STANDARD FORM OF CONTRACT

FOR ARCHITECTURAL SERVICES

(STATE CAPITAL OUTLAY PROJECTS)

BETWEEN THE

DEKALB COUNTY BOARD OF EDUCATION

AND THE ARCHITECT

Architect: Manley -Spangler Smith Architects- PBK Architects. Inc. dba PBK

Architect Address: 5019 West Broad Street, Suite M207

Sugar Hill, GA 30518

Project Name: Druid Hills High School Modernization

Project Address: 1798 Haygood Drive NE, Tucker, GA 30084

Project No.: 409-36

Solicitation No.: RFQu No. 23-752-016

Cost Code: SP6CIP.40936.ARCHITECT.2055

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CONTRACT FOR ARCHITECTURAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **Manley-Spangler Smith Architects – PBK Architects, Inc. dba PBK (MSSA-PBK)** (the "Architect"). This Contract shall be effective on the date executed by the last party to execute it.

The architectural services required by this Contract are to be rendered for a construction project identified as **Druid Hills High School Modernization** (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Architect agree:

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to execute this Contract and recognizing that Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Contract or implied by operation of law, the Architect, by executing this Contract, makes the following express representations to the Owner:

1.1 The Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project;

1.2 The Architect has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties hereunder have been fully satisfied;

1.3 The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

1.4 The Architect shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations; and

1.5 The Architect assumes full responsibility to the Owner for the improper acts and omissions of Architect's consultants or others employed or retained by the Architect in connection with the Project.

ARTICLE 2

PRELIMINARY CONSULTATION, EXAMINATION AND REPORT

Prior to the preparation of the Schematic Design as required by Article 3 below, the Architect shall first consult in detail with the Owner, and shall carefully examine any information provided by the Owner concerning the Owner's policies, purposes, concepts, objectives, desires, and design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements, and any other information provided by the Owner concerning the Owner's criteria for the Project (collectively, all of the foregoing information may be referred to as the "Owner's Criteria"). Following such examination, and in no event later than ten (10) calendar days after the effective date of this Contract, the Architect shall prepare and submit to the Owner a written report detailing the Architect's budgetary, operational, or other problems or recommendations which may result from the Owner's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate; addressing each of such identified problems.

ARTICLE 3

PRELIMINARY DESIGN AND PRICE ESTIMATES

3.1 After reviewing with the Owner the written report required by Article 2 above, agreeing upon any proposed solutions to identified problems resulting from the Owner's Criteria, the Architect shall draft and submit to the Owner a "Schematic Design" for the Project per RFQu Appendix G: Owner's Master Schedule. The Schematic Design shall be consistent with the Owner's Criteria, as, and if, modified, and shall include as a minimum the information outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements. This includes:

3.1.1 Schematic Design Drawings

3.1.2 Preliminary Outline of Specifications

3.1.3 Cost Estimate as described in Article 3.2 below

3.1.4 Written description of major components of the Design

3.1.5 Any other documents or things necessary or appropriate to describe and depict the Preliminary Design and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

3.2 Upon completion of the Schematic Design and as part of the Schematic Design submittal, the Architect shall submit to the Owner in writing, its preliminary estimate for constructing the Project. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents (CD), the Architect shall update and refine the preliminary estimate of the contractor's anticipated price for constructing the Project. At a minimum, the Architect shall submit to the Owner in writing its updated and refined estimate per the requirements outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements. The Architect shall advise the Owner of any adjustments to previous estimates for constructing the Project. If at any time the Architect's estimate for constructing the Project

exceeds the Owner's Stated Cost Limitation (SCL) by more than 5%, the Architect shall make appropriate revisions to the Design Documents to bring the cost within the SCL. These revisions will be performed by the Architect at no additional cost to the Owner. The Architect will also be responsible for creating a Recovery Schedule to complete the design per the original Design Schedule.

3.3 In preparing estimates of the contractor's anticipated price for constructing the Project, the Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction acceptable to Owner are to be included in the Construction Documents (CD); to make reasonable adjustments in the scope of the Project acceptable to Owner and to include in the Design for Construction alternate bids acceptable to Owner as may be necessary to adjust the estimated contractor's anticipated price for constructing the Project to meet the Owner's budget.

3.4 Upon completion and submittal of the Schematic Design and the Preliminary Estimate, the Owner, the Owner's Representatives, and other parties as deemed necessary will review the documents for general compliance with the Owner's design criteria described in Article 2 of this Contract. The Architect will participate in a Design Review Meeting at the end of the design review period and, once in agreement with the proposed comments/ revisions, will proceed to the 50% Construction Drawings Phase, where he will promptly incorporate the agreed upon comments/ revisions into the Design Documents.

3.5 After reviewing with the Owner the design review comments identified in 3.4 above, and agreeing upon any proposed solutions to identified problems resulting from the review, the Architect shall draft and submit to the Owner a " 50% Construction Drawings" submittal for the Project per RFQu Appendix G: Owner's Master Schedule. The 50% Construction Drawings submittal shall be consistent with the Owner's Criteria, as, and if, modified, and shall include as a minimum the information outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements.: This includes:

3.5.1 50% Construction Drawings

3.5.2 Initial Draft of Specification Manual

3.5.3 Cost Estimate as described in Article 3.2 above

3.5.4 Any other documents or things necessary or appropriate to describe and depict the 50% Construction Drawings Concepts and the conformity of same with the Owner's Criteria (as, and if, modified as set forth above) for the Project.

ARTICLE 4

CONSTRUCTION DOCUMENTS

4.1 Upon written direction from the Owner, after reviewing with the Owner the 50% Construction Drawings Submittal required by Article 3 above, and after incorporating any changes or alterations authorized or directed by the Owner with respect to the 50% Construction Drawings Submittal or with respect to the Owner's Criteria, as, and if, modified, , the Architect shall draft and

submit to the Owner the "Construction Documents (CD)" in the phased submittals outlined in RFQu Appendix B: Design Review – Minimum Submittal Requirements and RFQu Appendix G: Owner's Master Schedule. The Construction Documents shall include plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for construction of the Project. In preparing the Construction Documents, including without limitation any changes thereto, the Architect shall, as and when necessary, file and review all plans and specifications with all departments, divisions and offices of the State of Georgia and of DeKalb County having jurisdiction and requiring such filing or review, including without limitation the State of Georgia Department of Education, State of Georgia Environmental Protection Division, DeKalb County Building Department, DeKalb County Development Department and DeKalb County Fire Marshall, and incorporate all required review comments into the plans and specifications. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in strict conformity, and strictly comply, with all applicable law, codes and regulations, and with all standards, criteria (including the Owner's Criteria), and memoranda of policy furnished by the Owner. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. The services required of the Architect under this Contract do include, without limitation, an Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, building evacuation plans, site evacuation plans, demolition plans (if demolition is applicable), and any and all other services required by law or otherwise necessary to provide permittable drawings and specifications.

4.2 All plans and specifications shall bear the signature and seal of the Architect. Structural, electrical, and mechanical plans and specifications shall also bear the signature and seal of the respective engineers, licensed in the State of Georgia. Five (5) sets of all plans, sized 30" x 42", and specifications, properly signed and sealed, shall be furnished to the Owner at every submittal stage. In addition:

4.2.1 Architect shall provide Owner with all final plans on computer disk in AutoCAD version 2000, or scanned onto magnetic media that can be accessed by AutoCAD 2000;

4.2.2 Drawings will be posted on the District's Project Management software Proliance "Contract Manager System" (CMS) using an Owner supplied license, as follows:

4.2.2.1 Preliminary Consultation and Examination Report – Posted on CMS as a PDF file.

4.2.2.2 Schematic Design Submittal – Drawings posted as one PDF file, specifications posted as one PDF file, additional reports posted as PDF files.

4.2.2.3 Construction Documents – 50% same as 4.2.2.2

4.2.2.4 100% Construction Documents – Each drawing and specification section is to be posted as a separate PDF file.

4.2.3 Architect shall provide Owner with 11" x 17" prints of the final site plan, grading plan, staking plan, and overall floor plan; and

4.2.4 The maximum drawing sheet size shall be 30" x 42".

4.2.5 If the Project involves construction to an existing school structure, Architect shall create and submit to Owner an evacuation plan for use during construction. If the Project has more than one Phase, Architect shall provide an evacuation plan specific to each Phase of construction. Any such evacuation plan created by the Architect for the Project shall be submitted to and subject to approval by the DeKalb County Fire Marshall. The Architect shall supplement any evacuation plan as required and necessary.

4.3 The Architect is responsible for the calculating in detail of all structural, mechanical, and electrical work including, but not limited to, the furnishing to the Owner of life-cycle-costing and energy consumption analyses for the purpose of ascertaining and verifying (i) adequacy and correctness of equipment specified or shown on the plans and (ii) that the plans and specifications do not violate sound and accepted engineering principles; and

4.3.1 to confirm that there has been ample provision in the entire structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, and masonry walls; and

4.3.2 to confirm that there has been ample provision in the mechanical work for expansion and contraction.

4.4 The Architect shall design all buildings in such manner that, if such buildings are constructed in accordance with the construction contract between the Owner and contractor (hereinafter "Construction Contract"), such buildings will be free from leaks.

4.5 The Architect agrees that budgetary limitations are not a justification for breach of sound principles of architectural and engineering design. The Architect shall take no calculated risks in the design of the work. The Architect agrees that in the event it cannot design the work within the Owner's financial limitations without disregarding sound principles of design or in the event the Architect is requested by any person, agency, or public body to make any changes involving quality or quantity of the work, Architect shall give written notice to the Owner and obtain written direction from the Owner before proceeding.

4.6 The Architect acknowledges and agrees that the Owner does not undertake to approve or pass upon matters of design and that the Owner, therefore, assumes no responsibility for design. The Architect acknowledges and agrees that the review of plans and specifications by the Owner is limited to determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The Owner does not undertake to inquire into the adequacy, fitness, suitability, or correctness of engineering or architectural design. The Architect agrees that no review of plans and specifications by the Owner or by any person, body, or agency shall relieve Architect of the responsibility for the adequacy and correctness of architectural and engineering design and for designing the work in accordance with sound and accepted engineering and architectural principles.

4.7 The Architect shall create and provide to Owner a list of the plans, specifications and other documents constituting the 100% Construction Documents (the "Design Document List"). The Architect shall update the Design Document List and provide such updates to the Owner and the contractor as and when Owner authorized addenda, Change Orders, or other Owner authorized revisions to the Design for Construction are issued. The Architect shall ensure that the Design Document List is at all times accurate, complete and current; taking into account all Owner authorized changes to the Construction Contract.

ARTICLE 5

FINAL PRICE ESTIMATE

Contemporaneously with the submission of the 50% Construction Documents, the Architect shall submit to the Owner in writing its final estimate for constructing the Project. The final estimate for constructing the Project shall be prepared and submitted in accordance with the requirements of paragraphs 3.2 and 3.3 above. Once submitted, the final price estimate shall not be increased or decreased by the Architect unless the Construction Documents are changed upon authorization by the Owner. In such event the final price estimate shall be adjusted by the Architect to reflect any increase or decrease in estimated price resulting from the change in Construction Documents.

ARTICLE 6

EXCEEDING AN ESTABLISHED STATED COST LIMITATION

Prior to the Architect starting the Preliminary Design, the Owner may establish and communicate to the Architect a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the "Stated Cost Limitation"). In the event the Architect's final anticipated price estimate as required by Article 5 exceeds the Stated Cost Limitation, or in the event the lowest bid or guaranteed maximum price or negotiated proposal from a qualified contractor exceeds the Stated Cost Limitation, the Owner may require the Architect, at no cost to the Owner, to consult with the Owner and to revise the Design for Construction so as to obtain a bid price or proposal at or below the Stated Cost Limitation. Absent clear and convincing evidence of gross negligence of the Architect in making its final anticipated price estimate or in designing the Project without regard to the Stated Cost Limitation, providing such revisions shall fulfill the Architect's liability to the Owner in connection with the Stated Cost Limitation.

ARTICLE 7

DUTIES, OBLIGATIONS AND RESPONSIBILITIES AFTER DESIGN

7.1 The Architect shall assist the Owner in obtaining bids or proposals and in tabulating bids and assessing the qualifications of bidders.

