program in such form as Owner may require (the "Program Schedule"). The Program Schedule shall establish and show milestones, including start and finish dates, for critical phases and events for the overall Program and for the design and construction of each Project. Program Manager shall continually update the Program Schedule throughout the duration of the Program, including updating the Program Schedule as updates are made to each Project schedule.

4.7.1 Notice Of Delays To Program and Project Schedules. Program Manager shall, in writing, immediately notify Owner's Representative of delays or anticipated potential delays to the Program Schedule or any Project schedule and make recommendations for eliminating or minimizing such delays and the effects thereof.

4.8 Budget And Cash Flow Analysis. Program Manager shall prepare and submit to Owner's Representative, on at least a quarterly basis, a budget and anticipated cash flow analysis for the Program and each Project, subdivided into design and construction phases for each Project. Site acquisition costs shall be shown separately. Program Manager shall

continually update such analysis throughout the duration of the Program.

4.9 Communications And Reporting. All communications from Program Manager to Owner, excepting only ordinary and routine communications, shall be in writing and shall be directed to the Owner's Representative, with copies to such other persons as designated from time to time by Owner.

4.10 Document Control. Program Manager shall be responsible for Owner's document control for the Program and each Project, including reviewing all documents received by Owner and Program Manager, copying and distribution of documents as necessary, and storage and retrieval of documents. Program Manager shall confirm that Owner receives all documents required to be submitted to Owner and that Owner acquires copies of all documents that it is in the Owner's interest to acquire.

4.10.1 Computerized System. Program Manager shall implement and utilize a computerized system for management and control of documents and information. Such system shall be capable of, at a minimum, cataloging, sorting, searching and retrieving all permits, correspondence, transmittals, pay requests, change orders, requests for information, meeting minutes, and progress reports. Owner shall have access to such system at all times, and all databases created with the system shall be the property of Owner.

4.11 Maintenance Of Construction Contract Documents. Program Manager shall maintain on behalf of, and for use by, Owner a complete and current set of all documents comprising or incorporated in the Construction Contract for the Project.

4.12 Project Reviews With Project Architect. Upon execution of a Design Contract, Program Manager shall meet with the Project Architect to review the Project analysis, the design criteria, the Project budget, the design schedule, the Project Schedule, Applicable Laws affecting the Project, and channels for communications and reporting.

4.13 Verify Project Architect's Insurance. Program Manager shall review all insurance certificates and policies submitted by each Project Architect for compliance with the Design Contract and shall seek compliance by the Project Architect where necessary. Program Manager shall verify such compliance to Owner in writing. Program Manager shall not permit a Project Architect to commence or continue with performance or provision of design services if the Project Architect is not in full compliance with insurance requirements but shall immediately notify Owner in writing of such noncompliance.

4.14 Twice Monthly Meetings With Project Architect. During the Design Phase of each Project, Program Manager shall meet not less than twice every month with the Project Architect to review the progress of design work and identify any delays or potential delays to the design schedule, deviation from Owner's design and budget criteria, and constructability problems.

4.14.1 Identification of Potential Cost Savings. During and after such meetings, Program Manager shall study and evaluate the construction materials, building systems, and equipment called for in the design for the purpose of identifying any potential savings that may be achieved through Value Engineering, commonality or similarity of materials and equipment, procurement by Owner, bulk purchasing and economies of scale. Program Manager shall also evaluate the design for the purpose

of achieving maximum efficiency and cost-effectiveness in construction and installation, future expandability of the Project, Life Cycle Costs, ease of maintenance, and economy of operation.

4.14.2 Written Reports To Owner. Within three (3) working days after each such meeting, Program Manager shall submit to Owner's Representative and Project Architect a written report setting out in detail:

- (a) Any actual or potential problems, delays or impediments to the successful and timely completion of the design or the Project, and making recommendations for eliminating or minimizing same; and
- (b) Any potential cost savings, as well as potential improvements in constructability and operation of the Project and making recommendations regarding same.

4.15 Review Cost-Saving Recommendations With Owner. Program Manager shall consult with Owner regarding all potential cost-saving measures recommended or identified by Program Manager. Upon Owner's written authorization, Program Manager shall implement, or direct implementation of, such cost-saving measures as Owner approves.

4.16 Review Of Geotechnical Reports. Program Manager shall review all geotechnical reports submitted in a timely manner and promptly report to Owner in writing any impact upon cost or timely completion indicated by such reports, along with Program Manager's recommendation for cost savings and avoidance of delay.

4.17 Review And Certification Of Project Architect's Pay Requests. Program Manager shall review each pay request submitted by a Project Architect and, within seven (7) days of receiving same, certify to Owner the amount that, in Program Manager's professional judgment, is due such Project Architect pursuant to the applicable Design Contract. Such certification by Program Manager shall be a representation to Owner that the amount certified is currently owed to such Project Architect under the terms of the Design Contract and that the Program Manager knows of no reason why any portion of such amount should be withheld.

4.18 Review Of Preliminary Design. Program Manager shall review the Preliminary Design for the Project upon submission by the Project Architect and shall evaluate same for completeness, accuracy, clarity, compliance with Project requirements, compliance with Owner's design criteria and budget, errors and omissions, coordination of drawings, constructability and compliance with Applicable Laws.

4.18.1 Written Report To Owner. Upon completion of such review, Program Manager shall submit to Owner a written report that identifies with respect to the Preliminary Design any problems or areas of concern and any deviations from the Project requirements, and makes recommendations for eliminating or minimizing same. Such report shall include Program Manager's estimate, in such detail as Owner may reasonably require, of the cost of construction of the Project, and shall identify any deviations from the original Project budget and the cause of same, as well as any impact upon the Project budget. The report shall make recommendations for eliminating or minimizing such deviations, by Value Engineering or other means.

4.19 Review Of Design For Construction. Program Manager shall review the

Design for Construction for the Project upon submission by the Project Architect and shall evaluate same for completeness, accuracy, clarity, compliance with Project requirements, compliance with Owner's design criteria and budget, errors and omissions, coordination of drawings, constructability and compliance with Applicable Laws.

4.19.1 Written Report To Owner. Upon completion of such review, Program Manager shall submit to Owner a written report that identifies with respect to the Design for Construction any problems or areas of concern and any deviations from the Project requirements, and makes recommendations for eliminating or minimizing same. Such report shall include Program's Manager's estimate, in such detail as Owner may reasonably require, of the cost of construction of the Project, and shall identify any deviations from the original Project budget and the cause of same, as well as any impact upon the Project budget. The report shall make recommendations for eliminating or minimizing such deviations, by Value Engineering or other means.

4.20 Design Reviews. Program Manager shall make recommendations to the Owner and Project Architects with respect to constructability, construction cost, sequence of construction, scheduling and separation of the Project into contracts for various categories of work. Comments of the Program Manager during any Design reviews shall be advisory and not directives. All reviews shall be provided with due care; provided, however, that the performance of these reviews will not: (i) relieve the Project Architects of their responsibility to provide sound designs and to prepare the Construction Documents properly or (ii) make the Program Manager responsible for, or an insurer of, the designs prepared by the Project Architects and/or the performance of the Project Architects.

4.21 Services During Bidding. During the bidding or proposing for construction of the Project, Program Manager shall perform the following services:

4.21.1 In consultation with Owner and, if applicable, the Project Architect, prepare all necessary bid and proposal forms and documents.

4.21.2 In consultation with Owner, prepare and publish advertisements for bids or proposals for construction, or in the case of Design/Build Projects, for design and construction. In scheduling bid or proposal dates, Program Manager shall monitor the local construction market, noting in particular the bid or proposal dates of other significant construction projects. To the fullest extent possible consistent with Owner's scheduling needs, Program Manager shall avoid setting bid or proposal dates for the Project which conflict with bid or proposal dates for other construction projects in the area, it being Owner's desire to have the maximum possible interest in bidding or proposing on its Projects.

4.21.3 As necessary, or upon request by Owner, stimulate bidder or offeror interest by direct contact with qualified contractors and construction managers and design/builders.

4.21.4 Monitor and expedite the bidding or proposal process by tracking recipients of bid or proposal documents, obtaining and facilitating answers to bidders' or offerors' questions and furnishing necessary information, and facilitating the issuance of addenda. At the request of Owner, assist Owner in conducting pre-bid or pre-proposal conferences and attend all site visits.

4.21.5 In respect of Projects that are not Design/Build Projects, assist the Project Architect in preparing addenda in consultation with the Owner, as necessary. In respect of Design/Build Projects, prepare addenda in consultation with the Owner, as necessary. Review all addenda for accuracy and completeness, compliance with Project criteria, constructability and impact on the construction schedule and cost, and report any significant cost or schedule impacts and any problems and areas of concern to Owner prior to issuance of addenda.

4.21.6 Analyze all bids or proposals received for completeness, responsiveness, price and compliance with bid bond requirements.

4.21.7 Investigate the background of all bidders or offerors, including such bidders' or offerors' experience in the local construction market, experience in construction, and if applicable, design, of educational facilities, qualifications to construct, and if applicable, design, the Project being bid or proposed, financial and bond capacity, and claims history.

4.21.8 In consultation with the Owner, evaluate bids or proposals and make recommendations regarding selection of the Contractor.

4.21.9 Program Manager shall assist Owner in negotiating the Construction Contract with the Contractor selected by Owner. Nothing herein shall be construed to indicate that the Program Manager shall be engaged in the practice of law, or the giving of legal advice.

4.21.10 Program Manager shall comply with all Applicable Laws and Owner policies and procedures in connection with all solicitations of bids and submissions, interviews and negotiations with all Project Architects, Contractors and other Project participants.

4.22 Reducing Bid Or Proposal Amounts. In the event that the lowest acceptable bid or proposal for construction of a Project, or the lowest acceptable bid or proposal for design and construction in the case of a Design/Build Project, exceeds the construction portion of the Project budget, or exceeds the design and construction portions of the Project budget in the case of a Design/Build Project, Program Manager shall, in consultation with the Owner, negotiate with the lowest responsible, responsive bidder or offeror to lower the bid or proposal to an amount acceptable to Owner. If such negotiations are unsuccessful in lowering the bid or proposal to an amount acceptable to Owner, Program Manager shall, in cooperation with the Project Architect if applicable, advise Owner on means of Value Engineering or lowering the cost of construction and, if applicable, design. Program Manager shall assist in implementing any measure decided upon by Owner to achieve such savings.

4.23 Notice To Proceed. Program Manager shall prepare and, after obtaining Owner's written approval, issue the notice to proceed to the Contractor.

4.24 Conduct Preconstruction Conference. Program Manager shall conduct a preconstruction conference with the Project Architect and the Contractor for the purpose of reviewing any special requirements related to site access, safety, coordination with school activities, communications and reporting procedures, scheduling, submittals, pay requests, change orders, inspections and any other matters relevant to the performance of the Program Manager, Project Architect, and Contractor. Within three (3) business days after the

preconstruction conference, Program Manager shall prepare detailed minutes of the conference and distribute same to Owner and all attendees.

4.25 Procurement Of Special Services. Program Manager shall, as Owner's agent, procure, coordinate and supervise the services of surveyors, testing laboratories, and other special consultants required for each Project. Program Manager shall monitor all test results and notify Owner and Project Architect in writing of any known or observed problems.

4.26 Perform Owner's Obligations Under Construction Contract. Unless otherwise directed by Owner, Program Manager shall coordinate with Owner to schedule, coordinate, assist with and facilitate the performance of, all of Owner's duties under the Construction Contract. In addition, and without limiting the generality of the foregoing, and any provision hereof to the contrary notwithstanding, the Program Manager shall perform, as Basic Services, all of the duties of the "Owner's Representative", as that term is defined in a Design/Build Contract, under each Design/Build Contract. Program Manager shall coordinate with Owner to schedule and coordinate the procurement, delivery and security of any materials, furnishings and equipment to be furnished to the Project or any Project by Owner. Program Manager will monitor and assist in expediting the progress of the Work.

4.27 Permits And Licenses. Program Manager shall confirm that all permits and licenses that are required by contract or Applicable Laws are obtained. Program Manager shall not permit the Contractor to perform any Work requiring a permit or license unless the permit or license has been obtained.

4.28 Contractor's Bonds And Insurance Requirements. Program Manager shall review all insurance certificates and policies, payment bonds and performance bonds submitted by the Contractor for compliance with requirements of the Construction Contract, and Program Manager shall maintain on file copies of same. Program Manager shall verify to Owner in writing Contractor's compliance with such requirements. Program Manager shall not permit any Contractor to commence or continue with performance of the Work under the Construction Contract if such Contractor is not in compliance with all insurance and bond requirements and shall immediately notify Owner in writing of such noncompliance.

4.29 Review Of Construction Schedule. Program Manager shall review the construction schedule submitted by the Contractor. Program Manager shall verify that such schedule is reasonable and practical and conforms with the requirements of the Construction Contract and the Project schedule, and Program Manager shall represent same to Owner in writing prior to approving Contractor's use of such construction schedule. Program Manager shall furnish Owner a summary of the construction schedule showing the Contractor's critical path logic and shall keep the construction schedule and updates thereof available for Owner's use and review. When approved by Program Manager, a construction schedule shall be a basis for measuring progress of a Project and payment to the Contractor.

4.30 Construction Schedule Updates. Program Manager shall obtain and review all monthly updates of the construction schedules. Program Manager shall verify that such updates are consistent with the actual progress of construction as observed by Program Manager. Program Manager shall notify Owner in writing if an update indicates slippage in a construction schedule or delays to Project completion and shall make recommendations for eliminating or minimizing such delays and the effects of same, as well as appropriate

withholding of payment from the Contractor pursuant to the Construction Contract.

4.31 Review Contractor's Schedules Of Values. Upon receipt from the Contractor, Program Manager shall examine the Contractor's schedule of values together with all supporting documentation that may be required by the Construction Contract. The purpose of such examination shall be to protect Owner from an unbalanced schedule of values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation, or than is reasonable under the circumstances. If the schedule of values is not found to be appropriate, or if the supporting documentation is deemed to be inadequate, Program Manager shall notify Owner and the Project Architect in writing. After making its examination, if the schedule of values is found by Program Manager to be appropriate as submitted, or if necessary, as revised, Program Manager shall sign the schedule of values thereby indicating its informed belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Construction Contract price to the Contractor. Program Manager shall not sign such schedule of values in the absence of such belief.

4.32 Project Administration. Program Manager shall provide a management team to administer the Projects as an agent of Owner. Program Manager shall establish and implement a program to monitor the quality of the Work. Said program shall be adequate to allow Program Manager to determine if the quality of the Work for each Project meets the requirements of the Construction Contract. Program Manager will not issue instructions contrary to the Construction Contract. The Project administration services performed by Program Manager and the monitoring by the Program Manager of the quality of the construction will in no way release or relieve Contractor from any obligation to perform the Work in accordance with the Construction Contract. Program Manager will exercise due care in reviewing the quality of the Work, provided however, that the performance of such quality review:

- (a) Shall not relieve Contractor of any obligation to perform the Work in strict conformity with the Construction Contract and in strict conformity with all Applicable Laws; and
- (b) Shall not indicate or imply that Program Manager is in control or charge of any construction means, methods, techniques or sequences or any safety procedures or programs in connection with the Work.

Program Manager shall promptly notify Owner in writing of any known material breach of a Construction Contract by a Contractor and shall take all steps necessary to remedy such breach and to minimize or eliminate the effect of such breach on the timely and proper completion of the Work. Program Manager shall coordinate communication between all parties involved in construction of the Project. Program Manager shall monitor all construction activities and, through Owner's Representative and, where applicable, the school principal, coordinate same with school activities and functions and other needs of the Owner.

4.33 Contract Administration By Project Architect. Program Manager shall monitor the performance of Construction Contract administration duties by the Project Architect, including, without limitation, the timeliness of the Project Architect's review of submittals, change orders and Contractor pay requests. Owner may require Program Manager to perform, as an Additional Service unless set forth elsewhere in this Agreement as a Basic Service, all contract administration duties that would otherwise be performed by the Project Architect.

4.34 Safety; Violations. Program Manager will ascertain that Contractor has safety and accident prevention programs and procedures in place which cover all construction activities and all persons at the Project site, including subcontractors, visitors and suppliers or material and equipment. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor, Program Manager shall immediately notify Owner's Representative in writing of any known, observed or suspected safety violations and hazardous conditions occurring or existing anywhere in the Project.

4.35 Job Site Meetings. Program Manager shall schedule and conduct regular job-site meetings with the Project Architect, Contractor, and, as necessary, major subcontractors and/or testing firms. Such meetings shall be scheduled and held with such frequency as may be appropriate for the Project, but in no event less frequent than monthly. The purpose of such meetings shall be to address all matters and issues relating to quality, quantity and progress of the Work. Within three (3) business days after each such meeting, Program Manager shall prepare and deliver to Owner and all in attendance at such meeting detailed minutes of same.

4.36 Review Of RFI's. Program Manager shall review all requests for information and interpretation submitted by Contractors. Where appropriate, Program Manager shall provide information to Contractors on behalf of Owner. With respect to any interpretation rendered by the Project Architect of a requirement of the Construction Contract, Program Manager shall carefully review such interpretation and shall immediately advise Owner in writing if Program Manager disagrees with any such interpretation. Program Manager shall maintain a log of all requests for information and interpretation, which shall record the date of receipt of, a description of, and date of response to, each request.

4.37 Review Of Contractor's Pay Requests. In respect of Projects that are not Design/Build Projects, Program Manager shall review each Contractor pay request upon receipt from the Project Architect, and shall certify to Owner the amount that, in Program Manager's professional judgment, is due the Contractor. In respect of Design/Build Projects, Program Manager shall review each pay request submitted by the Design/Builder and, within seven (7) days of receiving same, certify to Owner the amount that, in Program Manager's professional judgment, is due such Design/Builder pursuant to the Design/Build Contract. Program Manager shall notify Owner in writing of any disagreement with the Project Architect's certification and any reasons for such disagreement. Program Manager's certification of any Contractor pay request shall be a representation to Owner that, to the best of the Program Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, the amount certified is currently owed to the Contractor under the terms of the Construction Contract and that Program Manager knows of no reason why any portion of such amount should be withheld.

4.38 Change Order Review. Program Manager shall review all change order requests or proposals submitted, and, within ten (10) days after receipt thereof, or more expeditiously if necessary to avoid delay to the construction schedule, shall, after consultation with the Project Architect, advise Owner in writing as to the cause, necessity, purpose, advantages and disadvantages, likely cost, likely effect on the construction schedule and the construction schedule and all other impacts and problems that may result from the issuance or nonissuance of a change order. Program Manager shall advise Owner of any reasonable

alternatives to the change order request or proposal, and shall recommend a course of action. Program Manager shall negotiate, on Owner's behalf, cost increases and decreases and time extensions resulting from each change order with the party requesting the change order. Program Manager shall maintain a log of all change order requests and proposals, the amounts of same, all actions taken thereon, and the dates thereof. Program Manager will prepare monthly, or more frequently if reasonably required, a change order report to Owner identifying all additional professional services, increases in scope, increases in budget and time extensions for each Project.

4.39 Program Manager's Daily Log. During construction, Program Manager shall ensure that a daily log of events and job site conditions is maintained which shall include a daily log of events and job site conditions of which the Program Manager and/or their Contractors are aware, including, without limitation, adverse weather, specific Work accomplished, equipment breakdowns and failures, procurement and delivery problems, accidents and injuries, safety violations and citations, and any other events or circumstances impacting the progress, cost or quality of the Project, provided, however, that Program Manager shall not be required to maintain a full time presence on the site of the Project subject to the following provisions of this paragraph 4.39. The Program Manager will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. - Subject to the Owner's rights under paragraph 9.4 of this Agreement, the Program Manager shall exercise its best efforts to ensure to the fullest extent practicable that the person referred to in the immediately preceding sentence in respect of a new school Project is the same person for the duration of such new school Project. Without assuming the responsibilities of the Project Architect and without assuming the responsibilities of the Contractor, and subject to those provisions in this Agreement concerning the duties belonging to Contractor, such person shall affirmatively inquire into the matters described in this paragraph 4.39. Such person shall maintain a daily log in accordance with the first sentence of this paragraph 4.39 and shall submit a copy of such log to the Owner not less frequently than weekly.

4.40 Testing And Startup. Program Manager shall observe the testing and startup of all utilities, operating systems and equipment and shall report the results of same to Owner in writing. The Project Architect and Contractor shall provide schematic drawings and specifications and appropriate operational charts relating to mechanical and electrical systems for posting in the mechanical equipment rooms. Program Manager shall deliver to Owner all written material such as operations and maintenance manuals for all equipment, and all warranties and guaranties required by the Construction Contract.

4.41 As-Built Drawings. Program Manager shall review all as-built drawings and shall certify to Owner that all as-built drawings are adequate and complete based on the Program Manager's investigation, knowledge and belief.

4.42 Owner Training. Program Manager shall arrange for training of Owner's personnel in the maintenance and operation of all equipment and systems.

4.43 Punchlists And Defective Work; Certificates Of Completion. Program Manager shall, with the assistance of the Project Architect, make determinations as to whether all or significant portion of the Work are Substantially Complete and will prepare a punchlist and notify Contractor of any observed incomplete or defective Work. When incomplete or defective

Work has been remedied by Contractor, Program Manager will advise Owner of the acceptability and completeness of all or significant portions of the Project and, together with the Architect, issue a Certificate of Substantial Completion pertaining to completed Work. Program Manager shall, in conjunction with the Project Architect and after the correction of all punchlist items, make a final comprehensive inspection of the Project and, in conjunction with the Project Architect, make a report to Owner which will indicate whether the Program Manager and Architect find the Work to be acceptable and in accordance with the Construction Contract. Program Manager shall report to Owner on a weekly basis and in writing the Contractor's progress in curing and completing punchlist Work.

4.44 Transfer Of Project To Owner. Program Manager shall assist Owner in the transfer of the completed Project to Owner. Such assistance shall include, without limitation, procuring keys to the Project, transfer of Project security, obtaining the certificate of occupancy and all other matters relating to Owner's initial occupation and possession of the Project

4.45 Claims Assistance. Program Manager shall review and evaluate any and all claims for additional compensation or time extensions submitted by the Contractor or the Project Architect. Program Manager shall consult with Owner with respect to the nature, basis and merits of such claims. If requested by Owner in writing, Program Manager shall negotiate such claims with the claimant on Owner's behalf.

4.46 Warranty Work. During the one (1) year period after Substantial Completion of each Project, Program Manager will provide evaluation services for the purpose of determining the cause and potential solutions for any significant Project problems and finding a solution to such problems. Any evaluation service performed by Program Manager shall be conducted in conjunction with the Project Architect. The Program Manager will conduct follow-up inspections as required to verify that all warranty items have been corrected. Program Manager shall conduct monthly meetings with the principals of schools that are under warranty for the purpose of identifying and addressing construction related issues that arise during the warranty period. Program Manager shall develop a tracking list of issues identified and maintain an ongoing status of the resolution of the issues identified. Program Manager shall report to Owner in writing all such warranty work performed and any problems experienced with the delivery and quality of such performance.

4.47 Final Payment and Accounting. Program Manager will assemble all final lien releases provided by Contractor and will recommend to Owner whether to make final payment to Contractor. Program Manager will, based upon information provided to Program Manager by the Project Architect and Contractor, prepare a final cost accounting report for each Project. If, after final payment to a Contractor, including final payment to a Contractor which is terminated or which has abandoned a Project, it is determined that the Contractor has received total payments in excess of the amount to which it is entitled based on Program Manager's approval of an application for payment or a recommendation for final payment, the Program Manager shall demand reimbursement of said payment from the Contractor. In the event Contractor fails to make said reimbursement within thirty (30) days after said demand and the Program Manager did not exercise the standard of care required of it under this Agreement in approving the application or making the recommendation that led to the excess payment, Program Manager shall be responsible to reimburse Owner for said payment. As to any such reimbursement made by Program Manager, Program Manager shall be subrogated to Owner's rights against the Contractor and surety.

4.48 Project Architect Or Contractor Default. In the event of a default by a Project

Architect or Contractor, Program Manager shall perform services made necessary solely by the default of a Project Architect or a Contractor including, without limitation, evaluating, reporting and documenting the existing status of the Work, assisting Owner with evaluating proposals for replacement Project Architects and/or Contractors, developing recovery schedules, and assisting Owner with any claims made by or against any defaulting party; provided, however that Program Manager shall not be required to act as a replacement Project Architect or Contractor hereby.

4.49 Submission Of Documents To Reviewing Agencies. Program Manager shall ensure that all required submissions of documents to reviewing agencies, both governmental and otherwise, are complete, timely and in compliance with the requirements of such agencies.

## **ARTICLE 5**

### **ADDITIONAL SERVICES**

5.1 Generally. During the planning, design and construction of the Project, and at all times relevant thereto, Program Manager shall perform the services, duties, obligations and responsibilities set forth in, or reasonably implied by or inferable from, this Article 5, if authorized and directed by written Change Order executed by Owner pursuant to Article 8 herein. Program Manager agrees to and accepts this scope of Additional Services.

5.2 Changes In The Program. Program Manager shall perform such services as may reasonably be required due to significant changes made in the Program after execution of this Agreement.

5.3 Owner's Insurance. Program Manager shall, in cooperation with Owner's risk management representative, determine Owner's insurance needs for the Program and each Project and assist Owner as needed in procuring necessary coverage.

5.4 Owner Requested Services. Program Manager shall perform such other services related to the Program and the intent of this Agreement as Owner may reasonably request.

## **ARTICLE 6**

### **OWNER'S OBLIGATIONS OTHER THAN PAYMENT**

6.1 Provide Program And Project Information. Owner shall provide Program Manager with adequate information regarding Owner's requirements for the Program and each Project, including any desired or required schedules and any budgetary requirements.

6.2 Owner's Representative. The Owner's Representative shall serve as Owner's Representative for the duration of the Program unless and until replaced by Owner, with written notice of such replacement furnished to Program Manager. Owner's Representative is the only representative of Owner entitled to act on behalf of Owner with respect to this Agreement and the requirements hereof. However, Owner's Representative does not have authority to waive or modify any requirement, condition or term of this Agreement.

6.3 Review Of Documents. Owner shall review any documents submitted by Program Manager requiring Owner's decision and shall render any required decisions pertaining thereto.

6.4 Access To The Site And The Work. Owner shall provide Program Manager access to each Project site and to the Work as necessary for Program Manager to perform this Agreement.

6.5 Cooperation To Secure Permits. Owner shall cooperate with Program Manager in securing any necessary licenses, permits, certificates, approvals or other necessary authorizations for the construction and occupancy of each Project.

6.6 Timely Performance. Owner shall perform those obligations set forth in the Agreement in a reasonably expeditious fashion so as to permit the orderly progress of Program Manager's Services, the Program and each Project.

6.7 Owner's Reviews, Inspections, Approvals, And Payments. Owner's review, inspection, or approval of any Preliminary Design, Design for Construction, Construction Contract, any other design or construction documents, any Work, any schedules, or any documents prepared or submitted by Program Manager shall be solely for the purpose of determining whether same are generally consistent with the Program or Project and Owner's requirements therefore. No review, inspection, or approval by Owner of such Designs, Work or documents shall relieve Program Manager of its responsibility for the strict performance of its obligations under this Agreement or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and work product. Payment by Owner pursuant to this Agreement shall not constitute a waiver of any of Owner's rights under this Agreement or at law.

6.8 Non-Waiver. It is expressly agreed that Owner's failure to exercise any right or remedy or to require Program Manager's strict compliance with Program Manager's obligations under this Agreement shall not be a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

6.9 Program Manager's Notice Of Nonperformance. If Program Manager believes that Owner is failing, or has failed, to perform properly and timely any of Owner's obligations hereunder, Program Manager shall promptly furnish written notice of same to Owner with copies to the Superintendent of Schools, Owner's Representative and to Owner's legal counsel. Failure by Program Manager to comply with the requirement of this paragraph 6.9 shall constitute a waiver of, and estoppel of the right to assert, any claim or defense related to such failure of performance by Owner.

6.10 Office Space. Owner shall provide office space, office telephones, furniture, office supplies and filing cabinets for the Program Manager at the Sam A. Moss Service Center or such other location as Owner may from time to time designate. All other costs of Program Manager's office shall be borne by the Program Manager and are included in the fee for Basic Services.

## **ARTICLE 7**

### **PAYMENTS TO PROGRAM MANAGER**

7.1 Basis Of Compensation. Owner shall pay, and Program Manager shall accept, as full and complete compensation for Program Manager's performance of Basic Services in relation to the Owner's Capital Improvement Plan for Programs attached hereto as Exhibit I for the Initial Term, a fee in accordance with the Capital Improvement Program Planning and Management Services Price Proposal set forth in Exhibit "F" and incorporated herein, as such fee may be increased or decreased for changes in scope as set forth herein. Capital Improvement Program Planning Services shall be compensated on the basis of a not-to-exceed amount of Two Million One Hundred Thirty-Eight Thousand Four Hundred Four Dollars and Twenty Cents (\$2,138,404.20) to be billed monthly based on percent complete. Capital Improvement Program Project Management Services and Capital Improvement Program Transition Related Services shall be compensated based on actual hours spent and the hourly rates set forth in Exhibit F with a total not-to-exceed amount of Three Million Four Hundred Ninety-One Thousand Nine Hundred Twenty-Two Dollars and Fifty Cents (\$3,491,922.50). In the event that the Owner elects not to commence any Project in the CIP or otherwise materially changes the scope of such Projects, the parties shall negotiate in good faith an equitable adjustment to the Program Manager's compensation. For each Renewal Term, the Program Manager shall provide Owner, within 90 days of the start of the Renewal Term: (i) an updated CIP, detailing all projects for the Renewal Term; and (ii) the fee for that Renewal Term based on the hourly rates set forth in Exhibit "A" and incorporated herein, which will be subject to the Owner's review and approval. In accordance with the required Fee Structure as set forth in RFP No. 25-752-004, for succeeding years after May 31, 2026, the PM's fees and rates can be adjusted by an escalation rate of 2% per year. The hourly billing rates specified in Exhibit A and Exhibit F are based on a standard full-time work year of 2,080 hours, which equates to 40 hours per week for 52 weeks. Any deviations from this standard will be addressed and agreed upon in writing by both parties.

7.2 Additional Services. Owner and Program agree to negotiate in good faith the additional compensation payable for additional services. Any Additional Services and the compensation therefore shall be set forth in a written amendment to this Agreement.

7.2.1 In the event that Owner and Program Manager agree upon a specific scope of work to be performed as Additional Services, they may agree to perform the work on a lump sum basis. In the event the parties agree to payment on a lump sum basis, the amendment to this Agreement shall include the time within which the Additional Services are to be provided, and the total agreed-upon compensation shall be divided equally over the number of months such Additional Services are to be provided.

7.2.2 Owner may elect to pay for Additional Services based upon the hourly fee schedule attached as Exhibit "A" to this Agreement. In such event, Program Manager shall submit detailed monthly bills on a monthly basis setting forth the name, job category, billing rate and hours worked on each day for all individuals performing work associated with the Additional Services. Such payments shall be paid monthly in arrears.

7.3 Reimbursable Expenses. Program Manager shall be reimbursed at cost and without mark-up for reasonable out-of-town travel expenses if approved in advance by Owner. The cost of printing, for drawings, specifications and bid packages shall be paid directly by Owner.

7.4 Taxes And Fees. Program Manager's compensation shall be deemed to include, and Program Manager shall be responsible for payment of, all federal, state and local taxes, assessments and fees related to this Agreement and the performance thereof which are enacted and effective as of the date of this Agreement.

7.5 Program Manager's Pay Request. On or before the fifth day of each month after Program Manager commences performance of the Basic Services, Program Manager shall submit to Owner a request for payment ("Pay Request") for the Services performed by Program Manager for the preceding month. The Pay Request shall be supported by such documentation as Owner may require, including certified time sheets for all of Program Manager's personnel and other persons who have performed Services for which payment is requested on an hourly fee basis. Copies of paid receipts for expenses for which Program Manager seeks reimbursement shall be furnished as part of the Pay Request. Unless otherwise directed by Owner's Representative, Pay Requests shall be submitted to Owner's Representative for approval in triplicate.

7.6 Releases Of Claims. All Pay Requests shall be accompanied by Program Manager's executed release and waiver of claims in the form attached hereto as Exhibit "B". Program's Manager's Pay Request for final payment shall be accompanied by an executed release and waiver of claims in the form attached hereto as Exhibit "C".

7.7 Certification Relating To Pay Requests. Each Pay Request shall bear the signature of Program Manager's Program Director, which signature shall constitute Program Manager's representation to Owner that the Basic Services and/or Additional Services indicated in the Pay Request have been properly and timely performed as required herein, that the Reimbursable Expenses included in the Pay Request have been actually, reasonably and properly incurred, that all obligations of Program Manager covered by prior Pay Requests have been paid in full, and that, to the best of Program's Manager's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to Program Manager that payment of any portion thereof should be withheld. Submission of Program Manager's Pay Request for final payment shall further constitute Program Manager's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Program Manager to others incurred in connection with the Project, will be paid in full. In the event that Owner becomes credibly informed that any of the foregoing representations by Program Manager are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Program Manager until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

7.8 Payment Of Pay Requests. Owner shall make payment to Program Manager of all sums properly invoiced and approved under the provisions of this Article 7, less any withheld amount authorized by this Agreement and less any amounts owed by Program Manager to Owner, not more than thirty (30) days following Owner's receipt of the Pay Request, provided that the Pay Request is in proper order, is supported by all required documentation, and that all conditions precedent to payment have been satisfied; otherwise, the time for payment of such Pay Requests shall be extended by the amount of time required to cure such deficiencies.

7.9 Withholding Of Payment. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make a payment or payments to Program Manager otherwise due or thereafter to become due, to the extent that any one or more of the following conditions exists:

- (a) Program Manager's Pay Request is not in the form or supported by the documentation required by this Agreement;
- (b) Program Manager is in default of any of its obligations hereunder or under the applicable Project Order;
- (c) Any part of such payment is attributable to performance by Program Manager which Owner adjudges to be deficient or not conforming with the requirements of this Agreement; provided, however, that payment shall be made as to the part thereof attributable to performance which is rendered in accordance with this Agreement and is not deficient, subject to other provisions hereof;
- (d) Program Manager has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with the Program in accordance with any agreement therefor, or any person has filed a claim that Program Manager has failed to make payments due to such person; or
- (e) Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Program Manager.

In the event that any of the foregoing conditions exist, Owner shall be entitled to retain from any sum then due or thereafter to become due an amount sufficient in the judgment of Owner to satisfy, discharge, and defend against such claims, to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions.

7.10 Disputed Pay Request. In the event Owner's Representative disagrees with or questions all or any portion of any Pay Request, the amount due to Program Manager, or the sufficiency of the information and documentation submitted by Program Manager, Owner's Representative shall notify Program Manager in writing and Owner shall pay the undisputed parts of such Pay Request. If Owner's Representative and Program Manager are able to agree on the amount due under the disputed part of any Pay Request, payment will be made by the payment due date on the original Pay Request or ten (10) days after receipt of a new Pay Request representing the agreed amount, whichever is later.

7.11 Conditions Precedent To Payment. In addition to all other conditions contained in this Agreement, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Program Manager not be in material breach of this Agreement; (b) Program Manager has submitted all documents required by this Agreement; and (c) Program Manager has submitted its Pay Requests and backup documentation in the time, form, and manner required by this Agreement.