7.2 During construction of the Project, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities;

7.2.1 In addition to its duties, obligations and responsibilities set forth in the following paragraphs of this Article 7, the Architect shall have and perform those duties, obligations and responsibilities of the Architect set forth in the Construction Contract. The Architect hereby acknowledges that it has received, reviewed and studied a true and correct unexecuted copy of the form of the Construction Contract and same is herein incorporated by reference. Copies of the Owner's forms of the Construction Contracts are available for review on the Owner's website. Any changes to the form of Construction Contract made by the Owner shall be enforceable under this Contract unless such change is inconsistent with this Contract and the Architect specifically objects to such change, in writing, not later than five (5) days from the Architect's receipt of such change;

7.2.2 The Architect shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of the Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from the Owner to the contractor shall be given to the contractor by the Architect;

7.2.3 Upon receipt, the Architect shall carefully review and examine the contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect may require from the contractor. The purpose of such review and examination shall be to protect the 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 data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is inadequate, the Schedule of Values shall be returned to the contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect 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 Contract Price to the contractor;

7.2.4 The Architect shall inspect the work of the contractor whenever and wherever necessary, including without limitation, within 24 hours of the Owner's request, and shall, at a minimum, inspect work at the Project site no less frequently than once per week. Such inspections shall be performed personally by a principal of the Architect's firm, licensed in the State of Georgia, at least once per month. The Architect shall require its consultants to participate in such inspections and to generate written reports within three (3) business days thereof with respect to their respective disciplines periodically as necessary to protect the Owner. A copy of any such written report shall be provided to Owner within three (3) business days of receipt by Architect. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. While performing such inspections, the Architect shall protect the Owner from deficient or defective work, from unexcused delays in the schedule and from requests for payment which could result in overpayment to the contractor. Within three (3) days of each inspection the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner;

7.2.4.1 In addition to any other inspections required by this Contract, the Architect, through its consultant(s) as applicable, shall timely inspect the installation of the control measures set forth in the Erosion, Sedimentation and Pollution Control Plan in accordance with the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.2 In addition to any other inspections required by this Contract, the Architect, through its consultant(s) as applicable, shall timely perform such inspections as are required by the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.3 The Architect, through its consultant(s) as applicable, shall perform the duties, obligations and responsibilities of the "design professional" under the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit. As used in the immediately preceding sentence, the term "design professional" shall have

the meaning ascribed to it in the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.4.4 Excepting only the preparation of the Erosion, Sedimentation and Pollution Control Plan referred to in paragraph 4.1, the inspections referred to in paragraphs 7.2.4.1 and 7.2.4.2, and the performance of the duties, obligations and responsibilities of the "design professional" referred to in paragraph 7.2.4.3, the Architect shall ensure that the construction contractor provides, satisfies or otherwise complies with all requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit, including, without limitation, all notices, fees, plan implementation, monitoring, sampling, inspections, reports, record keeping, submittals and any other requirements and conditions of the State of Georgia Department of Natural Resources Environmental Protection Division storm water discharge permit;

7.2.5 The Architect shall initially approve periodic and final payments owed to the contractor under the Construction Contract predicated upon inspections of the work as required in paragraph 7.2.4 hereinabove and evaluations of the contractor's rate of progress in light of the remaining Contract Time and shall issue to the Owner Approvals of Payment in such amounts. By issuing an Approval of Payment to the Owner, the Architect reliably informs the Owner that the Architect has made the inspection of the work required by paragraph 7.2.4 above, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the Owner is obligated to make payment to the contractor of the amount approved;

7.2.6 The Architect shall promptly provide appropriate interpretations of the Contract Documents as to not delay the critical path of the project schedule and for the proper execution of the work after receiving a written request for information or other written inquiry from the Owner or the Contractor;

7.2.7 The Architect shall reject in writing any work of the contractor which is not in strict compliance with the Construction Contract unless directed by the Owner, in writing, not to do so;

7.2.8 The Architect shall require inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;

7.2.9 The Architect shall receive and promptly examine, study, and approve, or otherwise respond to, the contractor's shop drawings and other submittals. Approval by the Architect of the contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is in conformance with the Construction Contract;

7.2.10 The Architect shall receive and promptly examine and promptly consult with and advise the Owner concerning requests for Change Orders from the contractor. Upon request by the Owner, the Architect shall draft Change Orders, whether initiated by the Owner, or by the contractor and approved by the Owner, in accordance with the Construction Contract. No change in the Construction Contract, such as the price, the work, or the time for completion, may be made without the written consent of the Owner

7.2.10.1 The Architect may, with the prior approval of the Owner, authorize or direct minor changes in the work which are consistent with the intent of the Construction Contract and do not involve a change in: the price of the Construction Contract; the time

for construction; the Project scope; aesthetics; visual concepts; or approved design elements. Such minor changes shall be issued by written field order.

7.2.10.2 The Architect shall timely administer and manage all Change Order requests and Change Orders, and shall maintain appropriate records relative to Change Orders, including, without limitation, a log of all Change Order requests and proposals, all actions taken thereon, the dates thereof, the estimated and actual amounts of Change Orders;

7.2.10.3 The Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, Change Order requests and Change Orders;

7.2.10.4 The Architect 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, the Architect shall advise Owner in writing as to:

1. the description and nature of the proposed change and by whom the change has been requested;

2. the cause of the proposed change and whether the proposed change is due to error or omission, unforeseen conditions, owner requested change or other cause;

3. the necessity of the proposed change;

4. the purpose of the proposed change;

5. the advantages and disadvantages of the proposed change;

6. the likely cost of the proposed change;

7. the likely effect on the construction schedule of the issuance or non-issuance of the proposed Change Order;

8. all other impacts and problems that may result from the issuance or non-issuance of the proposed Change Order;

9. any reasonable alternatives to the proposed change; and

10. the course of action recommended by the Architect.

7.2.11 The Architect shall require its consultants to participate in inspections of the Project regarding the determination of whether Substantial Completion has been achieved and the determination of whether Final Completion has been achieved, and shall require each consultant to prepare a written listing of those items, if any, yet to be finished, copies of which shall be furnished to the Owner together with the Architect's written listing of items, if any, yet to be finished. Based upon inspections of the Project, the Architect shall certify in writing to the Owner the fact that, and the date upon which, the contractor has achieved Substantial Completion of the Project and the date upon which the contractor has achieved Final Completion of the Project.

If the Project is divided into two or more Phases, each Phase is described in more detail in RFQu Appendix B: Design Review – Minimum Submittal Requirements. In the event the Project is divided into Phases, the Architect shall require its consultants to participate in inspections of each Phase of the Project regarding the determination of whether Substantial Completion has been achieved for such Phase and determination of whether Final Completion for such Phase has been achieved, and shall require each consultant to prepare a written listing of those items, if any, yet to be finished, copies of which shall be furnished to the Owner together with the Architect's written listing of items, if any, yet to be finished. Based upon inspections of the Project, the Architect shall certify in writing to the Owner the fact that, and the date upon which, the contractor has achieved Substantial Completion of each Phase of the Project and the date upon which the contractor has achieved Final Completion of each Phase of the Project.

7.2.12 The Architect shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the contractor;

7.2.13 The Architect shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner, and the Architect shall make available to the Owner any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project;

7.2.14 The Architect shall review any as-built, or record, drawings furnished by the contractor and shall certify to the Owner that same are adequate and complete. The Architect shall update the Final Construction Documents to reflect the as-built or record documents furnished by the contractor. The Architect shall provide the Owner with the updated As-Built Final Construction Documents as per Article 4.2.

7.2.15 The Architect shall be responsible for any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both. The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s), or both, and in any other work or services performed by the Architect or its consultant(s), or both;

7.2.16 It shall be the responsibility of the Architect to utilize its position as Architect to ascertain whether the contractor is performing the Construction Contract in strict compliance with the requirements of the Contract Documents. The Architect promptly shall provide the Owner with written notice in the event that the contractor is not performing the Construction Contract in strict compliance with the requirements of the Contract Documents, with such notice identifying the non-compliant work and recommending a course of action to be taken by the Architect or the Owner, or both; and,

7.2.17 Once site work begins, the Architect shall attend a job site progress meeting at least once every two weeks.

7.3 Prior to the Project being substantially complete, the Architect shall have and perform the following duties, obligations, and responsibilities;

7.3.1 Assemble a furniture bid package and provide copies as needed to the Owner's staff for issuance to vendors. The bid package shall consist of the spreadsheet of all the furniture required for each space, a keyed floor plan labeling the location and quantity of each product, and specifications for each product. The floor plan shall be keyed back to the spreadsheet.

7.3.2 Assist Owner with bid tabulation as needed and coordinate with Owner to ensure timely ordering and delivery of furniture in coordination with the construction schedule.

7.3.3 Assist Owner by tracking the furniture order and periodically providing updates on the status of the order.

7.3.4 Coordinate the furniture delivery with the construction schedule to ensure timely delivery and installation of furniture. Confirm that furniture is installed after all construction activities, including punch list work and ensure the furniture is not damaged by construction activities.

7.3.5 Conduct a Substantial Completion inspection of all furnishings, fixtures and equipment and prepare a punch list. Review project for final acceptance to confirm punch list completion prior to project being turned over the Owner.

7.3.6 During FF&E warranty period the Architect shall review all problems, issues, and/or concerns as they relate to the FF&E phase for one-year duration from Substantial Completion and will follow-up with the vendors, as required, for all remedial actions.

7.3.7 Approve all furniture invoices and submit to Owner for payment.

ARTICLE 8

INDEMNITY

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner from and against all liability, claims, damage, loss, liens, costs and expenses, including without limitation attorneys' fees and litigation expenses, arising out of, or resulting from, the services of the Architect. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Architect, the Architect shall defend such allegations through counsel chosen by the Owner and the Architect shall bear all costs, fees, expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The Architect shall not be required to indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the negligence of the Owner.

ARTICLE 9

SCHEDULE

Time is of the essence in the performance of this Contract. Within the RFQu and now as an integral part of this Contract, the Architect has been provided a detailed schedule for completing the Contract Documents as provided in Articles 3 and 4 of this Contract (See RFQu Appendix G: Owner's Master Schedule). The Design Schedule shall constitute the schedule for performance by the Architect of its duties hereunder, and shall not, except for good cause, be exceeded by the Architect. Not less frequently than monthly (unless the parties otherwise agree in writing) Architect shall update the Design Schedule to show actual progress and provide a copy to the Owner. Should Architect, at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the Owner in writing. In such notice, the Architect shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay.

ARTICLE 10

PERSONNEL AND CONSULTANTS

10.1 The Architect shall assign only qualified personnel to perform any service concerning the Project. The Architect's management, design, and construction administration staff assigned to the Project shall have experience in K-12 school design and construction. The Owner shall have the right, but not the obligation, to interview the management, design, and construction administration staff that will be assigned to this Project. At the time of execution of this Contract, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
W. Valdon Smith -MSSA-PBK	President, Partner-in-Charge
Kenneth M. Moore - MSSA-PBK	Principal, Client Executive
John Kisner - MSSA-PBK	Product Manager
Bayleigh Kempainen - MSSA-PBK	Principal, Project Architect
Lucian Tatum - MSSA-PBK	Production Architect
Brett McIver - MSSA-PBK	Principal, Design Lead
Melissa Turnbaugh - MSSA-PBK	Partner, National Education & Innovation Leader
Turner Burson - MSSA-PBK	Director of Construction, Contract Administration
John Starr - Lord Aeck Sargent	Design Principal
Karen M. Gravel- Lord Aeck Sargent	Historic Preservation Consultant
Josh Andrews - Lord Aeck Sargent	Project Designer
Matt Cherry - Lord Aeck Sargent	Director of Landscape Architecture

So long as the individuals named above remain actively employed or retained by the Architect or its consultants, they shall perform the functions indicated next to their names.

10.2 Owner shall have the right, but not the obligation, to review the consultants being considered for this Project prior to the Architect entering into a subcontract with such consultant. Architect shall not enter into a subcontract with an intended consultant with reference to whom Owner objects in writing. Any objection, lack of objection, or consent by Owner shall in no way relieve Architect of any of its duties or warranties under the Contract. Identified below are the Architect's proposed consultants for the disciplines stated, and such proposed consultants shall not be changed by Architect without the Owner's prior written consent:

Civil:	Jeremiah Phillips, Eberly & Associates
Structural:	J. Mac Willett, Willett Engineering
Mechanical:	Philip Kempainen & Matt Sickorez, MEP – MSSA-PBK
Plumbing:	Philip Kempainen & Matt Sickorez, MEP – MSSA-PBK
Electrical:	Philip Kempainen & Matt Sickorez, MEP – MSSA-PBK
Kitchen Consultant:	James C. Camacho, Camacho Associates, Inc.

All consultants retained by the Architect in connection with the services required by this Contract shall be retained at the Architect's sole cost and expense.

Architect shall coordinate with all appropriate and applicable consultants to schedule review sessions with Owner's representatives as identified in RFQu Appendix B: Design Review – Minimum Submittal Requirements and RFQu Appendix G: Owner's Master Schedule. Architect shall ensure that all meeting participants have allotted at least six (6) hours for such review sessions. Upon completion of a review session, the Architect will incorporate the comments agreed to in the Design Review Meeting prior to the next submittal for review.

ARTICLE 11

PAYMENTS

For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Architect shall be paid as follows:

11.1 The Architect shall be paid for those services required by this Contract the sum of **Three Hundred Fifty Thousand Dollars ($350,000.00)**, allocated in the following manner:

A. **Preliminary Design and Consultation/ Examination Report** $ **N/A**

B. **Schematic Design Phase** $ **N/A**

- Provide three (3) potential schemes
- Provide Schematic Design Drawings per Appendix B
- Provide project specifications per Appendix B
- Provide cost estimate per Appendix B
- Space and functional program appendix B
- Life Cycle Analysis
- Other items identified in Appendix B

C. **Design Development Phase** $ **N/A**

- Provide design development drawings per Appendix B
- Provide project specifications per Appendix B
- Provide detailed cost estimate per Appendix B
- Geotechnical & surveys per Appendix B
- Final life cycle analysis
- Submittal to GaDOE
- Other items identified in Appendix B

D. **Construction Document Phase:**

30% complete CD phase $ **N/A**

- 30% complete drawings
- Detailed project manual
- Detailed cost estimate

80% complete CD phase $ **N/A**

- Construction documents per Appendix B
- Detailed project manual
- Detailed cost estimate
- Fire Marshall review
- Submittal to GA DOE

100% Complete CD Phase $ **N/A**

- Construction documents per Appendix B
- Detailed project manual
- Submittal for permitting
- Fire Marshall review
- Submittal to GA DOE

E. **Sub-consultants** $ **Included in Fee**

F. **FF&E Services** $ **N/A**

G. **Reimbursable Expenses** $ **Included in Fee**

H. **Construction Administration Fee (Minimum of 15% of Fee Required)** $ **N/A**

Total Lump Sum for Druid Hills High School Modernization $ **350,000.00**

11.2 For additional engineering or consultant services actually, reasonably and properly hired by the Architect to perform any such duties, obligations and responsibilities, the Architect shall be reimbursed for the cost actually, reasonably and properly incurred by the Architect for such services.