## **ARTICLE 8**

### **CHANGE ORDERS**

8.1 Owner's Authority To Order Changes. Owner may, without affecting the validity or enforceability of this Agreement, direct changes in the Services, including additions, deletions, modifications, and revisions thereto, and direct Program Manager to perform

Additional Services. Program Manager shall promptly proceed with the performance of the Additional Services in accordance with Owner's directions, and failure to agree on the specific terms of a Change Order shall not be cause for Program Manager's failure to perform the Services or to proceed with any directed change, so long as Owner and Program Manager agree that there has been a change to the Services.

8.2 Adjustments To Compensation By Change Order Only. Adjustments to the Program Manager's compensation for the Services may be made only by Change Order in accordance with the terms of this Article.

8.3 Increases To Program Manager's Compensation. If Owner directs a change in the time or scope of the Services required of Program Manager, or if Owner directs Program Manager to perform Additional Services, then Program Manager's compensation shall be equitably adjusted by a Change Order; provided, however, and on condition that:

- (a) No upward adjustment shall be made to the Program Manager's compensation and no payment of Reimbursable Expenses shall be authorized if such change in the time or scope of the Services, or the need for Additional Services, is caused by the fault, in whole or in part, of Program Manager; and
- (b) Program Manager gives Owner written notice within seven (7) days after the occurrence of the event or commencement of the condition giving rise to the claim for additional compensation and promptly thereafter submits to Owner its documented claim for additional compensation and makes available to Owner all pertinent information requested by Owner relating to such claim, and such request is approved by Owner, which approval shall not be unreasonably withheld.

8.4 Reductions In Program Manager's Compensation. If the Program Manager's Services are reduced in time or scope, the Program Manager's compensation shall be equitably adjusted by Change Order.

8.5 Payment. Payment for Services performed pursuant to a Change Order shall be requested and made in accordance with, and shall be subject to, the provisions of Article 7.

8.6 Change Orders Final. The parties' agreement on any Change Order shall constitute a final settlement on all items covered by such Change Order, as well as all issues and matters related in any way to the circumstances forming the basis for the Change Order.

## ARTICLE 9

### **PERSONNEL, SUBCONTRACTORS AND CONSULTANTS**

9.1 Approval Of Program Manager's Subcontractors Required/Required Subcontract Terms. Program Manager shall not subcontract to any person or entity (including affiliates of Program Manager) any part of the Services to be rendered by Program Manager under this Agreement without Owner's prior written approval. Program Manager shall provide Owner with such information as Owner deems necessary in order to determine whether to approve any such subcontracts. All such subcontracts shall afford Program Manager rights

against its Subcontractors and consultants which correspond to the rights afforded to Owner against Program Manager herein, including, without limitation, those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor and consultant charges as set forth herein.

9.2 Program Manager Responsible For Acts Of Subcontractors. Should Program Manager subcontract all or any part of the Services required under this Agreement, such subcontracting of the Services shall not relieve Program Manager from any liability or obligation under this Agreement or under any Applicable Law, and Program Manager shall be responsible for any and all acts, defaults, omissions and negligence of its Subcontractors and consultants. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor or consultant of Program Manager, and a provision to this effect shall be inserted into all agreements between Program Manager and its Subcontractors and consultants.

9.3 Program Manager's Personnel. Program Manager shall assign only qualified personnel to perform the Services and any functions related to the Program and any Project.

9.3.1 Engineers. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor, Program Manager shall at all times have available to provide Additional Services to the Program and each Project at least one (1) engineer, licensed in the State of Georgia, for each of the following disciplines: civil, electrical, mechanical, and structural. Owner may, in its sole discretion, elect to waive the licensing requirement in favor of a person with an acceptable level of experience.

9.3.2 Chief Executive. Upon forty-eight (48) hours notice from Owner, Program Manager's Chief Executive Officer, or equal, shall be made available for consultation with Owner as Owner, in its sole discretion, deems necessary.

9.3.3 Prior Approval By Owner. Program Manager shall not assign any personnel to the Program without first obtaining written approval of such assignment from Owner's Representative. In order to permit Owner to evaluate Program Manager's prospective personnel assignments, Program Manager shall make all such personnel available for interviews by Owner and Owner's staff, at Owner's place of business, and shall furnish resumes of prospective personnel. At the time of execution of this Agreement, the individuals listed in Exhibit "A" have been approved by Owner. Subsequent personnel assignments shall be added to Exhibit "A", upon approval in accordance with this paragraph 9.3. Individuals listed in Exhibit "A", shall not be changed unless: (a) Owner exercises its rights set forth in paragraph 9.4, (b) Owner gives prior written authorization for such change, or (c) any such individual ceases to be employed or retained by Program Manager or any parent, affiliate, subsidiary, or joint venture partner thereof, in which case immediate written notice of same shall be given to Owner.

9.3.4 Continuity of Staff. In addition to the Owner's rights under subparagraph 9.3.3, and subject to the Owner's rights under paragraph 9.4, Program Manager shall exercise its best efforts to ensure to the fullest extent practicable that the individuals assigned by Program Manager to staff the Program remain the same, and in their same positions, for the duration of the Project(s) to which they are assigned. Program Manager acknowledges that such continuity of staff is of material importance to the Owner, and that the failure of such continuity may result in inefficiency and cause damage to the Owner.

9.4 Removal Of Personnel And Subcontractors. If at any time during the course of the Program, Owner reasonably determines that the performance or conduct of any member of Program Manager's staff or any of Program Manager's Subcontractors or consultants working on the Program or any Project is unsatisfactory, Owner's Representative may require Program Manager to remove such staff member or terminate such Subcontractor or consultant from the Project immediately and replace the staff member or Subcontractor or consultant, subject to approval in accordance with paragraph 9.3, at no cost or penalty to Owner for delays or inefficiencies the change may cause.

9.5 Employment Taxes. Program Manager shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

## ARTICLE 10

### **PROGRAM AND PROJECT DOCUMENTS**

10.1 Use And Ownership. All Preliminary Designs, Designs for Construction, schedules and schedule updates, Construction Contracts, including, but not limited to, drawings, plans, specifications, and other documents or things pertaining to the Program and the Projects are the sole property of Owner. Such drawings, specifications and other documents and things shall not be used by Program Manager for any purpose other than the design and construction of the Projects unless Owner shall first agree otherwise in writing. Program Manager shall indemnify and save Owner harmless from any and all liabilities, costs, claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of, or resulting from, any unauthorized use of said documents and things by Program Manager.

10.2 Availability Of Program And Project Records To Owner. All records, documents and things relating to the Projects which are in the possession of Program Manager, including without limitation Program Manager's books and records relating to the Program and the Projects, shall be made available to Owner, its designee, and any governmental authority for auditing, inspection and copying upon written request made by Owner. Such records also include, without limitation, all drawings, plans, specifications, Construction Contracts, Submittals, daily logs and dairies, correspondence, minutes and notes of meetings, memoranda, audio or video tape recordings, computer-based files and storage instruments, and other writings or things which document each Project, its design, and its construction.

10.3 Maintenance Of Program And Project Records. Program Manager shall maintain and protect all Program and Project-related documents, records and things for not

less than five  
(5) years after the termination of this Agreement. Program Manager shall give Owner thirty  
(30) days written notice prior to disposal or destruction of any such documents, records and  
things.

## **ARTICLE 11**

### **INDEMNITY**

Program Manager shall, to the fullest extent permitted by law, indemnify and hold harmless Owner from and against all liability, claims, losses, damages, costs and expense of any nature or kind, including without limitation, attorneys' fees, costs of investigation and all litigation-related expenses, sustained or incurred by Owner to the extent arising out of and attributable to the negligent or wrongful performance of Services, or breach of this Agreement by Program Manager, or negligent or wrongful acts and omissions of Program Manager, its Subcontractors, employees, agents or consultants. This duty to indemnify Owner shall extend to, but not be limited to, claims for bodily injury (including death), for damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by Owner or any third person to the extent resulting from and attributable to any breach of contract, negligent or wrongful acts or omissions of Program Manager, its employees, Subcontractors, agents, and consultants.

## **ARTICLE 12**

### **INSURANCE**

12.1 Coverage Required. Program Manager shall, throughout the duration of this Agreement, and for a period of two (2) years after the termination of this Agreement, maintain at its own expense the following insurance, in the minimum limits set forth below, written by insurers acceptable to Owner and in a form acceptable for Owner:

12.1.1 Workers' Compensation to statutory limits.

12.1.2 Employers Liability, One Million dollars (\$1,000,000) per occurrence.

12.1.3 Comprehensive General Liability, with combined limit for bodily injury, sickness or disease, death, and property damage of not less than One Million dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) annual aggregate.

12.1.4 Automobile Liability covering all owned, non-owned or hired vehicles, with combined single limit of One Million dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) annual aggregate.

12.1.5 Excess/Umbrella Liability in excess of items 12.1.2, 12.1.3, 12.1.4 and 12.1.5 above, in the amount of Five Million dollars (\$5,000,000) per occurrence.

12.1.6 Professional Errors and Omissions insurance, with a limit of Three Million dollars (\$3,000,000.00), per occurrence, Three Million dollars (\$3,000,000) annual aggregate.

12.2 Owner As Additional Insured. Owner shall be included as an additional insured

by endorsement to include a 30-day intent to cancel on the coverages specified in subparagraphs 12.1.3, 12.1.4 and 12.1.5, and shall be indicated as such on certificates of insurance required herein.

12.3 Certificates Of Insurance/Cancellation Notice. Not later than ten (10) days after execution of this Agreement, Program Manager shall furnish to Owner original signed certificates of insurance showing that the insurance required by this Article 12 is in force. Such certificates shall provide for thirty (30) days written notice to Owner prior to cancellation or material change in any insurance coverage or policy.

12.4 Subcontractor/Consultant Coverage. Unless expressly waived by Owner in writing, Program Manager shall permit no Subcontractor or consultant retained by Program Manager to enter upon any Project site or perform any Services unless such Subcontractor or consultant is and remains insured in accordance with the requirements of paragraphs 12.1, 12.2 and 12.3. Program Manager shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Program Manager's Subcontractors or consultants to be so insured.

12.5 No Limitation On Program Manager's Liability. The obligations of the Program Manager to procure and maintain insurance shall not be construed to waive or restrict other obligations, including but not limited to Program Manager's indemnification obligations, and it is understood that insurance in no way limits the liability of the Program Manager whether or not same is covered by insurance.

## **ARTICLE 13**

### **SUSPENSION**

13.1 Owner's Right To Suspend. Owner may for any reason whatsoever suspend, in whole or in part, the Program, any Project, the performance of any Work, and performance of Program Manager's Services under this Agreement. Owner shall give written notice of such suspension to Program Manager specifying when such suspension is to become effective and the scope thereof.

13.2 Ceasing Performance Upon Suspension. From and upon the effective date of any suspension ordered by Owner, Program Manager shall incur no further expense or obligations in connection with the suspended portion of the Program, Project or Services, and Program Manager shall cease performing Services as directed by Owner. Program Manager shall also promptly suspend any of its open or outstanding contracts, subcontracts, or purchase orders related to the suspended portion of the Program, Project or the Services.

13.3 Resumption Of Work After Suspension. If Owner lifts the suspension it shall do so in writing, and Program Manager shall promptly resume performance of the Services required by this Agreement unless, prior to receiving the notice to resume the Services, Program Manager has exercised its right of termination as provided in Paragraph 14.8 herein.

13.4 Claim For Costs Of Suspension. Within forty-five (45) days after either the resumption of the suspended portion of the Program, any Project or Services or termination by Program Manager pursuant to paragraph 14.8, Program Manager may submit an

itemization of expense and time expended as a result of the suspension, together with costs, pricing or other data required by Owner. Program Manager's failure to provide such itemized information within such forty-five (45) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Program Manager's work under this Agreement. Owner shall promptly review Program Manager's itemization and shall issue a Change Order providing for payment to Program Manager of such amounts as may be due on account of the suspension, which amounts shall be limited to direct costs resulting from the suspension, and shall not include lost profits or other consequential damages related to or resulting from the suspension.

## **ARTICLE 14**

### **TERMINATION**

14.1 Termination For Convenience. Owner may for any reason whatsoever terminate, in whole or in part, the Program, one or more Projects, this Agreement, or Program Manager's employment under this Agreement, for Owner's convenience. Owner shall give 30 days' written notice of such termination to Program Manager specifying when termination becomes effective and the scope of the termination.

14.2 Ceasing Performance Upon Termination. Program Manager shall incur no further obligations in connection with the terminated portion of the Program, a Project or this Agreement and Program Manager shall cease performance of Services when and to the extent such termination becomes effective.

14.3 Compensation For Termination For Convenience. As full compensation to Program Manager for any termination for convenience, Owner shall pay Program Manager all due or unpaid fees through the date of termination.

14.4 Termination For Cause. If Program Manager fails and/or refuses to perform its Services and responsibilities under this Agreement in a timely manner, supply enough properly skilled personnel, make prompt payment to its Subcontractors or consultants, or comply with Applicable Laws, or if Program Manager is otherwise guilty of a material breach of this Agreement or any representations or warranty made herein, then Owner may, by 7 days written notice to Program Manager and opportunity to cure, and without prejudice to any other right or remedy, terminate in whole or in part, one or more Projects, this Agreement or the employment of Program Manager under this Agreement, and take possession of all design documents, Construction Contracts, and all other Program and Project-related documents and things in the possession of Program Manager, and finish the Program and Projects by whatever methods it deems expedient. In such event, Owner shall be under no obligation to make further payment to Program Manager until Owner has been indemnified from any and all loss.

14.5 Erroneous Termination For Cause. In the event the employment of Program Manager is terminated by Owner for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was, for any reason, without just or proper cause, then such termination shall thereupon be deemed a Termination for Convenience under paragraph 14.1 and the provisions of paragraph 14.3 regarding compensation shall apply.

14.6 Completion By Owner And Survival Of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the Program, any Projects and the Services by whatever means Owner deems most expedient. Program Manager's obligations and all provisions of this Agreement shall continue in full force and effect as to all Services performed prior to the effective date of the termination and as to that portion of the Program, Projects and Services not affected by the termination.

14.7 Termination By Program Manager. If the Program is suspended for a period of more than ninety (90) consecutive days by governmental authority or by direction or neglect of Owner's Representative, and through no fault of Program Manager, or if Owner fails to pay Program Manager any undisputed amount due on any undisputed invoice within thirty (30) days after receipt of written notification from Program Manager that such payment is overdue, then Program Manager may, upon seven (7) days prior written notice to Owner, terminate its Services hereunder.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

15.1 Publicity By Program Manager. Signs and advertisements of Program Manager or any of its Subcontractors or consultants will not be allowed on any Project site or any building or structure thereon without Owner's prior written approval.

15.2 Notices. Any notice required to be given herein shall be deemed to have been given to the other party if (a) given by first class mail, registered air express mail, courier service, or hand delivery; or (b) by telex or fax or email, provided that such notice is also confirmed by first class mail, registered air express mail, courier service, or hand delivery, to the following addresses:

To Owner:

DeKalb County Board of  
Education 1780 Montreal Road  
Tucker, Georgia 30084  
Attention: Erick Hofstetter  
Title: Chief Operations Officer  
Email: [erick\\_hofstetter@dekalbschoolsga.org](mailto:erick_hofstetter@dekalbschoolsga.org)

To Program Manager  
or other designee with authority:

Hoar Program Management, LLC  
2 Metroplex Drive, Suite 300  
Birmingham, AL 35209  
Attention: A. Jared Scheeter  
Title: Vice President, Corporate Operations  
Email: [jscheeter@hpmleadership.com](mailto:jscheeter@hpmleadership.com)

All notices shall be effective upon receipt.

15.3 Successors And Assigns. Program Manager shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without Owner's prior written consent. Owner shall have the right to assign its rights under this Agreement, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Program

Manager, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this Agreement.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including, without limitation, any Project Architect, Contractor, supplier, subcontractor or consultant.

15.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or other competent tribunal or rendered invalid by any legislative or regulatory enactment, the remaining provisions of this Agreement shall remain in full force and effect, and such holding or enactment shall not invalidate or render unenforceable any other provision hereof.

15.6 Headings. The headings used in this Agreement are merely for convenience and have no other force or effect.

15.7 Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

15.8 "Including". The terms "including", "includes", and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

15.9 Governing Law; Jurisdiction And Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to principles of conflict of law. The Owner and the Program agree that jurisdiction and venue of any legal action relating to the interpretation or enforcement of this Agreement or to the provision of Services under this Agreement shall be proper only in the Superior Court of DeKalb County, Georgia, and each agrees to irrevocably submit to the exclusive jurisdiction of the Superior Court of DeKalb County, Georgia for the purpose of any such action.

15.10 Entire Agreement/Amendments In Writing. This Agreement represents the entire agreement between Owner and Program Manager and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Project Program.

15.11 Hazardous Materials. Program Manager and its consultants will have no responsibility for the discovery, presence, handling, removal or exposure of persons to hazardous materials in any form at any Project site.

15.12 Delays Beyond Reasonable Control. Neither Owner nor Program Manager will be responsible for any delays beyond its reasonable control.