(a) For the number of hours actually, reasonably and properly expended by Architect's personnel in the performance of such duties, obligations and responsibilities other than those services required by this Contract, please provide your applicable hourly rate below opposite the title/position of such personnel performing such services:

Title/Position	Hourly Rate
Principal:	$ 210 per hour
Director:	$ 155 per hour
Project Architect:	$ 110 per hour
Project Manager:	$ 110 per hour
Project Coordinator:	$ 100 per hour
Interior Designer:	$ 110 per hour
Project Captain:	$ 90 per hour
Technical Staff:	$ 110 per hour
Contract Administrator:	$ 85 per hour
Clerical:	$ 50 per hour
Estimator:	$ 85 per hour
Scheduler:	$ 90 per hour
Designer:	$ 85 per hour

CADD:	$ 65 per hour
Civil Engineer	$ 110 per hour
Junior Civil Engineer	$ 75 per hour
Structural Engineer	$ 115 per hour
Junior Structural Engineer	$ 90 per hour
Mechanical Engineer	$ 117 per hour
Junior Mechanical Engineer	$ 90 per hour
Electrical Engineer	$ 117 per hour
Junior Electrical Engineer	$ 90 per hour
Fire Protection Engineer	$ 115 per hour
Junior Fire Protection Engineer	$ 90 per hour
FF&E Coordinator	$ 80 per hour
Others as appropriate	$ _____ per hour

11.2.1 For the avoidance of doubt, the services required of the Architect by this Contract do not include, unless otherwise amended to the contrary:

(a) flood plain study and delineation;

(b) wetlands study and delineation;

(c) offsite utility system design;

(d) domestic and fire water wells, towers or pressure booster systems design;

(e) civil engineering services, studies, drawings/specifications required for off-site road developments/improvements required by DeKalb County Public Works or Georgia Department of Transportation;

(f) interior design services other than color selections.

11.3 All expenses of the Architect, including but not limited to transportation, long-distance calls, and the actual cost of copying and postage or other reasonable mode of transmission of plans, specifications, and other Project documents, are included in the amount to be paid to the Architect pursuant to Article 11.1 and all such expenses shall be paid by the Architect without reimbursement from the Owner.

11.4 If the Architect's duties, obligations and responsibilities are materially changed through no fault of the Architect after execution of this Contract, compensation due to the Architect shall be equitably adjusted, either upward or downward;

11.5 As a condition precedent for any payment due under this Article 11, the Architect shall submit monthly to Owner, unless otherwise agreed in writing by the Owner, an invoice requesting payment for services properly rendered and expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to paragraphs 11.2 or 11.4 hereinabove, and the person(s) rendering such service. The Architect's invoice shall be in such form and content and shall be accompanied by such supporting documentation or data as the Owner may require. If payment is requested for services rendered by the Architect pursuant to paragraph 11.1 hereinabove, the invoice shall additionally reflect the allocations as provided in said paragraph and shall state the percentage of completion as to each such allocation. Each invoice

shall bear the signature of the Architect, which signature shall constitute the Architect's representation to the Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment shall further constitute the Architect's representation to the Owner that, upon receipt by the Owner of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full;

11.6 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amount previously paid to the Architect, to protect the Owner from loss, or risk of loss, because of any one or more of the following: (i) Services that are defective and not remedied by the Architect nor, in the opinion of the Owner, likely to be remedied by the Architect; (ii) claims, or potential claims, of third parties against the Owner or the Owner's property or third party property; (iii) failure by the Architect to pay subconsultants or others in a prompt or proper fashion; (iv) damage to the Owner or to a third-party to whom the Owner is, or may be, liable; or, (v) "premium costs" incurred by the Owner on account of any errors, omissions, deficiencies, inconsistencies or conflicts in the drawings, specifications or other documents prepared by the Architect or its consultant(s) or both. As used in paragraph 11.6(v), the term "premium costs" means costs that would not have been incurred if such drawings, specifications or other documents had been prepared free of any errors, omissions, deficiencies, inconsistencies or conflicts;

11.7 The Owner shall make payment to the Architect of all sums properly invoiced under the provisions of this Article 11 within thirty (30) days of the Owner's receipt of such invoice.

ARTICLE 12

PROJECT RECORDS

All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Architect or the Architect's consultants, shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Architect and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Architect in its performance under said Contract. The Architect shall maintain and protect these records for no less than ten (10) years after final completion of the Project, or for any longer period of time as may be required by applicable law or good architectural practice.

ARTICLE 13

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

The Owner shall have and perform the following duties, obligations and responsibilities to the Architect:

13.1 The Owner shall provide the Architect with all information requested by Architect and in Owner's possession, including the Owner's Criteria;

13.2 The Owner shall review any documents provided by or through the Architect requiring the Owner's decision, and shall make any required decisions;

13.3 The Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;

13.4 As may be mandated by law or called for by the Construction Contract, the Owner shall, at its own expense, provide for all required tests, inspections, filings, studies or reports (except for those tests, inspections, filings, studies or reports expressly required of the Architect, its consultants, or both, by this Contract);

13.5 In the event the Owner learns of any failure to comply with the Construction Contract by the contractor, or of any errors, omissions or inconsistencies in the work product of the Architect, and in the further event that the Architect does not have notice of same, the Owner shall inform the Architect;

13.6 The Owner shall afford the Architect access to the Project site and to the work as may be reasonably necessary for the Architect to properly perform its services under this Contract;

13.7 The Owner shall perform its duties set forth in this Article 13 in a timely manner;

13.8 Except for documents requiring the Owner's decision as set forth in paragraph 13.2 above, the Owner's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria, as, and if, modified. The review of such documents shall not relieve the Architect of its responsibility for the accuracy, adequacy or coordination of its work product.

ARTICLE 14

APPLICABLE LAW

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

ARTICLE 15

OWNERSHIP OF THE PRELIMINARY DESIGN AND THE CONSTRUCTION DOCUMENTS

The Preliminary Design and the Construction Documents shall become "Instruments of Service" and include all Drawings, Plans, Specifications, and other documents, including those in electronic form, prepared specifically for this Project by the Architect and its consultants. The Architect and its consultants agree and shall be deemed to have prepared their respective Instruments of Service as architectural works as defined in 17 U.S.C. §§ 102(a)(8) and 201(b), thereby transferring and vesting in the Owner, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service and in the buildings, improvements, and structures constituting the Project. The Instruments of Service shall include the Space Plan and Design Concept, if any.

Upon execution of this Agreement, the Architect expressly grants, assigns, transfers, and otherwise quitclaims to the Owner, its successors, and assigns, pursuant to 17 U.S.C. §201(d), all common law, statutory, and other reserved rights, including copyrights in both the Instruments of Service and in the buildings, improvements, and structures embodying the architectural and engineering works that constitute the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums, when due, under this Agreement. The Architect shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Agreement. The Architect warrants (and shall cause each of the Architect's consultants to warrant also) that this transfer of copyright and other rights is valid against the world.

The Architect hereby grants, assigns, transfers, and otherwise quitclaims to the Owner, without reservation, all copyrights to all Project-related documents, models, computer drawings, and other electronic expressions, photographs, and other expression or Instruments of Service produced by the Architect. However, the Architect will retain all rights to any pre-existing intellectual property or standard construction details or conventions contained in the Instruments of Service.

The Owner hereby grants to the Architect a nonexclusive license to reproduce such documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs for the Architect's marketing materials provided that the content of those materials, as to this Project, are approved by the Owner prior to publication. No other Project-related documents may be reproduced for any other purpose without the express written permission of the Owner. The Architect's materials shall not include the Owner's confidential or proprietary information.

ARTICLE 16

SUCCESSORS AND ASSIGNS

The Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 17

NO THIRD PARTY BENEFICIARIES

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

ARTICLE 18

ERRORS AND OMISSIONS INSURANCE

The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after Final Completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

18.1 Within five days after the execution of this Contract the Architect shall file with the Owner and the GaDOE Facility Services Unit a valid Certificate of Insurance showing the Architect is then insured with Professional Liability (Errors and Omissions) Insurance with limits not less than the following:

a. For Projects with a **Stated Cost Limitation** of more than $30,000,000:
i. For the Architect - $3,000,000 per claim and $4,000,000 in aggregate coverage;
ii. For the Architect's subconsultant engineers and architects - $2,000,000 per claim and $3,000,000 in aggregate coverage; and
iii. For other professional subconsultants - $1,000,000 per claim and $2,000,000 in aggregate coverage.

b. For Projects with a **Stated Cost Limitation** of $20,000,000 up to $30,000,000:
i. For the Architect - $2,000,000 per claim and $3,000,000 in aggregate coverage;
ii. For the Architect's subconsultant engineers and architects - $1,000,000 per claim and $2,000,000 in aggregate coverage; and
iii. For other professional subconsultants - $1,000,000 per claim and $1,000,000 in aggregate coverage.

c. For Projects with a **Stated Cost Limitation** of less than $20,000,000:
i. For the Architect - $1,000,000 per claim and $1,000,000 in aggregate coverage;
ii. For the Architect's subconsultant engineers and architects - $1,000,000 per claim and $1,000,000 in aggregate coverage; and
iii. For other professional subconsultants - $1,000,000 per claim and $1,000,000 in aggregate coverage.

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

18.3 The coverage provided herein shall contain an endorsement providing thirty (30) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

ARTICLE 19

OTHER INSURANCE

The Architect shall also maintain insurance in accordance with the requirements of Exhibit C attached hereto and incorporated herein by reference.

ARTICLE 20

TERMINATION

20.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

20.2 This Contract may be terminated by the Owner without cause upon seven (7) days written notice to the Architect. In such event, the Owner shall pay the Architect for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Architect shall promptly submit to the Owner its invoice for final payment which invoice shall comply with the provisions of Article 11.

ARTICLE 21

COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER

21.1 In the event the Owner gives the Architect written notice that Owner will employ the services of a program manager or construction manager, then the terms of this Article 21 shall apply to the services provided by the Architect.

21.2 In the event the Owner gives the Architect written notice that Owner will employ the services of a construction manager, the term "contractor" as used in this Contract shall mean "construction manager" and the term "Construction Contract" as used in this Contract shall mean "Construction Management Contract".

21.3 The Architect shall fully cooperate with the Owner's program manager ("Program Manager") and, if applicable, the construction manager. Such cooperation shall include, without limitation, providing any requested information to the Program Manager and, if applicable, the construction manager, and advising, meeting with, consulting with, and coordinating with the Program Manager and, if applicable, the construction manager.

21.4 The Architect acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Architect agrees to comply with all directions and instructions given by the Program Manager. To the extent that the Program Manager is authorized and responsible for providing certain services delegated to the Architect

hereinabove, the Architect's role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.

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

ARTICLE 22

PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 23

ASBESTOS STATEMENT

The Architect shall sign and deliver to the Owner the Asbestos Statement of Declaration, attached hereto as Exhibit C, or in such other form as may be required by the Georgia Department of Education, at such time as the Owner may require.

ARTICLE 24

MANDATORY ADDENDUM TO THE OWNER/ARCHITECT CONTRACT

Pursuant to the requirements of the Georgia Department of Education, the "Mandatory Addendum to the Owner/Architect Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds" attached hereto as Exhibit B is hereby incorporated herein and made a part hereof.

ARTICLE 25

ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Architect.

ARTICLE 26

MISCELLANEOUS

26.1 Throughout the performance of its duties under this Contract, the Architect shall comply with, and shall provide all services necessary for the Owner to comply with, all laws

applicable to the design of the Project or the administration of the Construction Contract, including without limitation the rules, guidelines, and other requirements of the State of Georgia Environmental Protection Division, the State of Georgia Department of Education and the ordinances and codes of DeKalb County Georgia.

26.2 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

26.3 In addition to, and not in limitation of, the Architect's other obligations under this Contract, the Architect shall, without additional compensation, promptly assist the Owner in resolving any problems arising out of, resulting from or relating to the design of the Project or the materials or equipment specified by the Architect or its consultant(s).

26.4 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: _____
[Signature]

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

By: _____
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

10-4-23
[Date of Execution]

Erick Hofstetter, Chief Operating Officer

ARCHITECT:

Manley-Spangler Smith Architects-PBK Architects, Inc.
[Typed Name]

By: _____
[Signature]

William Valdon Smith, Jr., AIA
[Printed Name, Title]

5019 West Broad Street, Suite M207

Sugar Hill, GA 30518
[Printed Address]

Sept. 11, 2023
[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

Addendum No. 1 Dated May 22, 2023
Attachments:

A. A/E Services for Druid Hill High School Modernization.
Mandatory Pre-Submittal Conference Meeting Minutes (2 Pages)

B. A/E Services for Druid Hill High School Modernization.
Mandatory Pre-Submittal Conference Sign-In Sheet (4 Pages)

Addendum No. 2 Dated June 5, 2023
Attachments:

A. A/E Services for Druid Hill High School Modernization.
Conflict of Interest Disclosure Affidavit- Attachment E (2 pages)

B. A/E Services for Druid Hill High School Modernization.
RFC No. 1 (1 page)

EXHIBIT "B"

Mandatory Addendum to the Owner/Architect Contract For Projects Funded in Whole or in Part with State Capital Outlay Funds

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

1. For purposes of this Mandatory Addendum, notwithstanding terminology used in the Owner/Architect Contract, the following terms are defined to mean:
    a. "Architect" shall be the architect, engineer, or architect/engineer, whether individually or as a firm or other legal entity, engaged to perform the Architect's Services.
    b. "Architect's Services" shall be the scope of the Architect's services for the Project set forth in the Contract, including the services and requirements set forth in this Mandatory Addendum.
    c. "Owner" shall be the Local Board of Education that is engaging the Architect to perform the Architect's Services for the Project.
    d. "Contract" shall be the form of agreement between the Owner and the Architect, to which this Mandatory Addendum is attached and is a part, and shall set forth the Architect's Services for the Project.
    e. "Project" shall be the Project for which the Architect's Services are engaged and performed pursuant to the Contract.
    f. "Program" shall be the Owner's policies, purposes, concepts, goals and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project.
    g. "Stated Cost Limitation" shall be the maximum amount that the Owner is authorized to spend to construct the Project as determined and established by the Owner.
    h. "Record Plans and Specifications" shall be the as-built plans and specifications including, but not limited to, actual location of utility lines, and any approved change orders.