**SIGN  
HERE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: *Deirdre Pierce* [Signature] [SEAL]

Mrs. Deirdre Pierce  
[Printed Name]

Board Chairperson  
[Printed Title]

By: *Devon Q Horton* [Signature] [SEAL]

Dr. Devon Q. Horton  
[Printed Name]

Superintendent  
[Printed Title]

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083  
[Printed Address]

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

PROGRAM MANAGER:

*ATS*

HOAR PROGRAM MANAGEMENT, LLC

By: *Greg Ellis* [Signature] [SEAL]

Greg Ellis  
[Printed Name]

Senior Vice President  
[Printed Title]



1100 Circle 75 Parkway, Suite 850

Atlanta, GA 30339  
[Printed Address]

3.3.25  
[Date of Execution]

**SCHEDULE OF EXHIBITS  
TO MASTER AGREEMENT FOR CAPITAL IMPROVEMENT PROGRAM  
PLANNING AND CAPITAL IMPROVEMENT PROGRAM MANAGEMENT  
SERVICES**

EXHIBIT "A" SCHEDULE OF HOURLY RATES

EXHIBIT "B" PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

EXHIBIT "C" FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

EXHIBIT "D" CONTRACTOR AFFIDAVIT

EXHIBIT "E" SUBCONTRACTOR AFFIDVIT

EXHIBIT "F" CAPITAL IMPROVEMENT PROGRAM PLANNING AND MANAGEMENT  
SERVICES PRICE PROPOSAL

EXHIBIT "G" OWNER'S CRITERIA AND NARRATIVE SCOPE OF WORK

EXHIBIT "H" CONTRACTOR'S SUBMITTAL

EXHIBIT "I" OWNER'S CAPITAL IMPROVEMENT PLAN FOR PROGRAMS

EXHIBIT "J" OWNER'S CAPITAL IMPROVEMENT PROGRAM PLANNING SERVICES

## EXHIBIT "A"

### SCHEDULE OF HOURLY RATES

#### Fee Structure

The rate of compensation to the Program Manager for each individual performing Services at an hourly rate is set forth below. The rates set forth shall constitute the Program Manager's sole compensation and include adequate amounts to cover the cost of personnel, home and field office overhead, and profit.

Program Director	Artis Johnson	<u>\$225.00/hour</u>
Deputy Program Director	Horace Dunson	<u>\$185.00/hour</u>
Senior Project Manager	Chris Webb	<u>\$165.00/hour</u>
Project Manager	Joseph King	<u>\$155.00/hour</u>
Project Manager	Kameron Robinson	<u>\$155.00/hour</u>
Project Manager	TBD	<u>\$155.00/hour</u>
Project Engineer	Lo Hurts	<u>\$155.00/hour</u>
Construction Cost Estimator	Jake Chapman	<u>\$200.00/hour</u>
Project Controls Manager	Chris Allee	<u>\$185.00/hour</u>
Project/Accounting Specialist	TBD	<u>\$120.00/hour</u>
Procurement Specialist	Ivy Mitchell	<u>\$170.00/hour</u>
Quality Assurance Manager	Tony Smith	<u>\$185.00/hour</u>
Administrative Assistant	TBD	<u>\$80.00/hour</u>
Clerical	TBD	<u>\$70.00/hour</u>

**EXHIBIT "B"**  
**PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS**

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the DeKalb County Board of Education through the date indicated below, excepting only those claims for which the DeKalb County Board of Education has received, prior to the date indicated below, written notice furnished in strict compliance with paragraph 6.9 of Article 6 of the Master Agreement for Program Management Services Between the DeKalb County Board of Education and \_\_\_\_\_ dated \_\_\_\_\_.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, the DeKalb County Board of Education.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials or renting equipment, or both, to the undersigned have been paid in full.

DATED: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "C"**  
**FINAL WAIVER AND RELEASE OF CLAIM RIGHTS**

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the DeKalb County Board of Education.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, the DeKalb County Board of Education.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials or renting equipment, or both, to the undersigned have been paid in full.

DATED: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "D"**  
**CONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

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

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

EEV/Basic Pilot Program User Identification Number

E-Verify 343483

7/14/2010

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.

Hour Program Management, LLC.

Company Name / Contractor Name

3/3/2025

Date

ATS



BY: Signature of Authorized Officer or Agent

Senior Vice President

Title of Authorized Officer or Agent of Contractor

3.3.25

Date

Greg Ellis

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

3rd DAY OF March, 2025

Elin Leigh Nemec

Notary Public

My Commission Expires: 2/6/2029

**EXHIBIT "E"**  
**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 HPM, 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. 13-1091. 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 subsubcontractor(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 subsubcontractor:

(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 subsubcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

589771

7/12/2012

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

Artis Johnson

2/28/2025

BY: Authorized Officer or Agent

Date

Johnson Construction Services  
(Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Artis Johnson

Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
28 DAY OF FEBRUARY, 2025

Rishabh Patel

Notary Public

My Commission Expires: 01/04/2027

**EXHIBIT F  
CAPITAL IMPROVEMENT PROGRAM PLANNING AND MANAGEMENT SERVICES PRICE  
PROPOSAL**

*[Attached]*

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**BAFO Attachment I**  
**Capital Improvement Program Planning and Management Services Price Proposal**  
**Form**

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

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Contractor,

Hoar Program Management, LLC  
[legal name of Contractor]

1100 Circle 75 Parkway, Suite 850 Atlanta, GA 30339  
[address of Contractor]

205.601.0650  
[telephone number of Contractor]

gellis@hpmleadership.com  
[email address]

having carefully examined the proposed form of Master Agreement for Program Management Services (the "Agreement" or the "Contract") and the Owner's standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for Project: **Capital Improvement Program Planning and Management Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Lump Sum Price, Schedule and other matters set forth below:

**A. The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Capital Improvement Program Management Services.**

**Task 1: Capital Improvement Program Planning**

<b>DELIVERABLE</b>	<b>NOT-TO-EXCEED LUMP SUM PRICE</b>
1. Development of DCSD Facility Standards.	\$ 75,000.00
2. Development of DCSD Education Specifications	\$ 100,000.00
3. Ten-Year Enrollment Forecast	\$ 40,000.00
4. Facility Needs Assessment	\$ 642,779.00
5. Development of a proposed Ten-Year Capital Improvement Program for DCSD Facilities	\$ 759,600.00
<b>Total Not-To-Exceed Lump Sum Price</b>	<b>\$ 1,617,379.00</b>

<b>**CAPITAL IMPROVEMENT PROGRAM PLANNING ADD ALTERNATE #1</b>	
<p><b>1. As- Needed Facility Condition Assessments:</b>                      We have priced focused assessments for one-third (5,000,000 square feet) of DCSD facilities. This assumes a single discipline (Architectural or Mechanical/Electrical/Plumbing) assessment of facilities not to exceed 5,000,000 square feet to refine condition and life cycle projection information. We welcome the opportunity to negotiate this further as the scope requirements are refined.</p>	\$ 221,025.20

<b>**CAPITAL IMPROVEMENT PROGRAM PLANNING ADD ALTERNATE #2</b>	
<p><b>1. As- Needed Educational Adequacy Assessments:</b> We have priced focused assessments for all 15,000,000 square feet of DCSD facilities. We welcome the opportunity to negotiate this further as the scope requirements are refined.</p>	\$ 300,000.00

**Task 2: Capital Improvement Project Management**

The Fee Structure set forth below identifies the cost of each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent the basis for compensation for Capital Improvement Project Management Services. The rates are to include adequate amounts to cover the cost of personnel, home and field office overhead, and profit. Offeror may alter the titles of the positions listed below. Offeror may add to the list of positions listed below. The Offeror understands and agrees that it will be compensated for Capital Improvement Project Management Services on a monthly basis based on the rates provided below. **Rates and hours shall be based on a Monday – Friday work week.**

JOB TITLE	NAME OF STAFF MEMBER	HOURLY RATE	AVERAGE HOURS PER WEEK	RATE PER MONTH
Program Director	Artis Johnson	\$ 225.00	15.0	\$ 38,925.00
Deputy Program Director	Horace Dunson	\$ 185.00	40.2	\$ 32,005.00
Senior Project Manager	Chris Webb	\$ 165.00	40.2	\$ 28,545.00
Project Manager	Joseph King	\$ 155.00	40.2	\$ 26,815.00
Project Manager	Kameron Robinson	\$ 155.00	40.2	\$ 26,815.00
Project Manager	Philip Whittington	\$ 155.00	40.2	\$ 26,815.00
Project Manager	Lo Hurts	\$ 155.00	40.2	\$ 26,815.00



**Transition Related Services**

The Fee Structure set forth below identifies the cost of each individual that will be utilized to collaborate with the incumbent Program Manager to ensure a smooth transition. The Offeror understands and agrees that the rates quoted below will represent the basis for compensation for this transition. The rates are to include adequate amounts to cover the cost of personnel, home and field office overhead, and profit. Offeror is to list the positions needed. The Offeror understands and agrees that it will be compensated for all transition related services on a monthly basis based on the rates provided below. **Rates and hours shall be based on a Monday – Friday work week. Offerors are to assume a transition period beginning February 1, 2025 and ending no later than June 1, 2025.**

JOB TITLE	NAME OF STAFF MEMBER	HOURLY RATE	AVERAGE HOURS PER WEEK	RATE PER MONTH
		\$		\$
Program Director	Artis Johnson	\$ 225.00	4.0	\$ 38,925.00
Deputy Program Director	Horace Dunson	\$ 185.00	20.5	\$ 32,005.00
Senior Project Manager	Chris Webb	\$ 165.00	20.5	\$ 28,545.00
Project Controls Manager	Chris Allee	\$ 185.00	14.0	\$ 32,005.00
		\$		\$
		\$		\$
<b>Transition Related Services Monthly Total</b>				<b>\$ 45,500.00</b>
<b>Transition Related Services Total (Monthly x 4)</b>				<b>\$ 182,000.00</b>

**\*\* Transition Related Services Clarifications:**

1. HPM will participate in a maximum of 1-2 weekly Program Level Transition meetings per month beginning in February 2025. Program Level Transition meetings will be to validate current program and project status, budgets, schedules, and introductions to appropriate program and project stakeholders as necessary.
2. HPM assumes that all day-to-day project management services will be provided by the current program management firm through May 2025 with the current level of staff positions as of February 1, 2025.
3. If day to day project management services will be required of HPM prior to May 2025; HPM will request a 30 day notice of full transition of duties by DCDS. Hourly and Monthly rates for requested positions outlined in the Task 2 Capital Improvement Project Management will apply.

<b>Capital Improvement Program Planning</b>	<b>\$</b>	<b>1,617,379.00</b>
<b>Capital Improvement Project Management</b>	<b>\$</b>	<b>3,309,922.50</b>
<b>Transition Related Services</b>	<b>\$</b>	<b>182,000.00</b>
<b>Capital Improvement Program Management Services Year 1 Total</b>	<b>\$</b>	<b>5,109,301.50</b>

### **Reimbursable Expenses**

The Owner will provide office space, office telephones, furniture, office supplies, and file cabinets for the Project Manager's Staff. All other costs of the Offeror's Office will be borne by the Offeror and are included in the rates quoted above. The Offeror will be reimbursed at cost and without mark-up for reasonable out of town travel expenses if requested by the Owner. The cost of printing, for drawings, specifications, and bid packages will be paid by the Owner.

B. The undersigned Contractor hereby acknowledges receipt of the following Addenda:

*[insert the number and date of each Addendum; if none, insert "None"]*

**Addendum 1, 11/18/2024; Addendum 2, 12/3/2024; BAFO Request, 12/22/2024**

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The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

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

- (a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) Contractor 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 Services or Work for which this Proposal is submitted;
- (c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,
- (d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor 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 Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

Hoar Program Management, LLC

*[typed name of Contractor]*

By:

*[signature]*

[seal]

Greg Ellis, SVP, Program Development

*[typed name and title]*

1100 Circle 75 Parkway, Suite 850 Atlanta, GA 30339

*[address of Contractor]*

( 205 ) 601.0650

*[business telephone number]*

12/23/2024

*[date of execution]*

If the Contractor is a joint venture, please indicate by signing below.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor 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 Contractor 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 "G"**  
**OWNERS CRITERIA AND NARRATIVE SCOPE OF WORK**

**Appendix A: Owner's Criteria and Narrative Scope of Work**  
**RFP No. 25-752-004 – Capital Improvement Program Planning and Management Services**

**PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals for the purposes of entering into a contract with a qualified Program Manager (PM), authorized to do business in the State of Georgia, with experience in construction program management services (the "Services") for K-12 educational facilities, and to act on the DeKalb County School District's (the "Owner") behalf for delivery of its Capital Improvement Program ("CIP") composed of multiple site modifications, renovations, additions and new construction projects (the "Owner's Projects")

Most facilities were constructed in the 1950's and 1960's. Almost all facilities have had some form of renovations, repairs, or additions over the years.

The Owner's Capital Improvement Program has annual revenues of around \$180 million. Revenue is from various sources, but primarily the Education Special Purpose Local Option Sales Tax (E-SPLOST), which is a \$0.01 sales tax renewed by voters every 5 years. The next E-SPLOST renewal is expected to be approved by voters in 2026, and take effect in July 2027. Other revenue sources include annual contributions from the District's general fund as well as reimbursements from Georgia DOE's Capital Outlay Program. Annual revenues vary depending on market conditions and project schedules but are expected to increase over time roughly in line with national inflation.

Over the years, the Owner has utilized a PM and Supplemental Project Management Firms to support the management of the Owner's capital improvement programs. The current, existing Program Management Services Agreement will expire May 31, 2025. The new PM Service Agreement will be for an initial one-year term with four (4) one-year options to renew subject to Board approval on a year-to-year basis. The Owner will hold all design and construction contracts. The PM will be an integral member of the capital improvement team, and therefore all full time staff members of the PM working for the Owner will operate under the Design and Construction Department located at the Sam A. Moss Service Center in Tucker, Georgia.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror however, DCSD reserves the right to award this contract to multiple vendors.

**SCOPE OF SERVICES**

The DeKalb County School District (hereinafter, "the District" or "DCSD") is seeking a Program Manager (PM) to act on its behalf for the delivery of a Capital Improvement Program (CIP) which may be composed of new schools, school replacements, new additions, existing building modifications, renovations, ancillary facility modification or renovations, facility expansion or consolidation, capital renewal, technology improvements, and/or other capital needs. Sites may be added or removed throughout the term of the contract. Such additions or removals will require Board of Education (BOE) approval.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror. Please use the following link for an up to date list of current projects the awarded vendor(s) may have to manage [www.dekalbschoolsqa.org/CIP](http://www.dekalbschoolsqa.org/CIP)

**Task 1: Capital Improvement Program Planning**

The Capital Improvement Program (CIP) Planning Task is the creation of a ten-year capital improvement plan for DCSD facilities beginning 2027 until 2037. The CIP Planning Task includes the primary services listed below as well as any needed to achieve the goal of ten-year capital improvement plan for DCSD facilities:

- A. Facility Standards & Education Specifications Development

- B. Facility Needs Assessment
- C. Enrollment Forecast
- D. Cash-Flow Estimation
- E. Engagement with DCSD leadership and major stakeholders
- F. Proposed 10-Year Capital Improvement Plan

Deliverables:

- A. DCSD Facility Standards – Develop standards for all DCSD facilities based on facility use
- B. DCSD Educations Specifications – Update the District’s Education Specifications for new instructional facilities.
- C. Enrollment Forecast – Ten-year forecast of District enrollment.
- D. Facility Needs Assessment – Assessment of DCSD managed facilities based on facility condition data, DCSD facility standards, and as-needed assessment of DCSD facilities to determine existing conditions. DCSD is open to considering alternative approaches to facility needs assessment.
- E. Proposed Ten-Year Capital Improvement Plan for DCSD Facilities – Proposed list and schedule of capital improvement projects to be added to the District’s Capital Improvement Program which can be approved by the DeKalb Board of Education

**Task 2: Capital Improvement Project Management**

- A. The PM will be an integral member of the Capital Improvement Team, and therefore all full-time staff members of the PM will be located at the office of Facilities and Maintenance Operations Sam A. Moss Center, 1780 Montreal Road, Tucker, GA 30084. Part-time staff (e.g. estimators, design reviewers, etc.) may provide services on an as needed basis from a remote office location.
- B. The PM will report to the District’s Chief Operating Officer (COO), or designee, and be in coordination with the staff of the Operations Division. The PM will provide direct oversight and all appropriate management services of the Capital Improvement Program and the individual projects which comprise the program.
- C. The PM or any of its subsidiaries or affiliates will not be eligible to bid on or otherwise compete for or accept awards for contracts awarded under this Capital Improvement Program.

Services provided by the PM shall include but are not limited to the following services:

**1. Management of Projects within the Capital Improvement Program**

- a. Responsible for managing all resources and relationships necessary to achieve the Owner’s desired outcomes. Coordinate and administer the Program, interfacing with internal staff of various departments and representatives of outside organizations.
- b. Review the District’s capital improvement project list and advise Owner if project schedules or budgets are inconsistent with current costs and industry standard timeframes for the design and construction of any particular project type.
- c. Develop a Program Management Plan which outlines and defines the capital improvement scope, schedule and budget by project. Develop the criteria and a process to identify priorities for the various work items.
- d. In coordination with District staff, develop a Program Procedure Manual which will provide the framework on how the program will be executed on a day-to-day basis. The manual will identify team members’ roles and responsibilities, as well as approval processes, lines of authority, reporting requirements, external communications with local school principals and stakeholders, and any other procedures necessary for the success of the program. The Program Procedure Manual shall incorporate all policies of the Board of Education and Georgia Department of Education, as well as the requirements of local and state building authorities.
- e. Provide system administration for the Kahua software as well as program controls management to ensure that the Kahua software is able to function effectively and that all Kahua workflows and procedures are correctly adhered to according to the Program Procedure Manual.

- f. Provide computer scheduler/analysts to develop and maintain a comprehensive master schedule utilizing the District's program management software, Kahua. Reports on progress and status will be submitted at regular intervals as requested by the Owner.
- g. Review project budgets developed to date and create a master program budget. Prepare and maintain program's master budget incorporating the Owner's cost accounting procedures. Produce cash flow models to track anticipated project receipts against projected expenditures. Develop a process that provides cost control and timely, accurate measurement of program and project expenditures incorporating earned value management techniques. Prepare periodic summaries of program expenditures for the Owner's review.
- h. Provide document and data control specialist to work with the Owner's staff to develop a web-based project reporting system and associated processes, which can be used to monitor project status and support the communication between team members. The system shall be used to track and control project information such as contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc. Specialist shall be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with the Owner's Capital Improvement Program. Specialist shall coordinate with the Design and Construction Department to develop and maintain systems and procedures to store, retrieve and analyze data, drawings, and other construction documents necessary for the design, operations and management of the District's facilities.
- i. Report on the market climate and recommend strategies to minimize project delays and maximize project budgets. Provide analysis of project delivery methods to determine an optimal construction framework to complete renovation and modification projects timely and to minimize school disruption.
- j. As requested by the Chief Operating Officer, provide information sessions to the Board regarding program status and updates.
- k. Develop an outreach program to encourage qualified architects, engineers, contractors and consultants to be a part of the program. If requested, assist the Owner in developing and executing a contractor prequalification system.
- l. Assist the Owner in soliciting Request for Qualification and/or Request for Proposals for architects, engineers, surveyors, geo-technical consultants, or any other services, equipment, etc. needed in the execution of the program.
- m. Assist the Owner as needed with contract and vendor management services to ensure all documentation for contracts and vendors associated with the program remains up to date.
- n. Develop a metrics based system to track the program's level of success.

**2. Pre-Design Phase**

- a. Assist the Owner in the development of the process and procedures for administering contracts through all phases of the work.
- b. Assist the Owner in the development of the process for selecting the design consultant(s) for the project.
- c. Assist the Owner in the development of the communications procedures to manage the flow of information from the Owner to the design team(s) and contractors

**3. Project Design Phase**

- a. Coordinate the design team's activities and provide leadership in assuring that the design phase program and procedures are implemented by all parties.
- b. Assist the Owner's design staff in the selection and assignment of architects and engineers.
- c. Determine needs for surveying, geo-technical and materials testing services, and other related services. Make recommendations and participate in selecting consultants to perform these services.

- d. Review, implement and monitor project schedule(s). Update master schedule as necessary to reflect any changes. The PM is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to.
- e. Implement and maintain cost control procedures throughout the Design Phase. Prepare a cost estimate and a value engineering assessment at the end of Schematics, Design Development and 80% Construction Documents, addressing constructability, possible cost-saving materials, sequencing of construction and/or construction techniques. Compare with the budget and cost estimates submitted by the Design Consultants and recommend revision or action, if required, to maintain project budgets.
- f. Review in-progress design documents during each phase of design to protect the Owner against errors, inconsistencies, omissions or vagueness in plans and specifications. Ensure that all designs comply with the Owner's Educational Specifications and Design Requirements.
- g. Conduct design progress meetings with the Owner, the Design Consultant and other appropriate parties. The PM will record, transcribe and distribute a Design Progress Report to all attendees.
- h. Develop a construction delivery strategy that meets the Owner's objectives and minimizes disruptions to the educational program.
- i. Provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.
- j. Review design to recommend alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Design Consultant's responsibilities or liabilities for design.
- k. Develop phasing and occupancy plan and schedule in conjunction with the Owner's design staff and the Design Consultant that includes procurement support for furniture, furnishings, and equipment purchase in order that adequate delivery times are included in project schedules. Develop interim housing phasing of projects if necessary.

#### **4. Procurement Phase**

- a. Coordinate with the Owner's Procurement Manager to ensure a current bid list is maintained.
- b. Ensure specifications and drawings are available and finalized prior to sending requirements to the Owner's Procurement Manager.
- c. Coordinate with Procurement Manager on all pre-bid/proposal conference and site visit(s).
- d. Identify and assist the Design Consultant in obtaining all necessary permits.
- e. Assist Procurement Manager in evaluating bids and processing contracts.
- f. Ensure all contract(s), purchase order(s), and other documents are sent to the Owner's Purchasing Department to ensure timely processing.

#### **5. Construction Phase**

- a. Provide a management team to provide contract administration and to establish and implement coordination procedures among the Owner, the Design Consultant, the Contractor, testing agencies and other contractors. The PM will monitor and expedite the progress of the construction work.
- b. Conduct with the Owner's staff, the Design Consultant and the Contractor a preconstruction orientation meeting.
- c. Establish and implement procedures for the submittal and review by the PM, the Design Consultant and the Owner of shop drawings, samples, test reports, change orders and application for payments. The PM will maintain logs, files and other documentation relating to such submittals and reviews.

- d. Manage and administer construction contracts and coordinate with Design Consultants and the Owner concerning work change, payments, submittals, monitoring of construction, document interpretations, and other procedural aspects.
- e. Evaluate and/or recommend Change Orders for formal execution. The PM shall advise the Owner on Change Order process ensuring fair price and procedural compliance. Make recommendation to the Owner as to justification and appropriateness of Change Orders, including the appropriateness of quantities and pricing of the work.
- f. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the project. The PM shall review Contractor payment requests, schedule of values and verify progress.
- g. Conduct regular job coordination meetings with the Contractor, Design Consultant and the Owner.
- h. Review scheduled construction activities for coordination with ongoing educational programs and school functions.
- i. Review and monitor the progress of the Contractor's work based upon the approved construction schedule. Advise the Owner regarding the best sequencing to facilitate productivity and occupancy objectives.
- j. Report potential budget and schedule variances, and if necessary, prepare recovery plans.
- k. Make recommendations to the Design Consultant when the PM observes construction work that appears to be defective or not in conformity with the Contract Documents.
- l. Provide written monthly status reports which shall include schedule reports, cost status reports and cash flow analysis.
- m. Assist the Design Consultant in the determination of Substantial Completion and the preparation of punch list. Verify the acceptability and completeness of all work per the Contract Documents.
- n. Work with the Owner's Warehouse Services to provide logistical support in the acquisition, receiving, and setting up of furniture and equipment within new and renovated facilities.

**6. Post-Construction Phase**

- a. Coordinate the plan and schedule of occupancy to minimize disruption to educational activities.
- b. Develop a performance evaluation process of new building systems installed in a facility and impact on users.
- c. Schedule instruction sessions by major material and equipment suppliers to orient and train the Owner's staff for operation. Ensure all operations manuals and warranties are delivered to the Owner in a timely manner.
- d. Organize and conduct six and eleven-month post occupancy evaluations and provide written reports.
- e. Coordinate and expedite transmittals of as-built drawings, guarantees, warranties, maintenance manuals and other record documents to the Owner.
- f. Secure copies of Occupancy Certificates for the Owner's records. Maintain schedule of when Temporary Certificate of Occupancy and Certificate of Occupancy were obtained.
- g. Prepare final project accounting, cost per unit comparisons, and closeout reports.
- h. Conduct warranty inspections of projects during the applicable warranty period. Consult with the Design Consultant and the Owner to obtain and expedite corrective work to repair warranty items.
- i. Develop and evaluate instrument and performance of the design consultants, and construction contractors, and provide evaluation in writing.

**7. Other Duties and Responsibilities**

1. Attend meetings as requested by the Owner. Meetings may be conducted during or after regular business hours. Examples of type of meetings which PM may be requested to attend include:
  - a. Community Meetings
  - b. Project Review Meetings
  - c. Community Construction Advisory Committee
  - d. Coordination Meeting with DCSD staff
  - e. Local Governmental Agencies
  - f. Operations Division Staff Meetings
  - g. Capital Program Department Staff Meetings
  - h. School Board Meetings
  - i. SPLOST Advisory Committee Meetings

**EXHIBIT "H"**  
**CONTRACTOR'S SUBMITTAL**



**ATTACHMENT A: PROGRAM MANAGER CHECKLIST AND CERTIFICATION**

The undersigned, hereby acknowledges having received Request for Proposal (RFP) No. 25-752-004 Capital Improvement Program Planning and Management Services containing a full set of documents:

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

		Include with Proposal	Check Box to Confirm Inclusion
<b>Owner's Standard Forms:</b>			
Attachment A	Program Manager Contractor's Checklist (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)		<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)	B1 or B2 or B3 as applicable	<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input checked="" type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Not Applicable	YES	<input type="checkbox"/>
Attachment H	Suspension and Debarment Certification (1 page)	YES	<input checked="" type="checkbox"/>
Attachment I	Program Management Services Price Proposal (4 pages)	YES	<input checked="" type="checkbox"/>
Attachment J	Immigration and Security Certification	YES	<input checked="" type="checkbox"/>
Attachment K	No Submittal Response Form (1 page)	N/A	
<b>Other Requirements:</b>		<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
	Sample Certificate of Insurance, per General Requirements Item G.	YES	<input checked="" type="checkbox"/>
	Copy of Business License, per General Requirements Item T.	YES	<input checked="" type="checkbox"/>
	Acknowledgement of ALL addenda (if any) on next page.	YES	<input checked="" type="checkbox"/>
<b>Owner's Appendices:</b>			
Appendix A:	Owner's Narrative and Scope of Work (6 pages)		
Appendix B:	Not Applicable		
Appendix C:	Not Applicable		
Appendix D:	Not Applicable		
Appendix E:	Master Agreement for Program Management Services (38 pages)		
Appendix F:	Subcontractor Affidavit of Noncollusion (1 page)		

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



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

Name of Program Manager: Hoar Program Management, LLC

Signature:

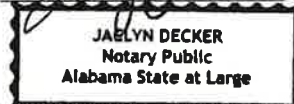
Printed Name: Greg Ellis

Title: SVP, Program Development Date: 12/2/24

Sworn to and subscribed before me this 2nd day of December, 2024.

Notary Public:  My commission expires: 3/15/25

\_\_\_ (SEAL)



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

**ATTACHMENT B1: CORPORATE CERTIFICATE  
Proposals**

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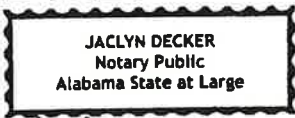
STATE OF Alabama  
COUNTY OF Jefferson

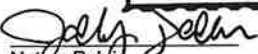
I, Jaclyn Decker, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Greg Ellis who signed said proposal on behalf of the offeror was then SVP, Program Development of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of Delaware.

  
\_\_\_\_\_  
[signature]

Greg Ellis  
\_\_\_\_\_  
[typed name]

Subscribed and sworn to before me this 2<sup>nd</sup> day of December, 2024.

(SEAL) 

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
3/15/25

**RFP 25-752-004 – Capital Improvement Program Planning and Management Services**

**ATTACHMENT C: SUBCONTRACTOR LISTING**  
(Proposals)

TO: DEKALB COUNTY BOARD OF EDUCATION  
hereinafter called "Owner"

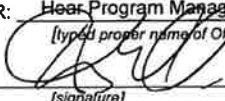
RFP No. 25-752-004  
Project No. N/A

Pursuant to proposal requirements for the Projects known as Capital Improvement Program Planning and Management Services the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER
Project management and controls support services	Artis Johnson, Johnson Construction Services	205 Jupiter Hill Pointe Duluth, GA 30097
		404-790-8985
Facility assessment services	Casey Morris, Ameresco	120 West Trinity Pl., 4th Floor Decatur, GA 30030
		281-381-8996

*Use Additional Sheets If Necessary  
Provide Signature Identical To That  
Shown On The Proposal Form*

OFFEROR: Hear Program Management, LLC (HPM)  
*[typed proper name of Offeror]*

By:   
*[signature]*

Greg Ellis, SVP, Program Development  
*[name and title]*

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

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

STATE OF Alabama

COUNTY OF Jefferson

COMES NOW,  
Hoar Program Management, LLC ("Offeror"),  
*[name of Offeror]*

appearing by and through Greg Ellis, it's SVP, Program Development  
*[insert name of individual with authority to bind Offeror]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant"), and \_\_\_\_\_ *in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education for Capital Improvement Program Planning and Management Services RFP No. 25-752-004 (the "Project").

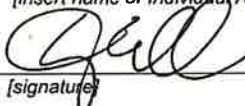
3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

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

This 2<sup>nd</sup> day of December, 2024

Hoar Program Management, LLC (HPM)  
[insert name of Offeror]

and Greg Ellis  
[insert name of Individual And Representative Affiant]

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

SVP, Program Development  
[insert title]

Individual Affiants' signatures and names:

N/A  
Name:

N/A  
Name:

N/A  
Name:

N/A  
Name:

N/A  
Name:

N/A  
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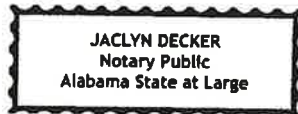
N/A  
Name:

N/A  
Name:

Sworn to and subscribed before me this 2<sup>nd</sup> day of December, 2024.

Notary Public:  My commission expires: 3/15/25

(SEAL)





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

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

Signature: 

Printed Name: Greg Ellis

Firm Name: Hoar Program Management, LLC

Date: 12/2/24

Sworn to and described before me this 2<sup>nd</sup> day of December

Personally known: yes

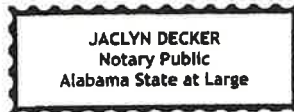
OR Produced Identification: \_\_\_\_\_

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

Notary Public – State of Alabama

My Commission Expires March 15, 2025

Affix Notary Seal Here:



**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

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

This 2<sup>nd</sup> day of December, 2024.

Hoar Program Management, LLC (HPM)

(Printed name of person or entity consenting to release of information)

By: 

Printed name: Greg Ellis

Printed Title: Senior Vice President, Program Development



**ATTACHMENT H**

**SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: Hoar Program Management, LLC  Date: 11/7/2024  
(Offeror Company Name/Certifying Official Signature)

## ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

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**If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.**

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) GE (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

*or*

(b) \_\_\_\_\_ (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

*or*

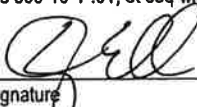
(c) \_\_\_\_\_ (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) GE (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) GE (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the

authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

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

<u></u> Signature	<u>12/2/24</u> Date
<u>343483</u> EEV/Basic Pilot Program User Identification Number	<u>7/14/2010</u> Date of Authorization

Firm Name: Hoar Program Management, LLC (HPM)

Street/Mailing Address: 2 Metroplex Drive, Suite 300

City, State, Zip Code: Birmingham, AL 35209

Telephone Number:  
205.601.0650

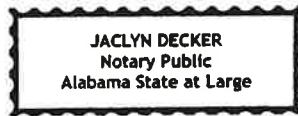
Email Address: gellis@hpmleadership.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

2<sup>nd</sup> DAY OF December, 2024

 Notary Public

My Commission Expires: March 15, 2025



**BAFO Attachment I**  
**Capital Improvement Program Planning and Management Services Price Proposal Form**

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

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Contractor,

Hoar Program Management, LLC  
*[legal name of Contractor]*

---

1100 Circle 75 Parkway, Suite 850 Atlanta, GA 30339  
*[address of Contractor]*

205.601.0650  
*[telephone number of Contractor]*

qellis@hpmleadership.com  
*[email address]*

having carefully examined the proposed form of Master Agreement for Program Management Services (the "Agreement" or the "Contract") and the Owner's standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for Project: **Capital Improvement Program Planning and Management Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Lump Sum Price, Schedule and other matters set forth below:

**A. The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Capital Improvement Program Management Services.**

**Task 1: Capital Improvement Program Planning**

<b>DELIVERABLE</b>	<b>NOT-TO-EXCEED LUMP SUM PRICE</b>
1. Development of DCSD Facility Standards.	\$ 75,000.00
2. Development of DCSD Education Specifications	\$ 100,000.00
3. Ten-Year Enrollment Forecast	\$ 40,000.00
4. Facility Needs Assessment	\$ 642,779.00
5. Development of a proposed Ten-Year Capital Improvement Program for DCSD Facilities	\$ 759,600.00
<b>Total Not-To-Exceed Lump Sum Price</b>	<b>\$ 1,617,379.00</b>

<b>**CAPITAL IMPROVEMENT PROGRAM PLANNING ADD ALTERNATE #1</b>	
<p><b>1. As- Needed Facility Condition Assessments:</b>                      We have priced focused assessments for one-third (5,000,000 square feet) of DCSD facilities. This assumes a single discipline (Architectural or Mechanical/Electrical/Plumbing) assessment of facilities not to exceed 5,000,000 square feet to refine condition and life cycle projection information. We welcome the opportunity to negotiate this further as the scope requirements are refined.</p>	<p>\$ 221,025.20</p>

<b>**CAPITAL IMPROVEMENT PROGRAM PLANNING ADD ALTERNATE #2</b>	
<p><b>1. As- Needed Educational Adequacy Assessments:</b> We have priced focused assessments for all 15,000,000 square feet of DCSD facilities. We welcome the opportunity to negotiate this further as the scope requirements are refined.</p>	<p>\$ 300,000.00</p>

**Task 2: Capital Improvement Project Management**

The Fee Structure set forth below identifies the cost of each individual that will be assigned to a Project. The Offeror understands and agrees that the rates quoted below will represent the basis for compensation for Capital Improvement Project Management Services. The rates are to include adequate amounts to cover the cost of personnel, home and field office overhead, and profit. Offeror may alter the titles of the positions listed below. Offeror may add to the list of positions listed below. The Offeror understands and agrees that it will be compensated for Capital Improvement Project Management Services on a monthly basis based on the rates provided below. **Rates and hours shall be based on a Monday – Friday work week.**

JOB TITLE	NAME OF STAFF MEMBER	HOURLY RATE	AVERAGE HOURS PER WEEK	RATE PER MONTH
Program Director	Artis Johnson	\$ 225.00	15.0	\$ 38,925.00
Deputy Program Director	Horace Dunson	\$ 185.00	40.2	\$ 32,005.00
Senior Project Manager	Chris Webb	\$ 165.00	40.2	\$ 28,545.00
Project Manager	Joseph King	\$ 155.00	40.2	\$ 26,815.00
Project Manager	Kameron Robinson	\$ 155.00	40.2	\$ 26,815.00
Project Manager	Philip Whittington	\$ 155.00	40.2	\$ 26,815.00
Project Manager	Lo Hurts	\$ 155.00	40.2	\$ 26,815.00



**Transition Related Services**

The Fee Structure set forth below identifies the cost of each individual that will be utilized to collaborate with the incumbent Program Manager to ensure a smooth transition. The Offeror understands and agrees that the rates quoted below will represent the basis for compensation for this transition. The rates are to include adequate amounts to cover the cost of personnel, home and field office overhead, and profit. Offeror is to list the positions needed. The Offeror understands and agrees that it will be compensated for all transition related services on a monthly basis based on the rates provided below. **Rates and hours shall be based on a Monday – Friday work week. Offerors are to assume a transition period beginning February 1, 2025 and ending no later than June 1, 2025.**

JOB TITLE	NAME OF STAFF MEMBER	HOURLY RATE	AVERAGE HOURS PER WEEK	RATE PER MONTH
		\$		\$
Program Director	Artis Johnson	\$ 225.00	4.0	\$ 38,925.00
Deputy Program Director	Horace Dunson	\$ 185.00	20.5	\$ 32,005.00
Senior Project Manager	Chris Webb	\$ 165.00	20.5	\$ 28,545.00
Project Controls Manager	Chris Allee	\$ 185.00	14.0	\$ 32,005.00
		\$		\$
		\$		\$
<b>Transition Related Services Monthly Total</b>				<b>\$ 45,500.00</b>
<b>Transition Related Services Total (Monthly x 4)</b>				<b>\$ 182,000.00</b>

**\*\* Transition Related Services Clarifications:**

1. HPM will participate in a maximum of 1-2 weekly Program Level Transition meetings per month beginning in February 2025. Program Level Transition meetings will be to validate current program and project status, budgets, schedules, and introductions to appropriate program and project stakeholders as necessary.
2. HPM assumes that all day-to-day project management services will be provided by the current program management firm through May 2025 with the current level of staff positions as of February 1, 2025.
3. If day to day project management services will be required of HPM prior to May 2025; HPM will request a 30 day notice of full transition of duties by DCDS. Hourly and Monthly rates for requested positions outlined in the Task 2 Capital Improvement Project Management will apply.