2. The Architect agrees not to assign or transfer any interest or rights in the Contract to any person or entity without the advanced written consent of the Owner. The Architect agrees to utilize the design and management team represented to the Owner and agrees that no substitutions, additions, or deletions to this team shall occur without the advanced written consent of the Owner. The Owner agrees to provide a response to the Architect within 14 days of any such request by the Architect.

3. Prior to beginning the "Preliminary Plans and Specifications," the Architect shall first consult in detail with the Owner to determine and understand the Owner's Program. Within 10 days of such consultation, the Architect shall prepare and submit to the Owner a written report detailing and confirming the Architect's understanding of the Owner's Program. The Architect's report must include, but is not limited to, the identification of any design, construction, scheduling, budgetary, operational, or other issues, problems or impediments foreseen by the Architect concerning the Project, the Program, or both. The Architect's report should include proposed solutions or recommendations, for the Owner's consideration, to resolve, eliminate, minimize or mitigate any such issues, problems or impediments. The Architect's report shall also include any applicable educational specifications and GaDOE requirements.

4. The Architect shall obtain written authorization from the Owner before proceeding with each next stage of Architect's Services, including the "Preliminary Plans and Specifications," the "Check Set Plans and Specifications," and the "Final Plans and Specifications," as defined in "Guidelines for Submission of Documents for Review of Planning, Bidding, and Construction of Educational Facilities" (as may be amended from time to time, always using the most recently published edition).

5. The Architect agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project. The Architect also agrees to comply with all applicable GaDOE rules and guidelines and to make required submittals in a timely manner to GaDOE's Facility Services Unit. The Architect shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Program.

6. The Architect assumes full responsibility to the Owner for the acts and omissions of the Architect and the Architect's consultants, subconsultants and employees in connection with the Contract, the Project and the Program.

7. The Architect agrees to design the Project within the Owner's budgetary limits and consistent with the Owner's Program for the construction of the Project which shall be referred to as the **Stated Cost Limitation**, as follows:

   The **Stated Cost Limitation** for the Project shall be $____**N/A**____, which is composed of:

   State Capital Outlay Funds in the amount of $_____, and

   Required Local Funds in the amount of $_____, and

   Additional Required Local Funds in the amount of $_____.

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

9. In the event the Architect's final project cost estimate (at Check Set Plans and Specifications stage) exceeds the **Stated Cost Limitation** for the Project, the Owner may

require the Architect, at no additional cost to the Owner, to consult with the Owner and to revise the design so as to enable the Owner to obtain a final cost for the Project at or below the **Stated Cost Limitation**. The Architect acknowledges and agrees that the **Stated Cost Limitation** shall not be exceeded except as provided herein; provided, however, the Architect further acknowledges and agrees that budgetary limitations are never a justification for breach, disregard or circumvention of sound principles of architectural and engineering design. Therefore, the Architect shall take no calculated risks in the design of the Project. The Architect agrees that, in the event that the Architect determines that the Project cannot be designed so as to be fully and finally constructed within the **Stated Cost Limitation** and in keeping with sound principles of design, the Architect will give written notice of such determination immediately, and in no event more than seven (7) days after the Architect makes such a determination, to the Owner and to the GaDOE Facilities Services Unit.

10. The **Stated Cost Limitation** may be amended by written mutual agreement signed by the Owner and the Architect at any time after the Contract between the Architect and Owner is executed. Prior to such amendment, the Architect shall provide the Owner with reliable and verifiable evidence through either internal-Architect estimates, third party estimates, materials supplier quotes, or other industry best management practices standards to establish that an increase in the **Stated Cost Limitation** is warranted and justifiable. The Owner reserves the right to request additional supporting documentation substantiating the need to increase the **Stated Cost Limitation.** The Owner reserves and has the right, in its sole discretion, to refuse to increase the **Stated Cost Limitation**.

11. All plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract by the Architect, or the Architect's consultants, subconsultants, or employees shall be the sole property of the Owner regardless of the stage in which the development of the design has progressed, and shall be delivered to the Owner upon request. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract.

12. The Architect shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after execution by the Architect of the "Certificate of Final Completion" indicating final completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

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

    a. For Projects with a **Stated Cost Limitation** of more than $30,000,000:
       i. For the Architect - $3,000,000 per claim and $4,000,000 in aggregate coverage;
       ii. For the Architect's subconsultant engineers and architects - $2,000,000 per claim and $3,000,000 in aggregate coverage; and
       iii. For other professional subconsultants - $1,000,000 per claim and $2,000,000 in aggregate coverage.

b. For Projects with a **Stated Cost Limitation** of $20,000,000 up to $30,000,000:
i. For the Architect - $2,000,000 per claim and $3,000,000 in aggregate coverage;
ii. For the Architect's subconsultant engineers and architects - $1,000,000 per claim and $2,000,000 in aggregate coverage; and
iii. For other professional subconsultants - $1,000,000 per claim and $1,000,000 in aggregate coverage.

c. For Projects with a **Stated Cost Limitation** of less than $20,000,000:
i. For the Architect - $1,000,000 per claim and $1,000,000 in aggregate coverage;
ii. For the Architect's subconsultant engineers and architects - $1,000,000 per claim and $1,000,000 in aggregate coverage; and
iii. For other professional subconsultants - $1,000,000 per claim and $1,000,000 in aggregate coverage.

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

13. The Architect shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, **at a minimum, inspect work at the Project site Druid Hills High School Modernization**, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed by an architect or engineer licensed in the State of Georgia. The purpose of such inspections, among other things, shall be to determine the quality and quantity of the work in comparison with the requirements of the contract documents for the Project. In performing such inspections, the Architect shall advise the Owner of: deficient or defective work; real or potential delays in the schedule or the work of the Project; and, requests for payment by the Contractor which could constitute overpayment for work not yet performed or completed. Within three (3) days of each site visit, the Architect shall submit a written report of such site visit which, in addition to the information required by the preceding sentence, shall include and convey any relevant information, comments or recommendations to the Owner.

14. The Architect shall provide Owner a set of "Record Plans and Specifications" within thirty (30) days after execution by the Architect of the "Certificate of Substantial Completion." Such "Record Plans and Specifications" shall include any authorized change orders, actual locations of all utility lines, and any other appropriate information. The drawings shall be presented in a Computer Aided Drafting (CAD) format or other format of the Owner's choice, and the specifications shall be presented in a word processing format of the Owner's choice.

15. The Contract executed between the Owner and the Architect, to which this Mandatory Addendum is a part, shall include a provision for the termination of the Architect's Services (or be deemed to include this Paragraph 15) giving the Owner the rights of (1) termination of the Architect's Services with cause and (2) termination of the Architect's Services without cause. In the event of termination, the Owner shall pay the Architect for the reasonable value of the Architect's Services performed by the Architect prior to the termination. Payment for the Architect's Services rendered prior to termination shall be

based on statements properly submitted by the Architect to the Owner and supported by time sheets, invoices and such other supporting documentation that the Owner may reasonably require; provided, however, that in no event shall the total payment to the Architect exceed an amount equal to the percentage of completion of the Architect's Services for the Project at the time of termination.

16. The Architect shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of Education, 1670 Twin Towers East, 205 Jesse Hill Jr. Drive, SE, Atlanta, Georgia 30334. At the close of the Project, the Architect shall submit an "**Architectural Certification"** form, as provided by the GaDOE, to the Owner. Unless the Architect's services are terminated by the Owner before final completion of the Project, the completion and submittal of this form is required prior to the Owner's release of the final payment to the Architect.

17. All architectural plans and specifications shall bear the signature and seal of the Architect, which shall be licensed to practice in the State of Georgia. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, who shall be licensed to practice in the State of Georgia.

18. A fully executed copy of the Contract between the Owner and the Architect, including a completed copy of this Mandatory Addendum, must be filed with the GaDOE Facilities Services Unit.

OWNER

_____
Chairperson, Local Board of Education

Date: _____

_____
Superintendent, Local Board of Education

Date: _____

ARCHITECT

_____
Firm: Manley-Spangler Smith Architects- PBK

Date: Sept. 11, 2023

EXHIBIT "C"
OTHER INSURANCE

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

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

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

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

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

1.1.4 Professional Liability (Errors and Omissions); as per Article 18.

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

1.1.6 The Owner and the Architect waive all rights against (1) each other and any of their subcontractors, subconsultants, agents and employees, each of the other, and (2) the Contractor, the Contractor subcontractors, if any, and any of their subcontractors, sub-contractors, agents and employees, for damages caused by fire or other causes of loss to the extent fully covered by property insurance obtained pursuant to Paragraph (9) above or other property insurance applicable to Work, except such rights as they have to proceeds of such insurance held by the Architect as fiduciary.

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

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

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

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

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

1.3 In the event that the Architect elects to retain subcontractors or subconsultants and the Owner approves said retention, the Architect shall require all such subcontractors and subconsultants to comply with the insurance and notice requirements of this Exhibit C, including but not limited to (a) maintaining the types and amounts of insurance described in Article 18 and this Exhibit C; and (b) having the DeKalb County Board of Education and DeKalb County School District named as additional insureds on all such insurance pursuant to Section 1.2 of this Exhibit C. The Architect assumes all liability for its subcontractors' and subconsultants' failure to comply with insurance provisions of this Exhibit C.

EXHIBIT "D"

ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)

In compliance with AHERA Part 763 "Asbestos", Subpart E "Asbestos Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a) (7), I _____
(Architect)

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

Located in DeKalb County School District, _____
(School System Name) **(State Project Number)**

certify that to the best of my knowledge no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document, nor was any ACBM building material installed on this project.

_____
(Architectural Firm)

_____
(Signature of Architect)

_____
(Date)

_____
(Georgia Architectural License Number)

_____
(Seal and Signature)

EXHIBIT "E"

ARCHITECT'S PROPOSAL

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA008279
William Valdon Smith Jr

Manley Spangler Smith Architects
525 East Taylor Street
Griffin GA 30223

Registered Architect

EXP DATE - 06/30/2023 Status: Active
Issue Date: 02/03/1994

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

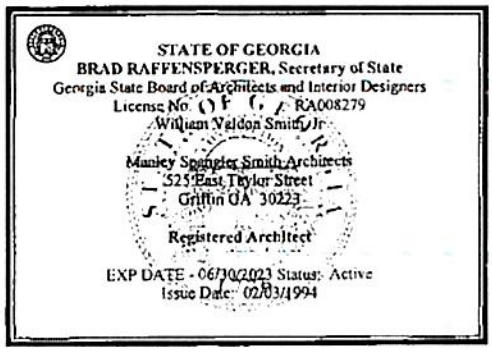
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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

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

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

William Valdon Smith, Jr
Manley Spangler Smith Architects
525 East Taylor Street
Griffin GA 30223



Certificate Must Be Publicly Displayed As Required by Law

CITY OF SUGAR HILL, GEORGIA

OCCUPATION TAX/BUSINESS LICENSE

License Number	2023005
Name of Business	MSSA-PBK
Business Address	5019 West Broad Street Suite M207 Sugar Hill, GA 30518
Tax As	A051-ARCHITECTURAL ENGINEERING SERVICES
Tax Class	3
This License Tax Receipt Exp	01/31/2024
Date Issued	01/06/2023

The City of Sugar Hill City Clerk shall have the right to suspend any license issued under the ordinance of the City of Sugar Hill, whenever a person, firm, or corporation doing business shall deviate from the normal operation for which the license was purchased or fails in performance to meet the required regulations and code as set forth by the municipality issuing this license, by the Sugar Hill Building Inspection Department, Gwinnett County Police/Fire/Health Department, or violate any law or ordinance of the United States, the State of Georgia, or the County of Gwinnett in pursuant to such business conducted under such license tax, or when it shall be proven before the City Clerk's office that there is a violation of a nuisance law, or when the health, morals, interests, and convenience of the public demand the suspension of such license.