Capital Improvement Program Planning	\$	1,617,379.00
Capital Improvement Project Management	\$	3,309,922.50
Transition Related Services	\$	182,000.00
<b>Capital Improvement Program Management Services Year 1 Total</b>	<b>\$</b>	<b>5,109,301.50</b>

### **Reimbursable Expenses**

The Owner will provide office space, office telephones, furniture, office supplies, and file cabinets for the Project Manager's Staff. All other costs of the Offeror's Office will be borne by the Offeror and are included in the rates quoted above. The Offeror will be reimbursed at cost and without mark-up for reasonable out of town travel expenses if requested by the Owner. The cost of printing, for drawings, specifications, and bid packages will be paid by the Owner.

B. The undersigned Contractor hereby acknowledges receipt of the following Addenda:

*[insert the number and date of each Addendum; if none, insert "None"]*

**Addendum 1, 11/18/2024; Addendum 2, 12/3/2024; BAFO Request, 12/22/2024**

---

The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

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

- (a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) Contractor 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 Services or Work for which this Proposal is submitted;
- (c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,
- (d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor 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 Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

Hoar Program Management, LLC  
*[typed name of Contractor]*  
By:  [seal]  
*[signature]*  
Greg Ellis, SVP, Program Development  
*[typed name and title]*  
1100 Circle 75 Parkway, Suite 850 Atlanta, GA 30339  
*[address of Contractor]*  
( 205 ) 601.0650  
*[business telephone number]*  
12/23/2024  
*[date of execution]*

If the Contractor is a joint venture, please indicate by signing below.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor 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 Contractor 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]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2024

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).

<b>PRODUCER</b> McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	<b>CONTACT NAME:</b> Lindsay Tidmore 205-583-9891 <b>PHONE (A/C, No, Ext):</b> 1-800-476-2211 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ltidmore@mcgriff.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> Great American E & S Insurance Company 37532 <b>INSURER B:</b> Starr Indemnity & Liability Company 36318 <b>INSURER C:</b> Arch Specialty Insurance Company 21199 <b>INSURER D:</b> Amerisure Mutual Insurance Company 23396 <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Hoar Program Management P.O. Box 660400 Birmingham, AL 35266-0400	

COVERAGES CERTIFICATE NUMBER: M32RA9ES REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	X X	PLF03327301	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		1000587116241	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A X		WC20972570902	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Professional Liability		MSWB501222830624	06/01/2024	06/01/2025	Per Occurrence \$ 3,000,000 Annual Aggregate \$ 3,000,000 SIR each claim: \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The DeKalb County School District and The DeKalb County Board of Education are Additional Insured under General Liability as required by written contract. Waiver of Subrogation applies in favor of Certificate Holder with respect to General Liability and Workers Compensation as required by written contract

<b>CERTIFICATE HOLDER</b>  The DeKalb County School District 1701 Mountain Industrial Boulevard Stone Mountain, GA 30083	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# DEKALB COUNTY BOARD OF EDUCATION

Capital Improvement Program Planning and Management Services

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PROGRAM MANAGEMENT • PLANNING SERVICES • OWNER'S REPRESENTATION • PROJECT MANAGEMENT  
• DESIGN & CONSTRUCTION PROCUREMENT • CONSTRUCTION AUDIT & ADVISORY SERVICES •  
REAL ESTATE ACQUISITION • SITE SELECTION • PRECONSTRUCTION SERVICES • **& MORE**

LETTER OF INTRODUCTION AND INTEREST



A personal message from Tracy Richter  
to DeKalb County Board of Education

**CLICK OR SCAN TO WATCH VIDEO** ▶

[bit.ly/dekalb-hpm](https://bit.ly/dekalb-hpm)





DeKalb County Board of Education (the "Board")  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 30084-6705

Dear DeKalb County School District,

Thank you for the opportunity to submit our qualifications to provide Planning and Program Management services for DeKalb County Public Schools. With over 27 years of experience, HPM is ready to stand alongside you in providing the exact leadership and program management services you have requested.

HPM is the leading program manager throughout the Southeast and, along with our nationally recognized planning team, has provided full cycle services across the US. Our proven processes ensure that we are ready to work hand-in-hand with you and external contractors to create accountability to our management plan.

HPM will provide full subject matter expertise throughout all phases of each project and the entire program. To increase our value proposition to DCSD, HPM is proposing to partner with our long time strategic consultants Johnson Construction Services and Ameresco. With this team, we connect everything from initial scope and budget planning to full life cycle program management with a focus on clear and consistent communication at every step.

We offer the following reasons to consider our team:

- » We are one of the Nation's top 25 Program Management firms that excels during preconstruction providing accurate cost, budget management, and schedule information and continues this process with right tools to provide you with clear and continuous communication throughout the program.
- » Our in-house team of Planning experts can ensure that your CIP will be handled seamlessly without having to bring in an outside source, ensuring that we can connect every element from start to finish.
- » Along with procurement experts, construction project management staff, and Field Coordinators, we have the tools to provide daily quality assurance during all construction activities and assure our processes and guidelines are followed.
- » Our deep, national K12 resume includes experienced individuals that provide school planning, programming and execution expertise.
- » Our wealth of experience ensures we're looking over the horizon and anticipating challenges before they manifest into problems.

We realize you only have one chance to get this right, and by choosing our team you can rest assured knowing that you have employed an experienced planning and program management team dedicated to supporting you in every way as you achieve ultimate success in providing the needed facilities to support DeKalb County Public Schools. It would be our distinct privilege to partner with you in the good work that you have set out to do as we reach new heights and demonstrate excellence at every level.

Sincerely,

Greg Ellis  
Senior Vice President, Program Development  
1100 Circle 75 Parkway, Suite 850  
Atlanta, Georgia 30339  
gellis@hpmleadership.com  
205.601.0650

Tracy Richter  
Vice President, Planning Services  
1100 Circle 75 Parkway, Suite 850  
Atlanta, Georgia 30339  
trichter@hpmleadership.com  
614.284.2123



## 1. TABLE OF CONTENTS

### TABLE OF CONTENTS

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## **FIRM OVERVIEW AND COMPLIANCE INFORMATION**

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- Ensure peace of mind for your project with the guarantee that your team is equipped with the proven processes, certifications and experience to deliver success.



## 2.1 Firm Overview

2.1.1 Provide a full and complete company profile to include, but not limited to Firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.

**Firm Name:** Hoar Program Management, LLC

**Firm Headquarters:**  
2 Metroplex Drive, Suite 300  
Birmingham, AL 35209  
Phone: 205.423.3500

**Branch office handling project:**  
1100 Circle 75 Parkway, Suite 850  
Atlanta, GA 30339

Additional company information on pages 10 and 11.

2.1.2 State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.

**Years in business:** 27  
**Firm Structure:** Limited Liability Company  
Incorporated in Delaware

HPM began as a program management division of an 85-year-old construction company, Hoar Construction in 1997. Hoar Program Management (HPM) became its own limited liability company (LLC) in 2012 and is privately owned by Hoar Holdings, LLC. HPM is run by a fifteen-person management team with Ryan Austin serving as president.

2.1.3 List the number of permanent employees and provide an organization chart of the firm. Also, list the employees you intend to assign to the project, include a paragraph which outlines their role and responsibility, relevant experience with similar type project, and certifications.

**Number of permanent employees:** 174  
Please see the organizational chart on page 68.

## 2. COMPLIANCE INFORMATION



### **Artis Johnson** – Program Director

As Program Director, Artis will provide the senior leadership for the program team. He will be ultimately responsible for the successful completion of the program. He will monitor and communicate with the Owner to ensure the detailed requirements of the project are being implemented. He will make sure staff members at every level are supported for the tasks at hand. Artis has led projects for Atlanta Public Schools, Fulton County Schools, Invest Atlanta, City of South Fulton and for the City of Atlanta. Artis is a construction veteran deeply connected to the Atlanta community.

### **Horace Dunson** - Deputy Program Director

As Deputy Program Director, Horace will provide direct support and leadership in the program development, operational efficiency, and accountability of the program team. Horace brings extensive experience as a Deputy Superintendent, Chief Operating Officer, and Executive Director of Operations across the State of Georgia. Horace will support both the Program Director and Capital Planning Director to ensure that all actions of the program team are executed with technical expertise and industry best practices. The Deputy Director will act as a liaison to external local, county and state agencies as required and will also act as a liaison to internal customers and stakeholders at DeKalb County Schools. Horace will be a resourceful leader adept at maintaining high productivity levels while efficiently insuring the team is completing tasks as required.

### **Tracy Richter** - Capital Planning Director

Tracy Richter will be responsible to managing all planning efforts. Tracy leads a very experienced team that specializes exclusively in master planning. Tracy brings an unmatched vision to the team bridging the academic and facility aspects of planning together. This ability to bring a full planning service line into a Program Management firm is unique to HPM and adds great value to our clients. Tracy has led planning efforts in many of DeKalb's peer districts in Georgia and across the country. Most recently Tracy has led planning efforts in Fort Worth, TX as well as Augusta, GA. In the past 10 years, Tracy has also led projects in Fulton County Schools, GA, Decatur City Schools, GA, Duval County Public Schools, FL, Fort Bend ISD, TX, Arlington, TX, Philadelphia Public Schools, PA, and Manatee Public Schools, FL. Tracy has led statewide planning efforts in Rhode Island, Hawaii, Ohio and New Mexico. Tracy regularly teaches modules on planning for the Association for Learning Environments (ALE).

### **Scott Leopold** - Capital Planning Manager

Scott Leopold will be responsible for data management related to planning and ensure smooth integration into program management activities. Scott specializes in distilling complex facility, demographic, and cost data into a deliverable that can effectively lead decision makers and other stakeholders through successful plans. Most recently Scott has supported efforts in Round Rock ISD, TX and Duval County Public Schools, FL. In the past 10 years, Scott has also supported efforts in Arlington, TX, Howard County Public Schools, MD, Philadelphia Public Schools, PA, and Manatee County Public Schools, FL. Scott is also skilled in integrating GIS into online dashboards like PowerBI and Tableau.

### **Casey Morris** – Facility Condition Assessment Lead

Casey Morris is a national leader in K-12 facilities assessments. With more than 25 years of experience, Casey brings unmatched experience to our team. Casey is responsible for managing all assessment teams and data. Casey is experienced in navigating asset management systems and is intimately familiar with MAPPs because he helped to develop it in the late 90's. Casey has led assessments in many of the largest school systems in the country such as Baltimore City Schools, Duval County Public Schools, Fort Worth ISD, Houston ISD, Long Beach ISD, and many more. Our partnership with Ameresco and Casey brings a best in class asset management software platform together with unmatched experience in the field.

### **Matt Sachs** – GIS/Data Analyst

Matt Sachs will be responsible work managing all GIS efforts throughout the planning process. Matt is experienced in leading these efforts in projects where the client does not have an in-house GIS staff as well as integrating with an existing staff like DeKalb. Most recently Matt has supported GIS efforts in Richmond County Public Schools, GA, Fort Worth ISD, TX, and South Bend Public Schools, IN. Over the past 10-years, Matt has also supported Duval County Public Schools, FL, Fort Bend ISD, TX, and Howard County Public Schools, MD.

## 2. COMPLIANCE INFORMATION

### **Elena Diaz** – GIS/Data Analyst

Elena will support all planning related services through GIS data management and analysis. She will have the ability to manage and analyze data to create reports and presentations that support multiple planning activities that may include: facility planning, boundary/zoning analysis, population/census analysis, site selection, and student potential/build-out analysis. Elena's experience includes Richmond County School System, Manor ISD, Fort Worth ISD, Round Rock ISD, Nampa School District and HEB ISD.

### **Jake Chapman** – Construction Cost Estimator

Jake is responsible for managing the entire preconstruction process, from the initial concept to the final design and contractor selection. This position guides projects from early design until start of construction, while maintaining the client's budget, implementing phasing and contracting requirements, and keeping the design team on schedule. This position works closely with project and program managers, architects, engineers, and clients to align preconstruction services to the overall mission of a given project or program and to ensure the highest level of professionalism and service to clients. Jake's experience includes preconstruction support for Manor ISD, Round Rock ISD, HEB ISD, Belton ISD, Austin ISD and Fort Smith Public Schools.

### **Chris Allee** – Project Controls Manager

As Project Controls Manager, Chris will assist with scope, budget, and solutions to challenges. He will provide process and procedures support, manage project accounting with project managers support, manage, review and track all invoicing, and support reporting. Chris will provide transparency of financials including tracking all budgets, which includes originals, modifications, transfers, forecasts, job to date costs, and estimated cost to completion. He will finalize all owner buyout, track contractor buyout, manage how contingencies are spent or changes are required and work with construction audit and advisory to ensure contract compliance for subcontractors, general contractors and consultants. Chris's experience includes the Richmond County School System, Manor ISD, and Round Rock ISD.

### **Ivy Mitchell** – Procurement Specialist

Ivy assists in identifying and procuring high-quality partners. These include designers, consultants, contractors, design-builders and construction managers to position your construction program for success. She works in conjunction with architects to make necessary adjustments in the design schedule to facilitate earlier completion of the work relating to pre-purchase items. Her procurement process brings numerous benefits to our clients. Clients gain cost savings, supplier management, risk mitigation, improved quality, transparency, compliance and strategic decision-making. By implementing and continuously improving our processes, our clients can enhance their operational efficiency, reduce costs, and gain a competitive edge in the market. Ivy's experience includes support for Manor ISD, Round Rock ISD, Pelham City Schools, and Mobile County Public Schools.

### **Tony Smith** – Quality Assurance Manager

As Quality Assurance Manager, Tony will perform initial drawing reviews to assess constructability as well as potential problematic details. His report will be published and addressed prior to construction to mitigate future warranty claims. Once construction starts, he is responsible for assuring the project is being constructed according to the most recent documents, working with the Draft Superintendents to ensure that all materials being installed have been submitted and approved by the designers, and providing documentation that all materials and methods of construction are per manufacturer's instructions. He is also responsible for ensuring proper documentation of concealed conditions and as-built changes are cataloged for future reference. Tony's experience includes the University of Alabama, the University of Mississippi, Mississippi State, and Mercedes

### **Chris Webb** – Senior Program/Project Manager

Chris will be responsible for overseeing the project management team from preconstruction through construction and finalizing project closeout. He is responsible for managing each project budget. He oversees the generation of the master project schedule and oversees all contractual obligations between the DeKalb County Schools and their consultants and contractors. Chris's experience and relevant projects include oversight of the Fort Smith School System program in Fort Smith, Arkansas; Invest Atlanta; multiple projects for the Georgia Board of Regents and updating the University System of Georgia's Building Project and Procedures Manual; City of South Fulton Capital Projects Program. Certifications include Certified Construction Manager (CMAA), LEED Accredited Professional, Georgia NPDES Level IA certification, and multiple state general contractor's licenses.



**Joseph King – Project Manager**

As Project Manager, Joseph will be the primary day-to-day point of contact with the owner and responsible for the management of the project. His duties include all project administration and correspondence, purchasing and contracting, schedule monitoring, problem resolution, preparing monthly reports and owner billings, preparing and completing project closeout including warranties and as-built drawings, and other duties as necessary to successfully complete the project. Joseph's experience includes Clayton County Public Schools and Aerojet Rocketdyne.

**Philip Whittington – Project Manager**

As Project Manager, Philip will be the primary day-to-day point of contact with the owner and responsible for the management of the project. His duties include all project administration and correspondence, purchasing and contracting, schedule monitoring, problem resolution, preparing monthly reports and owner billings, preparing and completing project closeout including warranties and as-built drawings, and other duties as necessary to successfully complete the project.

**Kameron Robinson – Project Manager**

As Project Manager, Kameron will be the primary day-to-day point of contact with the owner and responsible for the management of the project. His duties include all project administration and correspondence, purchasing and contracting, schedule monitoring, problem resolution, preparing monthly reports and owner billings, preparing and completing project closeout including warranties and as-built drawings, and other duties as necessary to successfully complete the project. Kameron's recent experience includes Atlanta Public Schools.

**Lo Hurts – Project Manager**

As Project Manager, Lo will be the primary day-to-day point of contact with the owner and responsible for the management of the project. His duties include all project administration and correspondence, purchasing and contracting, schedule monitoring, problem resolution, preparing monthly reports and owner billings, preparing and completing project closeout including warranties and as-built drawings, and other duties as necessary to successfully complete the project. Lo's experience includes multiple housing projects in Georgia, Airbus FAL Expansion, and an MRO Hangar for Leonardo Helicopters.