CITY CLERK/COLLECTOR

License is NOT Transferable

TEXAS Board of Architectural Examiners
Architects • Landscape Architects • Registered Interior Designers

THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Certifies that

PBK ARCHITECTS, INC.
DBA: PBK

is duly registered and authorized in accordance with all rules and regulations of the State of Texas

in testimony whereof this certificate has been issued by the authority of this Board

Registration No. BR 1608

Renewal of this registration is due on November 30, 2023

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc
2618 Broadway St
Pearland TX 77581

CONTACT NAME:
PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: LM Insurance Corporation	33600
INSURER C: Liberty Mutual Fire Insurance Company	23035
INSURER D:	
INSURER E:	
INSURER F:	

INSURED PBKARCH-01
PBK Architects, Inc.; MSSA-PBK
Attn: Accounts Payable
11 Greenway Plaza, Suite 2210
Houston TX 77046-1104

COVERAGES **CERTIFICATE NUMBER:** 1273123789 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			TB5-Z91-472898-022	4/25/2022	4/25/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
C	AUTOMOBILE LIABILITY			AS2-Z91-472898-032	4/25/2022	4/25/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TH7-Z91-472898-052	4/25/2022	4/25/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC5-Z91-472898-012	4/25/2022	4/25/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (N) N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Claims Made Form			AEH591912035	8/1/2022	8/1/2023	Each Claim Aggregate	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

See Attached

CERTIFICATE HOLDER

DeKalb County Board of Education
Operations Division
Sam A. Moss Service Center
1780 Montreal Road
Tucker GA 30084-6705

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PBKARCH-01

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, Inc.	PBK Architects, Inc.; MSSA-PBK Attn: Accounts Payable 11 Greenway Plaza, Suite 2210 Houston TX 77046-1104
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Auto liability is primary & non-contributory as respects the insured's owned & covered vehicles.

The umbrella is follow form and does not include the professional liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status. Location: All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER: TBD 791-472[illegible]-013

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations who are required to be added as additional insureds on the basis set forth in a written contract or agreement between you and such person or organization, executed on or after the beginning of the "policy period" and prior to the "occurrence" or otherwise effective, provided the additional insured's liability arises out of your work.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Policy Number TB5-Z91-472898-022
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT FOR ALL PROJECTS AND LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":

1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".

4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.

5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.

6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

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1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".

F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: $ 20,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number AS2-Z91-472898-032
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

1. The 90th day after you acquire or form the organization; or

2. The end of the policy period.

whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

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II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents, or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

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IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices

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(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

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(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business.

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1. The most we will pay for coverage afforded by this endorsement is the lesser of

   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or

   b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph **A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto".

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto", or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

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a. Any "auto" owned by that individual or by any member of his or her household; or

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or

2. $30 per day with a maximum of $900 in any one period.

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D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4.** Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule.

   a. For reasons of non-payment, the greater of:

      (1) 10 days; or

      (2) The number of days specified in any other Cancellation Condition attached to this policy; or

   b. For reasons other than non-payment, the greater of:

      (1) 60 days;

      (2) The number of days shown in the Cancellation and Non-renewal Schedule; or

      (3) The number of days specified in any other Cancellation Condition attached to this policy;

   prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and

2. Any:

   a. Overdue lease/loan payments at the time of the "loss";

   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   c. Security deposits not returned by the lessor;

   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

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e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Policy Number TB5-Z91-472898-022
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Company	Per Schedule On File With The Company	Per Schedule On File With The Company

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-012 Effective Date Premium $

Issued to PBK Architects, Inc. Endorsement No.

WC 42 03 04 B
Ed. 06/01/2014

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TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 60

2. Notice will be mailed to: Per schedule on file with company

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-012 Effective Date Premium $

Issued to PBK Architects, Inc. Endorsement No.

WC 42 06 01
Ed. 07/01/1984

4.3 1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State.

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

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

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

CERTIFICATE OF AMENDMENT

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

MANLEY SPANGLER SMITH ARCHITECTS, A PROFESSIONAL CORPORATION
A PROFESSIONAL CORPORATION

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

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

Cathy Cox
Secretary of State

4.3 COMPLIANCE INFORMATION

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

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



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
LICENSE NO RA010891
Lucian Lafayette Talbin, III

525 East Taylor Street
Griffin GA 30224

Registered Architect

EXP DATE - 06/30/2023 Status: Active
Issue Date: 07/01/2013



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
gia State Board of Architects and Interior Designers
LICENSE NO RA017094
John L Kisner, II

970 Emory Pare Way
Decatur GA 30033

Registered Architect

EXP DATE - 06/30/2023 Status: Active
Issue Date: 03/22/2023



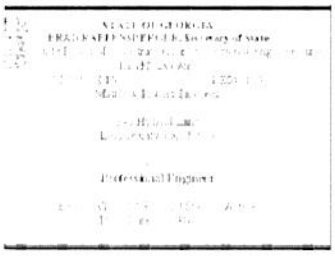
STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and Land Surveyors
LICENSE NO. PE039087
Jeremiah Cason Phillips

171 Haya Pond Road
Mansfield GA 30055

Professional Engineer

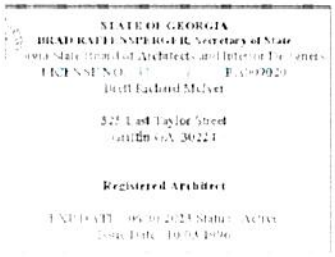
EXP DATE - 12/31/2023 Status: Active
Issue Date: 07/31/2014











PBK makes every effort to translate campus needs into appropriate learning environments. They have worked diligently to manage projects within budgets and also deliver them completed on schedule.

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Qualifications (RFQu) No. 23-752-016** for Project No. 409-36; **Professional A/E Services for Druid Hills High School Modernization** 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.

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

Other Requirements:	Include with Proposal	Check Box to Confirm
Copy of Business License and Certificates	YES	☒
Certificate of Insurance	YES	☒

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

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

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST

Name of Architect/Engineer: Valcon Smith, Jr

Signature: [signature] Printed Name: Valcon Smith, Jr

Title: Managing Partner-Georgia Date: June 8, 2023

Sworn to and subscribed before me this 8th day of June, 2023.

Notary Public: Samantha Shockley My commission expires: 1/31/26

(SEAL)

SAMANTHA SHOCKLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA My Commission Expires 01-03-2026

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

ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF Georgia
COUNTY OF Spalding

I, Chris Cunico, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Valdon Smith, Jr who signed said proposal on behalf of the offeror was then Managing Partner-Georgia of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of Georgia.

[signature]

Chris Cunico
[typed name]

Subscribed and sworn to
before me this 8th day of
June, 2023.

(SEAL)

SAMANTHA SHOCKLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA My Commission Expires 01-03-2026

Notary Public

My Commission Expires:
01/03/2026

DeKalb County School District

ATTACHMENT C: DESIGN FEE PROPOSAL FORM

Project Name A/E Services for Druid Hills High School Modernization

RFQu No.: 23-752-016
Project No.: 409-36
RFQu Due Date: June 8, 2023

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

Board of Education

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

Vallon Smith, Jr.
[legal name of Architect]

521 East Taylor Street
Griffin, Georgia 30223
[address of Architect]

770 227 9473
[telephone number of Architect]

vallon.smith@mossr.pbk.com
[email address of Architect]

having carefully examined the site of the Project and the Owner's Criteria, and having carefully examined the proposed Standard Form of Contract for Architectural Services (State Capital Outlay Projects) between the DeKalb County Board of Education and the Architect (Appendix I and the Owner's standard forms and other documents included in the Request for Qualifications and any Addenda thereto for DCSD Project Nos. 409-36 A/E Services for Druid Hills High School Modernization proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner in the exact form provided in the Request for Qualifications and to perform the Design Services and Work in conformance with the Contract Documents, in the time stated therein, for the Contract Price set forth below and submits the following proposed compensations and fees and other matters set forth below:

a. DCSD has determined that the maximum stipulated fee the Architect will receive for this project scope will be $350,000.00. This fee is all inclusive and incorporates all reimbursable expenses for this project.

b. The Proposed Design Fee will NOT be considered for the Selection Criteria.

c. Below provide your proposed breakdown of the stated fee per the requirements of the Agreement and the Design Review- Minimal Submittal Requirements (Appendix B) with the milestones provided for Project No. 409-36:

A. **Preliminary Design and Consultation/ Examination Report**	$ N/A
B. **Schematic Design Phase** • Provide three (3) potential schemes • Provide schematic design drawings per Appendix B • Provide project specifications per Appendix B • Provide cost estimate per Appendix B • Space and functional program Appendix B • Life cycle analysis • Other items identified in Appendix B	$ N/A
C. **Design Development Phase** • Provide design development drawings per Appendix B • Provide project specifications per Appendix B • Provide detailed cost estimate per Appendix B • Geotechnical & surveys per Appendix B • Final life cycle analysis • Submittal to GaDOE • Other items identified in Appendix B	$ N/A
D. **Construction Document Phase:** **30% Complete CD phase** • 30% complete drawings • Detailed project manual • Detailed cost estimate	$ N/A
80% Complete CD Phase • Construction documents per Appendix B • Detailed project manual • Detailed cost estimate • Fire Marshal review • Submittal to GaDOE	$ N/A
100% Complete CD Phase • Construction documents per Appendix B • Detailed project manual • Submittal for permitting • Fire Marshal review • Submittal to GaDOE	$ N/A
E. **Sub-Consultants**	$ Included in Fee
F. **FF&E Services**	$ N/A
G. **Reimbursable Expenses**	$ Included in Fee
H. **Construction Administration Fee (Minimum of 15% of Fee Required)**	$ N/A
TOTAL LUMP SUM	$ $350,000.00

d. The hourly rates as required in Section 11.2. of the Agreement (Appendix H) in the following manner are indicated below. (These hourly rates will be added to the contract for this project):

Title/Position	Hourly Rate
Principal:	$ 210 per hour
Director:	$ 155 per hour
Project Architect:	$ 110 per hour
Project Manager:	$ 110 per hour
Project Coordinator:	$ 100 per hour
Interior Designer:	$ 110 per hour
Project Captain:	$ 90 per hour
Technical Staff:	$ 110 per hour
Contract Administrator:	$ 85 per hour
Clerical:	$ 50 per hour
Estimator:	$ 85 per hour
Scheduler:	$ 90 per hour
Designer:	$ 85 per hour
CADD:	$ 65 per hour
Civil Engineer	$ 110 per hour
Junior Civil Engineer	$ 75 per hour
Structural Engineer	$ 115 per hour
Junior Structural Engineer	$ 90 per hour
Mechanical Engineer	$ 117 per hour
Junior Mechanical Engineer	$ 90 per hour
Electrical Engineer	$ 117 per hour
Junior Electrical Engineer	$ 90 per hour
Fire Protection Engineer	$ 115 per hour
Junior Fire Protection Engineer	$ 90 per hour
FF&E Coordinator	$ 80 per hour
Others as appropriate	$_____ per hour

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

1: May 22, 2023 ; 2: June 5, 2023

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

g. The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.

h. The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within three (3) business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.

i. The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Notice to Proceed from the Owner.

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

(1) Architect has read and understands the Proposal Documents and the Proposal is made in accordance therewith;

(2) Architect has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Design Services or the Work for which the Proposal is submitted;

(3) Architect has visited, examined and inspected the site of the Project, obtained first-hand knowledge of existing conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work to be done under the Contract, and become thoroughly familiar with all conditions under which the Work is to be performed and has correlated all the Architect's personal observations and any other facts or conditions that are known to or reasonably knowable by the Architect with the requirements of the Proposal Documents, including without limitation the proposed Contract Documents;

(4) the Proposal is based upon furnishing all of the Design Services and the Work, and other things required by the Proposal Documents; and

(5) all facts stated in the Proposal are true and correct.

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

Respectfully submitted,

Valdon Smith, Jr.
[typed name of Architect]

By: _____ [seal]
[signature]

Valdon Smith, Jr, Managing Partner-Georgia
[typed name and title]

525 East Taylor Street, Griffin, Georgia 30223
[address of Architect]

(770) 227-5473
[business telephone number]

June 8, 2023
[date of execution]

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

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

STATE OF Georgia

COUNTY OF Spalding

COMES NOW, MSSA-PBK ("Offeror"),
[Name of Offeror]

appearing by and through Valdon Smith, Jr, its Managing Partner-Georgia
[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)]

Dan Boggio, Roy Montalbano, Richard Chi, Eric Smith, Chris Cunico, Alan Stilts, Bob Lavey, Brandon Ross, Cliff Whittingstall, Darrell Pearson, Greg Prince, Gilbert Baez, Ian Powell, Jim Dicamillo, Jorge Tiscareno, Juan Lopez, Kelly Needham, Lorin Pargoud, Manny Torres, Mark Graham, Max Medina, Melissa Turnbaugh, Michael Hessert, Rick Blan, Ron Bailey, Scott Adams, and Jason Mooney

(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 A/E Services for Druid Hills High School Modernization (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 8th day of June, 2023

HSSA-PBK

[insert name of Offeror]

and

[illegible]

[insert name of Individual And Representative Affiant]

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

[illegible]

[insert title]

Individual Affiants' signatures and names:

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x Mammy Torres
Name: Mammy Torres

x [signature]
Name: [illegible]

x [signature]
Name: Mark Perkins

x [signature]
Name: Rick Dean

x [signature]
Name: Michael Lessert

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

x [signature]
Name: [illegible]

Sworn to and subscribed before me this 8th day of June, 2023

Notary Public: Samantha Shockley My commission expires: 01/03/2026

(SEAL)

SAMANTHA SHOCKLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA My Commission Expires 01-03-2026

Individual Affiants' signatures and names:

x _____
Name: Scott Adams

x _____
Name: Brandon Ross

x _____
Name: Bob Lavey

x _____
Name: Jim DiCamillo

x _____
Name: Kelley Needham

x _____
Name: Max Medina

x _____
Name: Lourin Pagoura

x _____
Name: Jorge Tuscareno

x _____
Name: Juan Lopez

x _____
Name: Darrell Pearson

x _____
Name: Jason Mooney

x _____
Name:

Sworn to and subscribed before me this 9th day of June, 2023

Notary Public Samantha Shockley My commission expires: 01/03/2026

(SEAL)

SAMANTHA SHOCKLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA My Commission Expires 01-03-2026

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Valdon Smith, Jr am the (*Title*) Managing Partner-Georgia and I am the duly authorized representative of the firm of (*Firm Name*) MSSA-PBK (the "Firm") for purposes of this Affidavit, whose address is (*Firm Address*) 525 East Taylor Street Griffin, Georgia 30223, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

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

Firm Representative	Owner Representative	Relation

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

   EXCEPTIONS *(fully disclose and completely explain)*

[Continued on Next Page]

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

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: Valdon Smith, Jr.

Firm Name: MSSA PBK

Date: June 8, 2023

Sworn to and described before me this 8th day of June 2023

Personally known: ✓

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Georgia

My Commission Expires 01.03.2026

Affix Notary Seal Here:

SAMANTHA SHOCKLEY
NOTARY PUBLIC
SPALDING COUNTY, GEORGIA
My Commission Expires 01-03-2026

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 1 day of June 2023.

MSSA-PBK

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

By: _____

Printed name: Vaughn Smith Jr

Printed Title: Managing Partner Georgia

ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

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

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

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

(a) VS _____ ***(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) VS ___ ***(Initial here)*** Offeror/Bidder will not employ or contract with any subcontrator 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 regulatons issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) VS ___ ***(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) VS ***(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.

Signature

06/02/2023
Date

190399
EEV/Basic Pilot Program
User Identification Number

2/13/2009
Date of Authorization

Firm Name: MSSA-PBK

Street/Mailing Address: 525 East Taylor Street

City, State, Zip Code: Griffin, Georgia 30223

Telephone Number: 770-227-5473

Email Address: valdon.smith@mssa-pbk.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF June, 2023

Samantha Shockley
Notary Public

SAMANTHA SHOCKLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA My Commission Expires 01-03-2026

My Commission Expires: 01/03/2026



MSSA-PBK + LORD AECK SARGENT

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

DRUID HILLS HIGH SCHOOL MODERNIZATION ▪ JUNE 8, 2023

MSSA-PBK.com
LORDAECKSARGENT.com

JUNE 8, 2023

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

MSSA-PBK

+

LORD AECK SARGENT

RE: DEKALB COUNTY SCHOOL DISTRICT (RFQU 23-752-016), DRUID HILLS HIGH SCHOOL MODERNIZATION

Dear Ms. Arlene-Myrick and Selection Committee:

On behalf of our entire team, we appreciate your consideration of our qualifications to provide professional architectural and engineering services for the Druid Hills High School Modernization for Dekalb County School District. Manley Spangler Smith Architects (MSSA) and PBK Architects (MSSA-PBK) are pleased to continue showcasing our K-12 sector expertise in the Dekalb County community, as well as throughout the state of Georgia. With over 800+ professionals across 25 office locations, we embrace a truly unique business culture which prioritizes customer service and transforms our educational clients' needs and visions into groundbreaking architecture, resulting in functional and inspirational environments for generations to come.

As of September 2022, MSSA-PBK merged, making us the #1 K-12 architecture firm in the nation. Our team offers unmatched expertise with a national portfolio of over 105 completed high school projects and proven knowledge of best practices for next-generation learning solutions. We have over 70 years of experience and in that time have received over 450 educational planning and design awards. As a full-service, multi-disciplinary planning and design firm, our team will work relentlessly to support your mission "to ensure student success, leading to higher education, work, and life-long learning."

For Druid Hills High School, we have added Lord Aeck Sargent (LAS) as a collaborative partner to provide the best expertise for your project. LAS brings deep experience with the adaptation of historic buildings for educational institutions and with thoughtful, appropriate additions to historic structures. Over more than 70 years of practice, LAS has earned more than 350 educational design awards and is focused on creating buildings that have a restorative, positive impact on the building's inhabitants and a regenerative impact on the environment.

Our team thrives on implementing effective, functional solutions for each client's unique demographics and programs, and we are committed to providing architectural design services that fit DCSD's unique vision, culture, and organizational requirements. We are highly committed to this pursuit and intend to build upon our strong partnership with Dekalb County School District (DCSD). We have completed over 115 projects in North Central Georgia for local school districts in the last five years including two projects with your district, so we know your community as well as the surrounding regions.

Again, thank you for this opportunity. It is an honor to be considered. Our team is ready and eager to work with you and look forward to hearing about next steps. Please do not hesitate to contact me at 770-227-5473 if you need any additional information.

Respectfully,

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

MSSA PBK + LORD AECK SARGENT

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COMPLIANCE INFORMATION

MSSA PBK + LORD AECK SARGENT

Professional History

MSSA PBK

MSSA-PBK: PRIME ARCHITECT

MSSA-PBK is the #1 K-12 architecture firm in the nation and has grown to operate 25 full-service offices throughout the nation, including our offices located in Griffin and Sugar Hill. Home to over 800 planning and design professionals firm-wide, with 28 here in Georgia, MSSA-PBK provides professional planning and design services for more than 1,000 educational clients and has established a strong reputation for its unique approach to performance-based design and highly responsive customer service.

MSSA-PBK's #1 market sector is educational planning and design. We have been assisting school districts for over 70 years. This team structure undoubtedly provides DCSD with a comprehensive team, showcasing statewide knowledge of local codes, conditions, and costs, as well as nationally-acclaimed, award-winning planning, design, and curriculum-responsive programming. With national experience and knowledge of best practices for next-generation learning solutions, the PBK family of companies offers comprehensive in-house services that provide an additional level of manpower, expertise and quality control that complements our selected local sub-consultants.

LORD AECK SARGENT

LORD AECK SARGENT: EXTERIOR DESIGN ARCHITECT & HISTORICAL PRESERVATION

Lord Aeck Sargent (LAS) is a full-service, award-winning architectural and design firm with more than 2,000 projects completed. LAS' six offices and eight practice areas are focused on their common mission of providing responsive design, technological expertise and exceptional service in order to provide clients with the best possible facilities and places that will serve them well into the future. The LAS portfolio includes museums, arts centers, multifamily housing and mixed-use projects, government buildings, laboratories, corporate headquarters, education and conference facilities, and downtown and neighborhood plans. Our services range from master planning and programming to design, construction administration, and facility management support.

At LAS, our goal is to create buildings that have a restorative, positive impact on the building's inhabitants and a regenerative impact on the environment. We have practiced sustainability since the early 1990s and believe in using an analytical approach to optimizing building performance.

FIRM NAME
Manley Spangler Smith Architects-PBK

DATE OF ESTABLISHMENT
December 1949

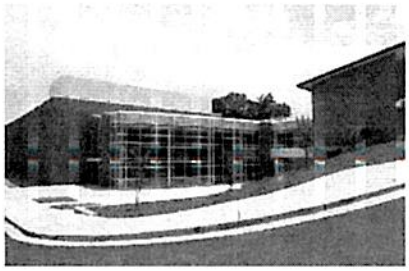
TYPE OF ORGANIZATION
Corporation

NUMBER OF EMPLOYEES
28 Local Employees

GEORGIA OFFICE LOCATIONS
Griffin, Georgia
Sugar Hill, Georgia



Veterans Memorial High School ■
Corpus Christi Independent School District









Lakeside High School ▪
Dekalb County School District

NAME OF OWNERS/OFFICERS/PRINCIPALS IN CHARGE

Alan Stilts, AIA, LEED AP, Partner
Bob Lavey, AIA, Managing Partner
Brandon Ross, Partner
Chris Cunico, Co-CEO
Cliff Whittingstall, AIA, Partner, Director of HIED
Dan Boggio, AIA, Executive Chairman
Darrell Pearson, Partner
Eric Smith, AIA, Partner, Co-CEO
Greg Prince, AIA, NCARB, Partner
Gilbert Baez, Partner
Ian Powell, AIA, Managing Partner
Jason Mooney, AIA, Partner
Jim DiCamillo, Partner
Jorge Tiscareno, Partner
Juan Lopez, Partner
Kelley Needham, Partner
Lorin Pargoud, Partner
Manny Torres, Partner
Mark Graham, Partner
Max Medina, Partner
Melissa Turnbaugh, AIA, NCARB - Partner
Michael Hessert, Partner
Richard Chi, Partner, Co-CEO
Rick Blan, AIA, Partner
Ron Bailey, Partner
Roy Montalbano, President
Scott Adams, Partner
Todd Spore, Partner
Valdon Smith, Jr., AIA, NCARB - GA Managing Partner

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

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

DOCUMENT NUMBER : 011466499
CONTROL NUMBER: N10681S
EFFECTIVE DATE : 12/28/2001
REFERENCE : 0749
FILING DATE : 12/13/2001
PAGE NUMBER : 11

CHRIS M. CUNICO, JR
P.O. BOX 907
GRIFFIN, GA 30224

CERTIFICATE OF AMENDMENT

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

HANLEY WAPPLER SMITH ARCHITECTS, A PROFESSIONAL CORPORATION
A PROFESSIONAL CORPORATION

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

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

Cathy Cox
Secretary of State

4.3 COMPLIANCE INFORMATION

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

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



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State

Registered Architect



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State

Registered Architect



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State

Registered Architect



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA010891
Lucius Lafayette Tabius, III

525 East Taylor Street
Griffin GA 30224

Registered Architect

EXP DATE - 06/30/2023 Status: Active
Issue Date: 07/01/2013



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA017094
John I. Kisner, II

970 Emory Pare Way
Decatur GA 30033

Registered Architect

EXP DATE - 06/30/2023 Status: Active
Issue Date: 03/22/2023



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and Land Surveyors
LICENSE NO. PE039087
Jeremiah Cason Phillips

171 Hays Pond Road
Mansfield GA 30055

Professional Engineer

EXP DATE - 12/31/2023 Status: Active
Issue Date: 07/31/2014



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State

Professional Engineer



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State

Professional Engineer



PROFESSIONAL LICENSING

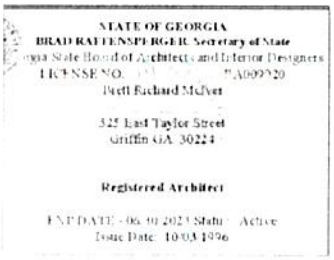


STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA011317
Rawson Mahoney Gravel

1175 Peachtree Street NE
Suite 2400
Atlanta GA 30361

Registered Architect

EXP DATE - 06/30/2025 Status: Active
Issue Date: 03/06/2005



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. PA009920
Ptetl Richard McIver

525 East Taylor Street
Griffin GA 30224

Registered Architect

EXP DATE - 06/30/2023 Status: Active
Issue Date: 10/03/1996

PBK makes every effort to translate campus needs into appropriate learning environments. They have worked diligently to manage projects within budgets and also deliver them completed on schedule.

- Director of Planning and Construction

MSSA has demonstrated complete professionalism in every aspect of their work. They are always on time, always fully prepared and exhibit total confidence in their work to freely respond at public meetings. They know the business of K-12 schools. It is for these reasons that I offer high recommendations for Manley Spangler Smith Architects. Their abilities and talents will truly be an asset to your efforts.

– Patti B. Parker, AIA
Senior Design Planner
DeKalb County School System



Klein Cain High School ▪
Klein Independent School District

4.3.3.1 State number of years in business.

MSSA-PBK brings over 120 years of combined educational planning and design services. Manley Spangler Smith Architects (MSSA) has provided 73 years of continuous service to clients in Georgia, making us one of the oldest architecture firms in the state. With local Georgia offices located in Griffin and Sugar Hill, the firm provides a complete range of architectural services.

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

Manley Spangler Smith Architects-PBK Branch Office
E Center at Sugar Hill
5019 West Broad Street, Suite M207
Sugar Hill, GA 30518
p. 770-227-5473

Additional Office Locations: *Austin, TX; Berkeley, CA; Dallas, TX Folsom, CA; Fort Meyers, FL; Fort Bend, TX; Fort Worth, TX; Fresno, CA; Griffin, GA; Houston, TX; Jacksonville, FL; McAllen, TX; Orange County, CA; Orlando, FL; Rancho Cucamonga, CA; Sacramento, CA; San Antonio, TX; San Diego, CA; San Luis Obispo, CA; Sarasota, FL; St. Petersburg, FL; Tampa, FL; The Woodlands, TX; West Palm Beach, FL*

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

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

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

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

4.3.5.1 Financial Statement: The Firm's financial capability is to be expressed in the financial statement (audited financial current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project.

Please see attachments labeled "Confidential Financial Statements" for a copy of MSSA-PBK's most recent financial statements.

4.3 b.2 Insurance Capacity: Firms must provide evidence that they have all insurance coverage's as specified in A/E contract included with this RFQu (See Appendix I).

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2618 Broadway St
Pearland TX 77581

CONTACT NAME:
PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: LM Insurance Corporation	33600
INSURER C: Liberty Mutual Fire Insurance Company	23035
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PBK Architects, Inc., MSSA-PBK
Attn: Accounts Payable
11 Greenway Plaza, Suite 2210
Houston TX 77046-1104

COVERAGES CERTIFICATE NUMBER: 1273123789 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY			TPP 291 472896 22	4/25/2022	4/25/2023	EACH OCCURRENCE $1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $1,000,000
							MED EXP (Any one person) $10,000
							PERSONAL & ADV INJURY $1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG $2,000,000
	OTHER:						$
A	AUTOMOBILE LIABILITY			AOS 291 472896 22	4/25/2022	4/25/2023	COMBINED SINGLE LIMIT (Ea accident) $1,000,000
	X ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY	SCHEDULED AUTOS					BODILY INJURY (Per accident) $
	X HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) $
							$
B	X UMBRELLA LIAB X OCCUR			TH7 291 472896 22	4/25/2022	4/25/2023	EACH OCCURRENCE $5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $5,000,000
	X DED RETENTION $ 10000						$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA 7-291-472896-012	4/25/2022	4/25/2023	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / N A				E.L. EACH ACCIDENT $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $1,000,000
							E.L. DISEASE - POLICY LIMIT $1,000,000
A	Professional Liability (Claims Made Form)			AEC 491 412 (15)	9/1/2022	9/1/2024	Each Claim $5,000,000 Aggregate $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

See Attached...