**Melissa Bradley – Project/Accounting Specialist**

As Project/Accounting Specialist, Melissa will assist with scope, budget, and solutions to challenges. She will provide process and procedures support, manage project accounting with project managers support, manage, review and track all invoicing, and support reporting. Anu will provide transparency of financials including tracking all budgets, which includes originals, modifications, transfers, forecasts, job to date costs, and estimated cost to completion. She will finalize all owner buyout, track contractor buyout, manage how contingencies are spent or changes are required and work with audit and contract services to ensure contract compliance for subcontractors, general contractors and consultants. Melissa's experience includes FedEx and the Alabama Department of Corrections.

**2.2 The Firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.**

2.2.1 State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project the stated entity name will be used in all legal contracting documents derived from this selection.

**Legal Name:** Hoar Program Management, LLC  
Submitting as a corporation

2.2.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current license for all key personnel assigned.

Reference following pages for current licenses.

2. COMPLIANCE INFORMATION

Control Number 20243290

**STATE OF GEORGIA**

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

**CERTIFICATE OF AUTHORITY**

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Hoar Program Management, LLC**  
a Foreign Limited Liability Company

has been duly formed under the laws of **Delaware** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **12/16/2020**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **12/16/2020**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



**APPLICATION FOR CERTIFICATE OF AUTHORITY**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 12/16/2020 11:16:26 AM

BUSINESS INFORMATION	
CONTROL NUMBER	20243290
BUSINESS NAME	Hoar Program Management, LLC
BUSINESS TYPE	Foreign Limited Liability Company
EFFECTIVE DATE	12/16/2020
HOME JURISDICTION	Delaware
DURATION	8 Years
NAME IN HOME STATE	Hoar Program Management, LLC
DATE OF FORMATION IN HOME JURISDICTION	08/08/2012
COMMENCEMENT DATE IN GEORGIA	01/01/2021

PRINCIPAL OFFICE ADDRESS	
ADDRESS	2 Metroplex Drive, Suite 300, Birmingham, AL, 35209, USA

RECORDS ADDRESS	
ADDRESS	2 Metroplex Drive, Suite 300, Birmingham, AL, 35209, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
CT Corporation System	1201 Peachtree St, NE, Atlanta, GA, 30361, USA	Fulton

MANAGER(S)		
NAME	TITLE	ADDRESS
Ryan Austin, HPM	MANAGER	2 Metroplex Drive, Suite 300, Birmingham, AL, 35209, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Ryan Austin
AUTHORIZER TITLE	Manager

The foreign limited liability company undertakes to keep its records at the address shown above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.

2. COMPLIANCE INFORMATION

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

**ANNUAL REGISTRATION** \*Electronically Filed\*  
Secretary of State  
Filing Date: 1/8/2024 8:37:30 PM

BUSINESS INFORMATION	
CONTROL NUMBER	20243290
BUSINESS NAME	Hear Program Management, LLC
BUSINESS TYPE	Foreign Limited Liability Company
EFFECTIVE DATE	01/08/2024
ANNUAL REGISTRATION PERIOD	2024

PRINCIPAL OFFICE ADDRESS	
ADDRESS	2 Metroplex Drive, Suite 300, Birmingham, AL, 35209, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
CT Corporation System	1201 Peachtree St, NE, Atlanta, GA, 30361, USA	Fulton

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	MMG LLC DBA Georgi a Business Compliance
AUTHORIZER TITLE	Authorized Person



**City of Birmingham, Alabama  
2024 Business License**

EXPIRES DECEMBER 31, 2024

**Date Issued:** 02/17/2024

**License No:** 9137096026

**Issued to:** HOAR PROGRAM MANAGEMENT LLC  
DBA HOAR PROGRAM MANAGEMENT LLC  
2 METROPLEX DR STE 300  
BIRMINGHAM, AL 35209-6825

**Account No:** 467192

**Location:** 2 METROPLEX DR STE 300  
BIRMINGHAM, AL 35209-6825

The licensee named herein is authorized to do business at the above specified business location as provided for in the License Schedules listed below:

Schedule	Description	Units
236068.00	CONTRACTORS (GENERAL)	



**PUTTING PEOPLE FIRST**

WWW.BIRMINGHAMAL.GOV

THIS LICENSE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS IS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

This is NOT A BILL.

**This license must be posted.**

**Avenu**  
Issuing Authority

Questions regarding this license should be addressed to Avenu at (877) 889-BHAM (2426)

## 2. COMPLIANCE INFORMATION

# your blueprint for success.

### WHO WE ARE

---

HPM was born out of an 80+ year old construction company in 1997, with a vision of leveraging our robust experience and expertise to partner with clients in delivering successful large-scale capital improvement projects.

From day one, we have approached business differently, providing comprehensive management from planning to program and every stage in between. Our longstanding resume speaks to our abilities and depth of expertise in our target industries. We have top-of-the-industry experts working with us to collaborate efficiently and ensure accountability throughout each project decision.

We strive to put others first, embodying servant leadership in our daily interactions with clients and colleagues. Our greatest satisfaction is building relationships with our clients, knowing that when they work with us, they will want to develop a partnership. Your vision coupled with our skill sets, horsepower, top-tier industry knowledge and problem-solving capabilities makes us an unstoppable force, ready to streamline processes and get the job done.

Above all, our value lies in our people and our relationships. We prioritize connections with our clients and consistency in our best-in-class level of service, promising to always show up and do our best work.

**27**  
YEARS  
OF CLIENT  
SATISFACTION

TOP  
**25**  
PROGRAM  
MANAGEMENT FIRMS  
ENGINEERING NEWS RECORD

**\$15**  
BILLION  
IN FACILITY  
PLANNING

### WHERE WE ARE

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ATLANTA • BIRMINGHAM • MOBILE • HUNTSVILLE •  
DALLAS/FT WORTH • AUSTIN • ORLANDO • PITTSBURGH



## HPM IS IN THE BUSINESS OF LEADING

For some of our clients, this may mean managing an already established capital program. For other clients, it could mean overseeing a project from site selection through owner occupancy. No matter the scope of our involvement, our reason for being is to lead our clients to success and our industry to a new standard of excellence.

### SPECIALISTS

We were born from builders and grew up in construction. As a result of this background and dedication, we create better, more successful results for our clients.

### ADAPTABILITY

Our passion for program management has no limits. No challenge is too big. No project is too complicated. We pride ourselves on doing whatever's necessary to deliver the exemplary projects our clients deserve.



### ADVOCACY

We are client-centric servant leaders committed to doing what's best for our clients and their projects. We strive to be the perfect partner, helping every group on every project achieve success.

### PRINCIPLED

Our core values determine who we are and guide our every action. Grounded by these values, we do the right things the right way, thereby strengthening the trust clients have in us.



## Managing DeKalb County Key Challenges

**CLICK OR SCAN TO WATCH** ▶

[bit.ly/dekalb-challenges](https://bit.ly/dekalb-challenges)



## WHY HPM

At HPM, we can't separate planning from programming. We recognize the rarity of a request that incorporates the full breadth of program management, and we are uniquely built to deliver this ask for DeKalb. Our team is equipped to collaborate, recommend and manage throughout each stage of the program process, ensuring that our team is accountable for each decision and success as we move forward together.

- ▶ Comprehensive project leadership from planning to program
- ▶ Meticulous selection and management of project teams/members
- ▶ Complete knowledge of project delivery options
- ▶ Precisely estimated cost of project schedule
- ▶ Thorough project communication
- ▶ Ensured contract compliance
- ▶ Quality assurance through each project stage

## 2. COMPLIANCE INFORMATION

### 2.3 Financial Information (Y/N):

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

HPM is in good financial standing and submitted financial statements to Ionwave.

**These financial statements are proprietary.**

### 2.4 Litigation/Capacity/Convictions Information (Y/N):

2.4.1 Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

HPM has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

2.4.2 Capacity: Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, please demonstrate your firm's capacity to complete this project. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company regarding K-12 projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.

There are no pending claims litigation or claims against Hoar Program Management, LLC (HPM) or against other parties for which HPM may have a role in the litigation regarding K-12 projects. HPM has not been involved in any litigation within the past 5 years.

HPM has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

2.4.3 Convictions: Include a statement as to whether or not the FIRM (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.

HPM or any of our officers have never been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.



## **1. FIRM'S RELEVANT EXPERIENCE AND EXPERTISE**

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Discover our relevant experience and expertise in the completion of many K-12 construction projects within the scope of your requests for DeKalb.

## 1. RELEVANT EXPERIENCE AND EXPERTISE

Major consideration will be given to the successful completion of previous educational construction/modernization programs which are comparable in size, scope and complexity. This will include evaluating the PM firm's performance and quality of work on previous programs. The firm's demonstration of experience with large K-12 construction/modernization programs is highly desired.

- A. The firm shall list three (3) programs which best illustrate the experience of the firm as it relates to this program. Do not list programs which were not completed by your firm or completed more than ten years ago. Include the following information for each program:
1. Title, location, award date and completion, or anticipated completion date.
  2. List total dollar value of work which was managed or is presently being managed.
  3. Describe the nature of the firm's responsibility with the program and services provided.
  4. Owner's representative name, address, telephone and e-mail address.
  5. Firm's Program Manager, Director and key professionals involved in the program, and in particular, who of that staff would be assigned to the program covered by this Request for Proposal.
  6. Submit a brief narrative that demonstrates the value added by your program management services to your client's needs in term of delivering the program within budget, opening projects on time and delivering high quality projects.
  7. Identify any unique issues or problems associated with the program and describe any creative initiative which your firm may have utilized to benefit the owner and resolved the issue or problem.
  8. Provide a reference letter from each of the following. If reference letters are not available provide reasons for the unavailability. Owner: Provide the name, address and telephone number of project owner with whom offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
    - a. Owner: Provide the name, address and telephone number of project owner with whom offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
    - b. Architect/Engineering Firm: Provide the name, address and telephone number of architectural and engineering professionals and firms with whom offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
    - c. Construction Managers: Provide the name, address and telephone number of construction managers and/or firm with who offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.

Reference experience on the following pages.







## **Your all-in-one partner from planning to project**

PLANNING AND PROGRAM MANAGEMENT

AUDIT AND ADVISORY

EXISTING PROGRAMS

SPOTLIGHT ON JOHNSON  
CONSTRUCTION SERVICES

## Comprehensive services for educational success



### TOTAL DOLLAR VALUE

\$508M bond program from 2018

Long-range facilities master plan for the 2024 bond program: \$998M

### SERVICES

Procurement  
Estimating & Preconstruction  
Contract Development & Negotiation  
Project Management  
Quality Control & Inspection  
Field observation monitoring  
Construction Audit  
Long-Range Facility Planning  
Closeout & Warranty Planning

### PROGRAM MANAGER

Pierre Archaud

### ASSIGNED TO PROGRAM

Tracy Richter, Scott Leopold, Matt Sachs,  
Elena Diaz, Jake Chapman, Ivy Mitchell,  
Chris Allee, Greg Ellis, Casey Morris

### OWNER

Dennis Covington  
Chief Operations Officer  
Lillie Delgado Administration Building  
1311 Round Rock Ave.  
Round Rock, Texas 78681  
dennis\_covington@roundrockisd.org  
512-464-5042

### AWARD DATE

2019

### COMPLETION DATE

Program Management completion date:  
November 2024 (Extension Pending)  
Planning Services completion date:  
November 2024 (Extension Pending)

### ROUND ROCK ISD | Round Rock, TX

HPM has worked with Round Rock Independent School District for more than nine years, providing strong advice and tangible cost savings built upon a strong foundation of trust.

Round Rock ISD has benefited from the full spectrum of HPM services. The relationship began with Audit and advisory services related 2014 bond projects. Round Rock was unsuccessful in passing a bond program in 2017, much of the feedback from the community was lack of transparency around the 2014 bond. Subsequently Round Rock went back to the community and was successful in passing a \$500M bond program in 2018. At this time, RRISD engaged HPM in a staff augmentation program management contract to keep the 2018 projects on schedule and on budget.

During this 2018-2022 timeframe RRISD and the construction program faced a myriad of challenges that many other across the country faced. Record cost escalation, inflation, administration and board turnover, vocal political opposition as well as nationally funded misinformation campaigns. **During a time where these challenges caused peer systems to take drastic steps to secure additional funding to keep construction programs on track, HPM and RRISD are tracking to complete** all of the 2018 RRISD projects with an overall surplus.

While our PM team was actively engaged in the 2018 bond projects, HPM was task with setting up the next bond cycle. In order to address past transparency concerns HPM recommended a comprehensive facilities planning process that was different from the previous 2014 and 2018 initiatives that focused purely on bond planning at the administration and board level. This planning process started from the ground up with facility condition assessments, the development of educational specifications which then served as a benchmark for educational adequacy assessments. This data along with historical and projected demographic data served as the "State of the Schools" background document that was the single source of truth moving forward.

HPM facilitated an inclusive Long-Range Facilities Planning process that engaged more than 50 community members in over a dozen meetings to develop a series of options, solicit feedback from the broader community, and ultimately make recommendations to the Board. The Board accepted the Master Plan and then



## **\$6.6 million** IN ADDITION TO A PROJECTED **program surplus of \$17 million**

moved on to the effort of prioritizing the recommendations into a bond package that would be supported by the community. Like nearly every other school system in the country, the overall needs exceeded available funding sources.

The bond planning process included a core group of community members that served on the Long-Range Planning committee as well as additional members appointed by the board as well as district staff to serve as resources. The Citizen's Bond Committee (CBC) was tasked with identifying and prioritization projects from the Master Plan that exceeded \$2 billion dollars in overall need. The final committee recommendation to the board recommended projects that totaled over \$1.1 billion. HPM and CBC leadership participated in nearly a dozen school board work sessions to develop the final bond recommendations that totaled nearly \$1 billion dollars and also reduced the tax-rate for the community.

In November of 2024, three of the four bond issues passed for a total of \$933M in capital. One of the main drivers for this 2024 bond process was the building backlog of deferred capital renewal projects, in previous bond issues in 2014, and 2018, the focus was expansion of footprint to accommodate growth. Traditionally, it is more difficult to create community buy-in for deferred capital renewal than it is new schools.

### **VALUE ADDED**

In order to provide a successful completion on these projects, the team helped to redefine and implement schedules, document management and control protocols. In addition to keeping projects on track, HPM saved the owner approximately \$1 million in the first year through Guaranteed Maximum Price (GMP) reviews and pre-audit work. In the past 2.5 years and with a current savings to the client of \$17+ million, HPM continues to assist the RRISD Facilities Department with value options and engineering such as: assisting with trade negotiations, recommendations for alternatives in civil scope, roofing options, various design issues for cost and scheduling, brokerage and vendor pricing evaluations, detailed reviews of change orders and pay applications.

### **UNIQUE ISSUES**

Construction projects around the world have been impacted by the COVID-19 pandemic. For many, it has caused delays and budget increases, setbacks that public-school districts typically cannot afford. At Round Rock ISD, however, we delivered over \$75 million of work in a period of eight months. All summer 2020 projects were completed successfully on time.

During this 2018-2022 timeframe RRISD and the construction program faced a myriad of challenges that many other across the country faced. Record cost escalation, inflation, administration and board turnover, vocal political opposition as well as nationally funded misinformation campaigns. During a time where these challenges caused peer systems to take drastic steps to secure additional funding to keep construction programs on track, HPM and RRISD are tracking to complete all of the 2018 RRISD projects with an overall surplus.





December 1, 2020

RE: HPM Letter of Recommendation

Dear Selection Committee Members,

November 4, 2018 Round Rock Independent School District resoundingly passed a \$508 Million bond referendum to address many of the pressing capital improvement and growth needs of our school District. In my role as the Chief Operating Officer for the district, I was keenly aware of the challenges we would face in managing a bond program of this magnitude while successfully operating existing facilities and fulfilling our core mission of educating our students. As I began to evaluate the best way to move forward in executing the 2018 Bond commitment to our community, it became apparent that this effort would require expert professional support for our existing Design and Construction Department.

The RRISD relationship with HPM began long before the 2018 Bond and the trust and transparency that HPM provided through their Audit Services group. For many years, HPM's Vince Chapman, provided construction audit and advisory services on select capital projects for the district. Vince's national expertise in construction audit saved us millions of dollars on complex and difficult projects throughout our relationship. This gave me and RRISD leadership the confidence to call again on the services of HPM to provide program management staff augmented services for our 2018 Bond program. Directly upon the 2018 Bond public approval, the RRISD construction department and purchasing department initiated the statutory processes for selections of design professionals and construction manager at risk teams for significant projects embedded within the 2018 Bond's constitution. HPM was selected for staff augmentation and project controls services 10 months into our bond program.

Fortunately, HPM was able to mobilize immediately augmenting our understaffed construction department. Greg Ellis and Derek McSween organized the HPM team and aligned with our staff to become immediately effective and efficient. Our immediate needs required HPM staff to assume district duties of ongoing projects. Additionally, HPM was tasked to implement new program controls and reporting systems for the district and to develop a way to reconcile project controls to mirror the district's finance and accounting departments internally.



HPM project controls expert, Jessica Morris, joined the team to integrate the RRISD financial processes and procedures into a customized construction controls and reporting system utilizing a construction industry standard system. That system is Procure. Project controls is pivotal to the district for meeting our goals of absolute transparency and accountability.

Finally, HPM was also obligated to accountability and quality management on our jobsites across the district. Justin Grant and the HPM Field PM's joined new and on-going construction projects, sharing the project duties with RRISD PM's, subsequently elevating construction craftsmanship and the dependability of project schedules.

In closing, as an educational leader, the decision to employ third party professional services is always very difficult. Inserting HPM's staff augmentation and project controls skill was definitely a necessary and appropriate decision for Round Rock ISD. Sadly, a few short months later, we all faced the challenges of the Covid-19 Pandemic. Over the course of the last 8 months, every school district across the nation has been working to protect the health and safety of their students, teachers, staff, and administration, and solve problems never before faced in K-12 Education delivery. However, simultaneously, RRISD and HPM accomplished approximately \$350M in bond project costs, to-date.