CERTIFICATE HOLDER

DeKalb County Board of Education
Operations Division
Sam A. Moss Service Center
1780 Montreal Road
Tucker GA 30084-6705

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

4.3 COMPLIANCE INFORMATION

PBK's skilled personnel professionally developed and managed various district repair and renovation projects with the utmost concern for students, faculty, and facility. No obstacle was too difficult to overcome and was often easily addressed through the creative approach by PBK.

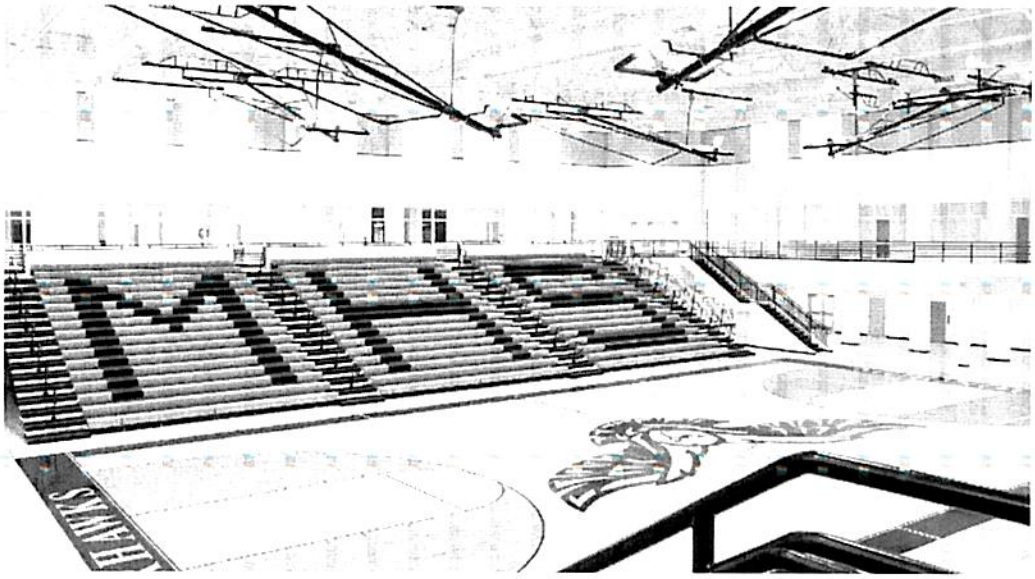
4.3.5.2 Litigation: Submit all litigation of any kind involving firm, its officers or directors with a project owner where the total amount in controversy exceeds $100,000.00 within the last five years.

At MSSA-PBK, we have always made a concerted effort to build positive client relationships and to prevent disputes with our clients. As a very client-focused firm, we always represent the client's interest, and when disputes arise between our clients and contractors, MSSA-PBK is sometimes (very rarely) pulled into these disputes. In today's business climate and with the complexity of the projects we work on, it is virtually impossible to completely avoid all disputes.

Over the past five years, MSSA-PBK has executed over 3,000 projects, and we have been party to a total of three (3) filed claims based on professional services, all of which have been settled. All settled claims have been resolved to the satisfaction of both parties through mediation, and PBK has no judgements against it. None of our past claim settlements are considered financially significant for a firm of our size. The terms of issues settled in mediation are confidential as a condition of the settlement. **In our 70+ years of operation, we are proud to say that we have never spent one single minute in a courthouse.**

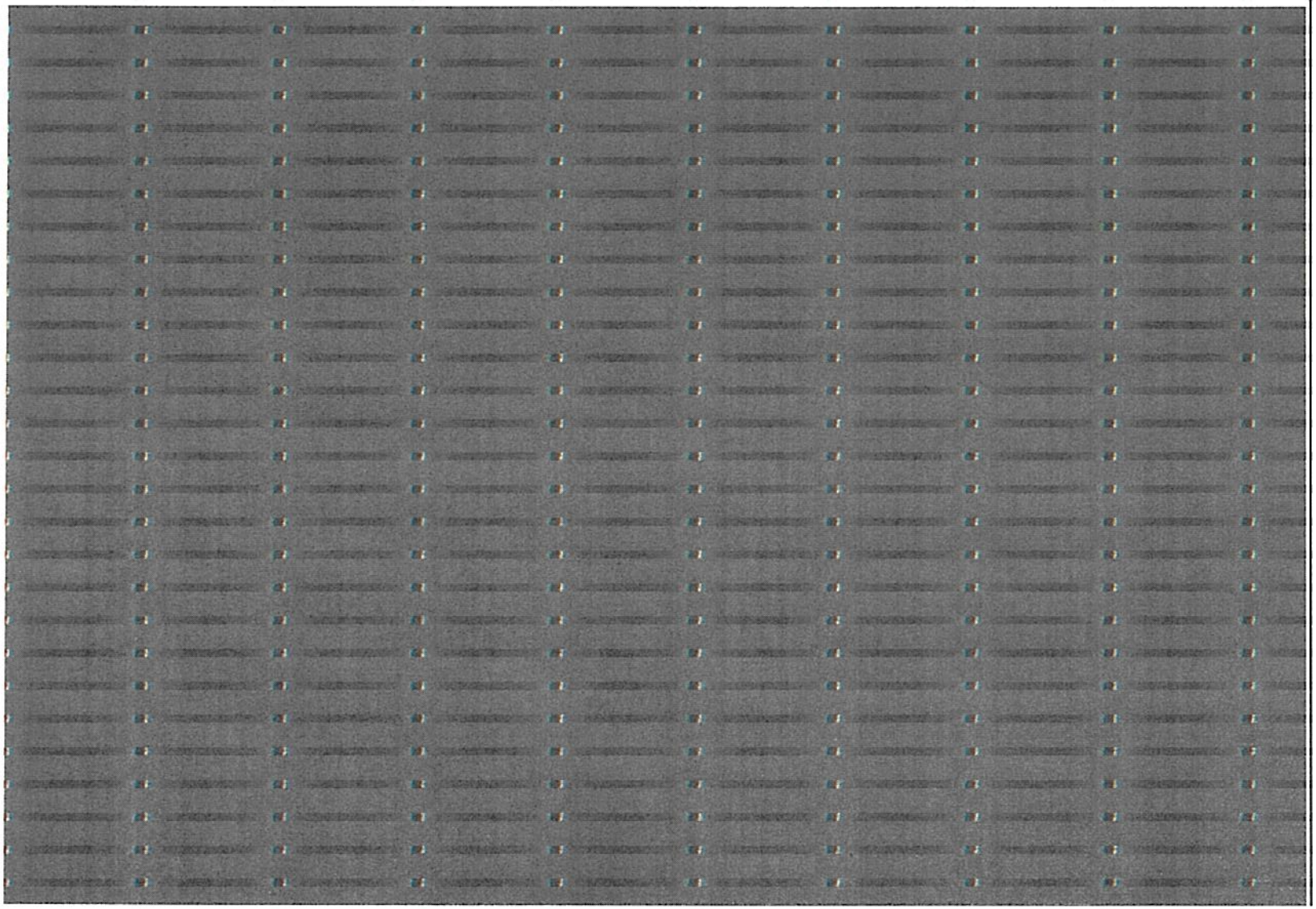
4.3.5.4 Insurance Claims: Submit all Errors & Omissions and/or Professional Liability claims filed against the firms' policy in the last two years for the proposal submittal date.

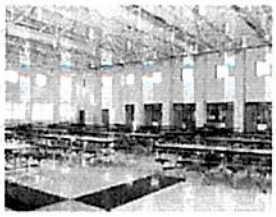
MSSA-PBK has not had any Errors & Omissions or Professional Liability claims filed against our firms policy.



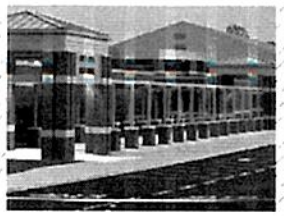
McDonough High School ■ Henry County School District

SUCCESSFUL RELATED
ARCHITECTURAL EXPERIENCE









SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

MSSA PBK+ LORD AECK SARGENT

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

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

Our firm has worked on over 25 million square feet of educational space which makes us No. 1 in the Nation for educational architecture. The firm has completed school projects of every size and scope, including more than 100 new High Schools, as well as more than 2,500 additions and renovations projects. In doing so, MSSA-PBK has become acutely knowledgeable of planning and design solutions for practically every type of K-12 project.



105+ high schools



Alliance Academy for Innovation ■ Forsyth County Schools

ACADEMIES OF CREATIVE EDUCATION (ACE) AND FORSYTH COUNTY ARTS AND LEARNING CENTER (FOCAL CENTER)

FORSYTH COUNTY SCHOOLS || CUMMING, GEORGIA







FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
Forsyth County Schools
Mr. Matt Wark, Chief Facilities Officer
1120 Dahlonega Hwy
Cumming, GA 30040
t. 770.887.2461
f. 770-781-6625

USER'S REPRESENTATIVE
Drew Hayes, Principal
1160 Dahlonega Highway
Cumming, GA 30040
p. 770-781-3141

Dawn Phipps, FoCAL Director
1150 Dahlonega Highway
Cumming, GA 30040
p. 470-695-7826

CONSTRUCTION COMPLETED
August 2021

PROJECT SIZE (GSF)
ACE: 154,521 gsf
FOCAL: 81,000 gsf

CONSTRUCTION COST
$56,193,424

PRESENT STATUS OF PROJECT
Completed

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

PROJECT MANAGER
Lucian Tatum III, AIA

PROJECT ARCHITECT
Jan Selz,AIA

**Personnel on this project team*

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE
The new facilities are located on a shared site with the Board of Education. The site is unified by a new drive, which connects tree-lined sidewalks and shared parking. A green space aligns the connecting sidewalk with the Academies building, and in front of the Performing Arts Center is a pedestrian-friendly drop-off plaza designed to naturally slow traffic.

The centralized Forsyth County Arts and Learning (FOCAL) Center is designed for performances that do not fit in the current high school facilities. It will be used district-wide by elementary, middle, and high school students. Added benefits include filling a local need for a larger performing arts space and providing an additional source of revenue.

The FOCAL Center's 1,800+-seat auditorium includes a balcony, orchestra pit, and associated technical production areas. In addition, it has a black box theater, large rehearsal space, full-service kitchen, green room, and dressing rooms.

The Academies of Creative Education (ACE) with a full-time enrollment of 1,200, houses three alternative instructional programs for students in grades 6 through 12.

Gateway Academy, located on the first floor and secured from the other academies, has a separate entrance, administrative and counseling areas, clinic, multipurpose gym, and dining.

Forsyth and Newcomer Academies occupy the second and third floors, sharing administrative and counseling areas, clinic, cafeteria, and media center.

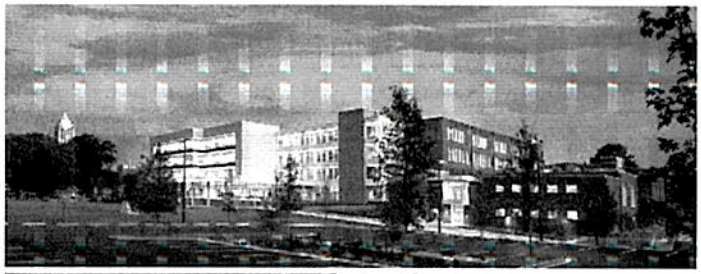
PROJECT SIMILARITIES
Comparable Scope, Comparable Complexity, K-12 Facility



DAVID T. HOWARD MIDDLE SCHOOL

ATLANTA PUBLIC SCHOOLS || ATLANTA, GEORGIA









FIRM'S RESPONSIBILITY
Historic Preservation Consultant
Exterior Envelope Architect
Landscape Architecture

OWNER'S REPRESENTATIVE
Atlanta Public Schools
Jere Smith, AIA
Director of Capital Improvements & Construc. MGMT
130 Trinity Ave. SW, Atlanta, GA 30303
p. 404-802-3736

USER'S REPRESENTATIVE
Atlanta Public Schools
Tekeshia Hollis, Principal
551 John Wesley Dobbs Ave NE
Atlanta, GA 30312
p. 404-802-3200

CONSTRUCTION COMPLETED
August 2020

PROJECT SIZE (GSF)
185,000 GSF

CONSTRUCTION COST
$48,000,000

PRESENT STATUS OF PROJECT
Completed

PRINCIPAL-IN-CHARGE
*Karen Gravel, AIA, LEED AP**

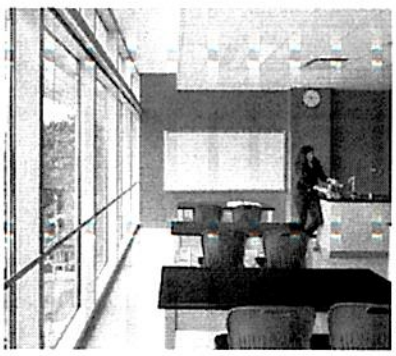
PROJECT ARCHITECT
*Josh Andrews, AIA, NCARB, LEED AP**

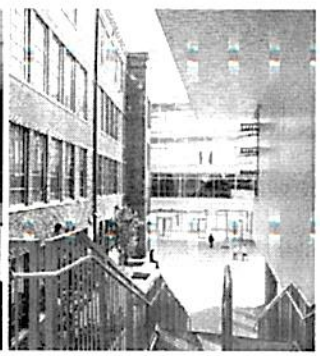
WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

Built in 1924, David T. Howard Middle School underwent a total rehabilitation. The project completely rehabilitated the existing structure by: removing all hazardous materials, rebuilding portions of the exterior skin that have failed due to the lack of expansion joints; replacing the replacement windows; restoring the interior corridors; and, introducing modern systems into the building. An addition completed at the front of the building resembles the historic design for the entry. The building received modern additions including a cafeteria, auditorium, music rooms, media center and bridge to complete the circle of an existing U-shaped corridor layout.