HPM is a proven and trusted partner to Round Rock ISD and I highly recommend them to your organization.

Kindest Regards,

Terry C. Worcester A.I.A.  
RRISD Chief Operating Officer



HPM  
Two Metroplex Drive  
Birmingham, Alabama 35209

Re: IIPM Performance Assessment

On behalf of my colleagues and myself, I'm pleased to write this letter of recommendation for IIPM. My colleagues and I have had the pleasure of working with IIPM over the past two years for our shared client, Round Rock Independent School District.

RRISD is one of the largest and fastest growing school districts in Texas. With that designation comes high pressure, unique challenges, and expectations from all the stakeholders. To navigate this, it's critical that the leaders involved carry with them skillsets and practices that lead to success. I have observed both IIPM's ability to perform and their capacity to carry it across multiple projects of significant scale. Redbud Elementary is a new \$36 Million 120,000 square foot school in the heart of Round Rock. While McNeil High School includes a \$52 Million budget and 90,000 square feet of interior renovation and additions that sits just outside the City of Austin.

HPM stayed on top of every problem or change requested by the owner and analyzed how it could impact the schedule. With these two schools being very large, challenging, and time sensitive projects these reviews proved integral to the success of the projects. HPM's team provided outstanding management that created a positive, team-oriented atmosphere and helped everyone involved perform to their highest abilities while ensuring that RRISD received the facilities they expected.

We believe that IIPM has greatly contributed to the successful completion of Redbud and the ongoing success of McNeil High School.

Sincerely,

Burton Mackney  
Vice President, Central Texas  
Joeris General Contractors



San Antonio | Austin | Dallas | Fort Worth | Houston

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o. 512.920.0338 f. 512.920.0339



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Austin, Texas 78759 USA  
Phone: 512 340 0676  
Fax: 512 372 3467  
www.pbk.com

March 16, 2022

VIA EMAIL DELIVERY



Architecture  
Engineering  
Planning  
Technology  
Facility Consulting

Attention: To Whom It May Concern

RE: Professional Letter of Reference – HPM

To whom it may concern:

PBK Architects had the pleasure of working with HPM recently on the new Round Rock ISD Redbud Elementary School project. The design and construction team included Round Rock ISD, HPM, Joeris and PBK Architects. Our design involved a high level of custom interior features and with assistance from HPM, the team delivered strong communication and coordination to deliver a campus that combined creativity with economy. HPM supplemented Round Rock ISD's facility and maintenance departments in executing the work. Upon schedule review, temporary air conditioning was installed to complete the interior finishes in order to maintain schedule and complete the project on time. Even though the construction took place during a very challenging time, the project was a big success and Round Rock ISD was extremely pleased with the outcome. PBK is grateful for HPM's leadership as an extension of the REISD team and we would welcome the opportunity to work with them again on future projects.

It has been a great pleasure to have the opportunity to work side by side with HPM in serving Round Rock ISD. Should you or anyone have any questions or additional requests, please do not hesitate to contact me on my mobile phone at 512-557-4857.

Sincerely,

Darrell Pearson  
PBK Architects, Inc.  
Partner, LEEP AP BD-C

## Paving the way for unprecedented growth



### TOTAL DOLLAR VALUE

HPM is currently providing planning services in preparation for an anticipated \$500M 2025 Bond

\$280 Million Bond Program

### SERVICES

Program Management  
Preconstruction Services

### PROGRAM MANAGER

Andrew Betts

### ASSIGNED TO PROGRAM

Tracy Richter, Scott Leopold, Matt Sachs, Elena Diaz, Ivy Mitchell, Jake Chapman, Chris Allee, Greg Ellis, Casey Morris

### OWNER

Joe Mendez  
COO  
10335 US Hwy 290E  
Manor, TX 78653  
512-273-4115  
joe.mendez@manorisd.net

### AWARD DATE

July 2021

### COMPLETION DATE

Capital Planning Services  
through November 2025

### MANOR ISD | Manor, TX

Greater Austin is one of the fastest growing major metropolitan areas in the U.S., and the population of Manor, located just 12 miles northeast of Austin, has grown by more than 160% since 2010. Anticipating an additional 2,800 students in the next four years, Manor Independent School District passed a \$280 million school bond program to be used for academics, technology upgrades, and new facilities. The District recognized the need for an experienced and dedicated program manager to oversee the program and hired HPM to ensure schedule and budget compliance as construction advances over the next three years.

The program includes the build-out and delivery of a new performing arts center, a new middle and elementary school, classroom additions for three campuses, a new early college facility at Manor High School, a transportation facility and four new athletic facilities. The bond program funding these improvements is one of the largest the district has initiated in its history.

In the first 8 months of working for Manor ISD, HPM has realized nearly \$17 million in direct value savings for the district through cost avoidance, design concept alternatives, and vendor negotiations

**As a result of the success in Program Management services of the 2019 Bond Program, HPM has also been engaged to develop a long range capital plan and develop the upcoming 2025 Bond program currently anticipated to be \$500M.**

## \$17 million savings returned THROUGH COST AVOIDANCE, DESIGN CONCEPT ALTERNATIVES, AND VENDOR NEGOTIATIONS



## VALUE ADDED

In the first eight months of working for Manor ISD, HPM has been able to realize nearly \$17 million in direct value add/savings, through cost avoidance, design concept alternatives, and vendor negotiations.

## UNIQUE ISSUES

**Permitting:** During the programming phase, we were told that the permit processing duration was approximately 12 months with the City of Austin and 6 months for the City of Manor. In order to accelerate the timeline to meet the start of the school year and in an effort to reduce the impact of the escalation cost, we engaged with permit officials at both municipalities to explore ways to expedite permitting. We uncovered that Manor ISD had an existing Interlocal Agreement with the City of Austin, which was put in place 23 years ago and forgotten by both parties. The agreement clearly sets requirements for review time for each submission as well as waives a certain number of permit processing fees. With the help of this document, we anticipate being able to reduce the permit duration by at minimum 6 months, allowing us to meet our deadlines and save approximately 7% of the construction cost for escalation. Additionally, that agreement is set to expire in a couple of years, so we are now leading the effort to extend its duration.

At the City of Manor, on behalf of the school district, we lead negotiations to instate an agreement like the one used at the City of Austin. It was approved and executed early this year and we have already experienced the benefits by obtaining our first permits within 2 to 3 months after being submitted. This 3-month acceleration saved the school district approximately 3-4% for each project.

**Lack of Existing Processes:** Upon our arrival, we sat with some of the district leadership and reviewed all their processes in place for common construction administration procedures such as budgets, schedules, change orders, pay-applications, and documentation management. It quickly became apparent that there was a lack of uniformity in processes and communication between the different departments. To solve the communication issues, we set up a weekly meeting with all the project stakeholders, where we discuss progress and urgent topics as a team. This created a common program understanding and accountability for each of the participants which then enabled HPM to propose the creation or adjustment of construction administration processes.

We standardized the use of Procore as the project management software for the projects we directly manage. It is used to store all the documents as well as process pay applications and change orders which automatically update our budgets. The school district instantly realized the value and decided to implement it for their own projects.

Another improvement we put in place is to create approval forms and workflows when a decision or approval is necessary. This includes budget transfer, design approvals, change orders, and value engineering approval. This allows the district to keep a record of all the important changes and holds all the stakeholders accountable.

Finally, we rethought and improved the internal and external communication related to the Bond Program. Internally we started to create multiple reports that are compiled weekly, bi-weekly and monthly to inform the different stakeholders of the status and progress of the construction. Externally, we created a live dashboard that was added to the district's website that reports on the status of each project. Also, we scheduled multiple in-person community updates where we met with the community to provide them with progress and answer some of the questions or concerns they might have.





**Manor Independent School District**

10335 US Hwy 290E  
Manor, TX 78653  
March 20, 2024

**HPM Letter of Recommendation**

Dear Selection Committee Members,

As the Chief Operating Officer and Chief Financial Officer of the Manor Independent School District (MISD), we are united in our enthusiasm to recommend Hoar Program Management, LLC (HPM) for their outstanding program management services. Overseeing a \$280 million bond program for new facilities, renovations, and infrastructure improvements, HPM has demonstrated unparalleled efficiency and success.

HPM's strategic approach in managing complex construction projects, their negotiation skills, and their expertise in construction management ensured precision, transparency, and fiscal responsibility throughout the program. Their efforts in driving cost avoidance and achieving significant savings without sacrificing quality or timelines have been particularly impressive. Utilizing innovative solutions and best practices, HPM has significantly benefited our district, ensuring optimal use of every dollar through vigilant oversight.

Their commitment to collaboration and effective communication has fostered a trustworthy partnership, engaging stakeholders at all levels and ensuring that the program's vision and objectives were exceeded. As we approach the completion of this transformative bond program, it's clear that HPM's contributions have been pivotal to its success, enhancing our educational facilities and the future of our community.

We wholeheartedly recommend HPM for their exceptional team, methodologies, and commitment to excellence, confident in their ability to add significant value to any project as they have with ours.

For further information or a detailed discussion on HPM's contributions, please feel free to contact us.

Sincerely,

Joe Mendez  
Chief Operating Officer (MISD)

Jeffrey Solomon  
Chief Financial Officer (MISD)



Stantec Architecture Inc.  
1805 Aldrich Street, Suite 300  
Austin, TX 78723

March 28, 2022

Attention: To Whom It May Concern  
Recipient's Address

I am writing to provide recommendation of HPM, Hoar Program Management, as your program management partner in your construction program. Stantec and HPM have worked side by side on projects for Manor ISD and Round Rock ISD in the current bond program projects for each of these clients. The scope of these projects include a new elementary school in Manor ISD and a CTE program expansion for an existing high school in Round Rock. It has been my personal pleasure on both of these projects to work with HPM.

The larger of these two projects is of course the new elementary school in Manor ISD, which has faced many of the same challenges that your project(s) will likely face, including restrictive site conditions, compressed schedule, and limited budget resources. While this project certainly has issues and hurdles that have had to be overcome, as will your projects, HPM has worked as an equal partner to deliver a project that will serve the Manor community and its students for generations to come.

HPM will provide industry leading experience and expertise to your projects that few of their competitors can match. But that is not the reason that I recommend their services to you. My recommendation comes from having seen firsthand, by example and the test of time, that their inherent culture is one that places their clients needs and objectives above their own. For every project they undertake they bring an approach of sincere partnership that recognizes that the success of a project is dependent upon collaboration and teamwork between the Client (with their program manager), the Architect, and the Contractor.

So it is without hesitation that I recommend HPM to you for your construction needs. I know that they will stand with you and support you through even the most challenging endeavors. When you are done, and the dust has settled you will be glad that you had a construction partner you could trust.

Respectfully,

Barry Nebhut AIA  
Principal  
Phone: 512.867.6106  
Barry.Nebhut@stantec.com

Designed with the computer program



**SATTERFIELD & PONTIKES CONSTRUCTION, INC.**  
GENERAL CONTRACTORS / CONSTRUCTION MANAGEMENT / DESIGN BUILD

March 23, 2022

Re: Reference Letter for HPM, Inc.

To Whom It May Concern,

It is my pleasure to offer this letter of recommendation for HPM.

HPM is the Owner Representative for Manor Independent School District. Satterfield & Pontikes Construction, Inc. is the Construction Manager-at-Risk for Manor's New Early College High School and New Transportation Facility. Both projects S&P is constructing are from Manor's \$280 million 2019 Bond Program.

Their team has been engaged with the project stakeholders from day one and their forward planning with the school staff have developed a smooth preconstruction process.

**They committed an experienced team, all of which stayed on the projects for the duration of the work. The team has been proactive offering solutions to hurdles experienced through preconstruction & construction.**

Their teamwork and collaboration have always put the Owner's interests first.

S&P looks forward to working with HPM on future projects!

If I was the Owner, I would hire HPM again. We look forward to future projects with their professional staff.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Calen Shearer', is written over a light blue horizontal line.

Calen Shearer, Vice President  
Satterfield & Pontikes Construction, Inc.  
[cshearer@satpon.com](mailto:cshearer@satpon.com)  
210-875-5283

12823 Welmore Road • San Antonio, Texas 78247 • 210.837.5250 • Fax: 210.572.1895  
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## Upgrading for efficiency



### **FWISD/RICHMOND COUNTY/DUVAL COUNTY PLANNING SPOTLIGHT**

Robust capital plan implementation, district-wide declining enrollment, boundaries of growth/boundaries of decline, enrollment that does not align with current or future enrollment, these are the common themes in Richmond County, GA, Duval County, FL and Fort Worth ISD, current clients of HPM.

Each of these Districts are currently in the midst of capital programs that include new construction and comprehensive renovations, however, when creating their original facilities master plans (prior to HPM's engagement), the difficult decisions of right-sizing the facilities portfolio and balancing enrollment were not part of the planning process. This has left each of these programs facing difficult decisions on how to re-allocate bond dollars that were promised to be spent on facilities that are not necessarily needed in the future.

HPM's Planning Group was chosen by each of these Districts to adjust and create long-range facilities plans focused not on a future bond program, but focused on creating a viable facilities plan that would include future capital projects, prioritized deferred maintenance schedules, infrastructure reduction, boundary realignment (balance enrollments), and project future costs for plans.



**RICHMOND COUNTY SCHOOL DISTRICT | Augusta, GA**

HPM began working with Richmond County Schools on a Facility Master Plan in the summer of 2023. The scope of the FMP included a wide range of services including Capacity Analysis, Educational Adequacy Assessment, Enrollment Projections, Subdivision Analysis, and Community Engagement. This data was compiled into State of the Schools report to allow district staff and community members to easily review data at both a district-wide and individual campus level.

Throughout the process HPM provided constant interaction with the school district. This included planning sessions with district administration, small group meetings with Board members, facilitation of a Community Task Force, conducting public hearings, and meeting with school alumni groups. The Community Task Force met four times throughout the process. This committee reviewed data, developed draft facility options, and ultimately helped finalize a recommendation for facility actions for the following school year and a 10-year plan.

In March of 2024 the Board of Education approved the plan developed and presented by HPM. This plan included boundaries associated with the opening of a new elementary and a new middle school, closing and consolidating one elementary and one middle school, and boundaries associated with the construction of a new middle school. The plan also creates a pathway for future consolidations that will be conducted in line with the 2024 ESPLOST program in which the 'right-sizing' of the District will take place over the next five years.

Ameresco is a consultant partner.



**VALUE ADDED**

Created a pathway for facilities reduction, while increasing academic and extracurricular offerings. Aligned with the 2024 ESPLOST vision for replacing and renovating remaining buildings. Communicated community by community to create a plan that was data driven, transparent, and listened to the concerns from community members.

**UNIQUE ISSUES**

District faced with declining enrollment, under-utilized facilities and small school sizes, Richmond County was seeking a programmatic solution to facilities reduction. Small school sizes in Richmond County correlates with underfunded schools and reliance on local units to supplant fully State funded schools. Richmond County engaged with HPM to create a 5-year implementable facilities plan with a 6-10 year vision that aligns the portfolio of facilities to schools of appropriate size to be programmaticaly viable and aligned to future enrollment, while keeping the trust of the community to support ongoing ESPLOST programs to improve the conditions of remaining school facilities.

**TOTAL DOLLAR VALUE**

\$350,000

**SERVICES**

- Facilities Master Planning
- Capacity Analysis
- Educational Adequacy Assessment
- Enrollment Projections
- Subdivision Analysis
- Community Engagement

**PROGRAM MANAGER**

Tracy Richter

**ASSIGNED TO PROGRAM**

Scott Leopold, Matt Sachs, Elena Diaz, Chris Allee

**OWNER**

Dr. Kenneth Bradshaw  
Superintendent  
864 Broad Street  
Augusta, GA 30901  
bradske@boe.richmond.k12.ga.us

**AWARD DATE**

July 2023

**COMPLETION DATE**

Ongoing

## SPOTLIGHT ON YOUR FUTURE



### TOTAL DOLLAR VALUE

IDIQ

### SERVICES

Validation of current educational

specifications

Capacity and inventory assessment

Demographics analysis

- Enrollment Projections

- Boundary Changes

- Advanced GIS mapping

Community engagement

### PROGRAM MANAGER

Tracy Richter

### ASSIGNED TO PROGRAM

Scott Leopold, Matt Sachs, Casey Morris

### OWNER

Ron Fagan

Chief Financial Officer

1701 Prudential Drive, 6th Floor

Jacksonville, Florida 32207

faganr@duvalschools.org

904-390-2972

### AWARD DATE

January 2023

### COMPLETION DATE

Ongoing

### DUVAL COUNTY PUBLIC SCHOOLS | Jacksonville, FL

Duval County Public Schools has an enrollment of 110,000 students on 157 campuses. The district has experienced declining enrollment of nearly 20,000 students in the past fifteen years. In 2019 DCPS passed a half-penny sales tax which will raise nearly \$2 billion over 15 years. In the Facilities Master Planning process prior to the bond, HPM team members facilitated a community based process that reduced the capacity of the District by consolidating numerous small schools into new larger more efficient schools.

HPM's approach to DCPS is support the implementation of a plan that reduces the overall capacity of the district to fit the declining population so that more dollars can be directed to the classroom. This is especially critical in Florida due to changing legislation that takes funding directly from public schools and reallocates those funds to private and charter schools.

Ameresco is a consultant partner.



### VALUE ADDED

DCPS has been on the front line of charter school proliferation in the state of Florida since it began rapid expansion in 2010. This has required intensive demographic analysis and with the participation of school choice, facilities, as well as programming and curriculum, HPM was critical in fostering the cooperation of these different departments to ensure a unified plan to retain as much enrollment as possible.

### UNIQUE ISSUES

As a large countywide school system, DCPS has faced almost every challenge possible. HPM has served DCPS since 2003 and has acquired vast expertise and vast institutional knowledge specific to the District. This history proved invaluable during the 2018 master planning process when navigating complex issues during the community engagement process. HPM was able to quickly answer community concerns and dispel misinformation before it could take root and impact the success of the process.