PROJECT SIMILARITIES

Comparable Scope, Comparable Complexity, Renovation and Addition, Historic Preservation, K-12 Facility





**Personnel on this project team*

GRIFFIN REGION COLLEGE AND CAREER ACADEMY

GRIFFIN-SPALDING COUNTY SCHOOL SYSTEM || GRIFFIN, GEORGIA



FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
County Board of Education
Mr. Bruce Ballard
770.229.3710

USER'S REPRESENTATIVE
Griffin Region College and Career Academy
Chad Pruitt, Director
221 Spalding Drive
Griffin, GA 30223
p. 770-229-3710

CONSTRUCTION COMPLETED
October 2017

PROJECT SIZE (GSF)
70,350 GSF

CONSTRUCTION COST
$11,304,049

PRESENT STATUS OF PROJECT
Completed

PRINCIPAL-IN-CHARGE
*Valden Smith, Jr. AIA**

PROJECT ARCHITECT
*Kenneth Moore, AIA**

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

Created to answer the workforce development needs of the community, GRCCA is located in the former Spalding High School, built in 1945. The school system recognized the architectural significance of restoring one of the oldest schools in the county. The programming phase included close consultation with GRCCA's Board of Directors. GRCCA offers college courses for both high school and college credits to students from Spalding, Butts, and Pike counties. The fully renovated facility includes a meeting hall in the 1930s gymnasium and a new colonnade and bus shelter, which complete the spacious courtyard. Pathways for students include Early College Essentials, Therapeutic Services/Healthcare, Culinary Arts, Mechatronics, Public Safety, Aviation, Teaching as a Profession, and Welding.

PROJECT SIMILARITIES

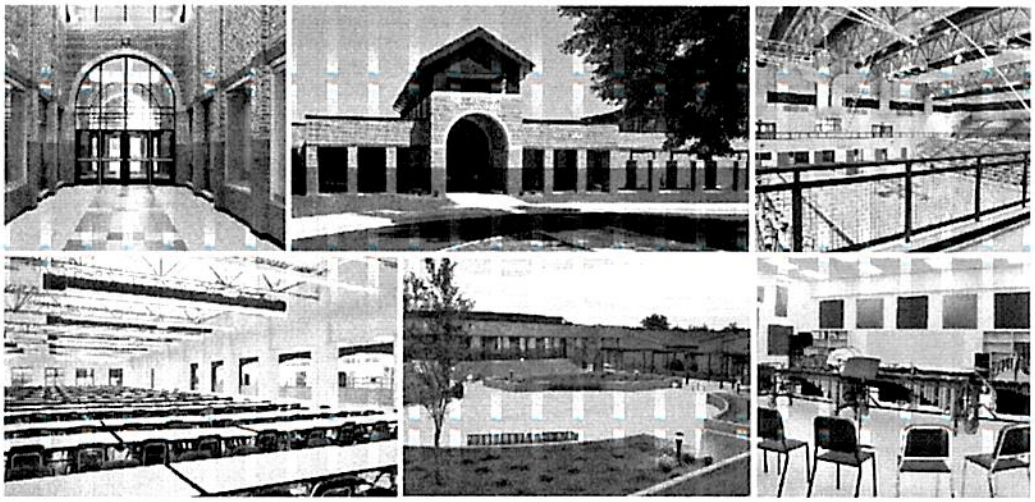
Comparable Complexity, Renovation and Addition, Historic Preservation, K-12 Facility



**Personnel on this project team*

SOUTH FORSYTH HIGH SCHOOL ADDITIONS & MODIFICATIONS

FORSYTH COUNTY SCHOOLS || CUMMING, GEORGIA



FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
Mr. Matt Wark
Chief Facilities Officer
1120 Dahlonega Hwy, Cumming, GA 30040
p. 770-887-2461
f. 770-781-6625

USER'S REPRESENTATIVE
Laura Wilson, Principal
585 Peachtree Parkway
Cumming, GA 30041
p. 770-781-2264

CONSTRUCTION COMPLETED
November 2016

PROJECT SIZE (GSF)
Renovation Area: 248,348 gsf
Addition Area: 104,726 gsf

CONSTRUCTION COST
$24,828,944

PRESENT STATUS OF PROJECT
Completed

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

PROJECT ARCHITECT
*Lucian Tatum III, AIA**

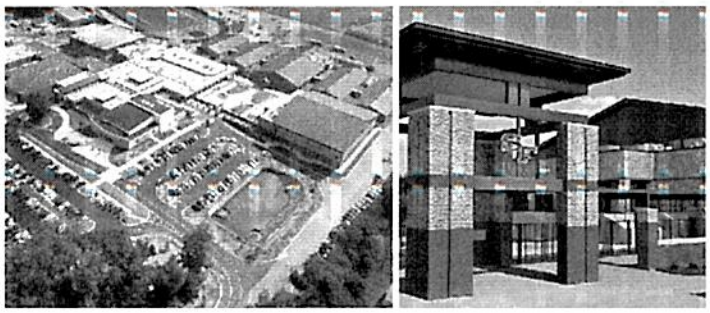
WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

A new "front door" combining administration areas and new program spaces connecting several buildings allow safe and secure movement on campus.

Previously, students and staff faced the daily challenge of traversing a parking lot to access three main entry points in several separate buildings. Additions and modifications designed by MSSA combined administration areas and connected several buildings through new program spaces, including a new cafeteria and kitchen, a chorus and band suite, additional classrooms, and restrooms. The former cafeteria and kitchen were modified into a new hospitality suite which includes a dining area. Another former cafeteria was modified to provide additional classrooms and restrooms. Additionally, the location of the new gym presented an exciting opportunity to create a gathering space in a new secure fenced courtyard.

PROJECT SIMILARITIES

Comparable Scope, Comparable Complexity, High School, Renovation and Addition

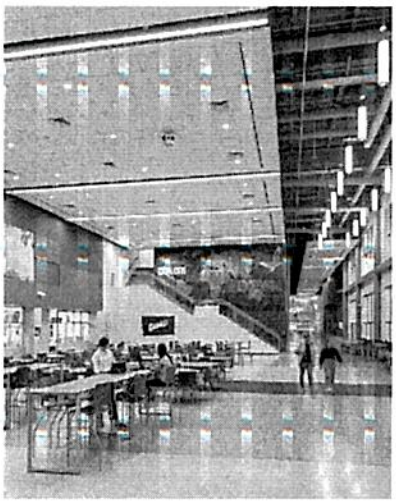


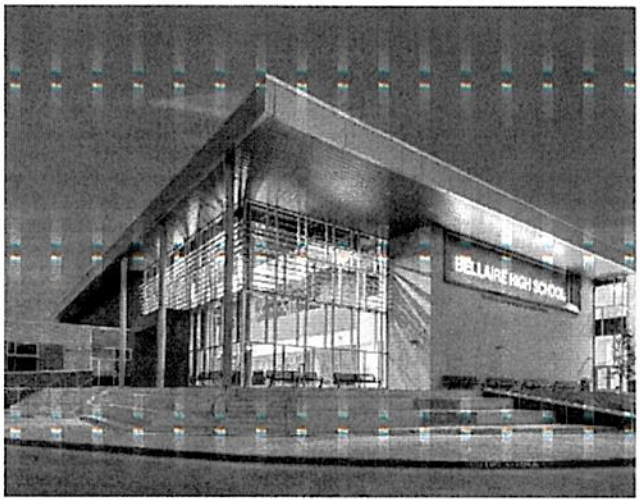
**Personnel on this project team*

5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

BELLAIRE HIGH SCHOOL

HOUSTON INDEPENDENT SCHOOL DISTRICT || HOUSTON, TEXAS





FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
Houston Independent School District
Andreas Peeples, CM General Manager
4400 West 18th St.
Houston, TX, 77092-8501
p. 832-223-0250

USER'S REPRESENTATIVE
Houston Independent School District
Eric Ford, Senior Manager, Facilities Design
4400 West 18th St.
Houston, TX 77092-8501
p. 713-556-9424

CONSTRUCTION COMPLETED
August 2022

PROJECT SIZE (GSF)
Renovations: 93,559 GSF
New Construction: 343,000 GSF

CONSTRUCTION COST
$116,483,501

PRESENT STATUS OF PROJECT
Complete

PRINCIPAL-IN-CHARGE
Lorin Pargoud, PM/Client Executive

PROJECT ARCHITECT
Daniel Nunez, PA

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

Bellaire High School, a 68-year-old facility, underwent a multi-phased rebuild. The design for the multi-phased rebuild was based around its Main Street featuring a direct connection to the campuses centralized multi-purpose courtyard space. The Main Street allows access to all major learning and personal development spaces, individual study areas, and small group collaboration spaces for club meetings. Two major lobby spaces bolster both ends of the Main Street, one serving as the auditorium lobby and public entrance and the other as the sports lobby and student entrance. The academic wing of the building features three stories of learning communities consisting of collaborative spaces for students and faculty, core academic learning centers, science lab space, career and technology learning, and a serving line on the first floor for cafe style engagement.

PROJECT SIMILARITIES

Comparable Scope, Comparable Complexity, High School, Renovation and Addition



J.C. BOOTH MIDDLE SCHOOL

FAYETTE COUNTY PUBLIC SCHOOLS || PEACHTREE CITY, GEORGIA









FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
Mr. Mike Satterfield Dir of Facilities Serv.
205 LaFayette Drive, Fayetteville, GA 30214
p. 770-460-3522
f. 770-486-2727

USER'S REPRESENTATIVE
Deb Troutman
Principal
250 Stagecoan Rd
Peachtree City, GA 30269
p. 770-631-3240
f. 770-631-3245

CONSTRUCTION COMPLETED
May 2022

PROJECT SIZE (GSF)
180,654 GSF

CONSTRUCTION COST
$41,521,040(est.)

PRESENT STATUS OF PROJECT
Completed

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

PROJECT MANAGER
*Brett McIver, AIA**

PROJECT ARCHITECT
*Brett McIver, AIA**

**Personnel on this project team*

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

Following many sessions to gather input from the community, the new J.C. Booth Middle School was designed and constructed when the school system determined that the former J.C. Booth MS building could no longer accommodate the more than 1,200 students enrolled there. The new J.C. Booth Middle School has a core infrastructure and classroom capacity to accommodate up to 1,400 students. It has advanced safety features, including a secured entry vestibule, larger common spaces, and wider hallways than the previous facility.

PROJECT SIMILARITIES

Comparable Scope, Comparable Complexity, K-12 Facility



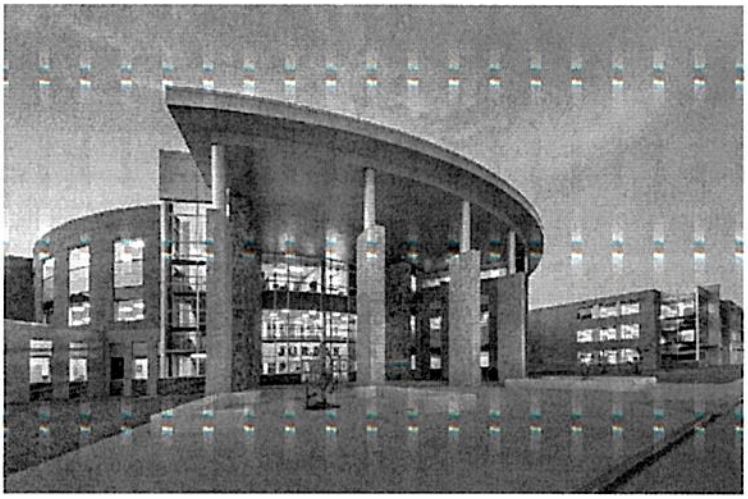
5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

JORDAN HIGH SCHOOL

KATY INDEPENDENT SCHOOL DISTRICT || FULSHEAR, TEXAS







FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
Katy Independent School District
Lisa Kassman, Executive Director, Facilities/Planning/Construction
6301 South Stadium Drive, Katy, TX 77494
p. 281-396-2309

USER'S REPRESENTATIVE
Katy Independent School District
Hector "Art" Campbell, Construction, Senior Project Manager
p. (281) 396-6000

CONSTRUCTION COMPLETED
May 2020

PROJECT SIZE (GSF)
62,8154 GSF

CONSTRUCTION COST
$138,223,000

PRESENT STATUS OF PROJECT
Complete

PRINCIPAL-IN-CHARGE
Eric Smith, AIA, NCARB

PROJECT MANAGER
Greg Prince, AIA, NCARB

PROJECT ARCHITECT
*Bayleigh Kempainen, AIA, NCARB**

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE
This newest high school campus incorporates a 600-student 9th Grade Center that is more mainstreamed than previous Katy ISD high schools. Other academic areas house grades 10, 11 and 12 with a core capacity of 3,000 students. This facility is designed with two 3-story academic wings containing classrooms, administrative quarters, CTE classrooms and labs, collaboration spaces and science labs. All science labs and some CTE spaces are located on the third level. The first floor houses the primary administrative offices, Learning Commons, Performing Arts Center, separate Dining Commons for 9th grade as well as 10th-12th grade students, a centralized kitchen, Physical Education, Natatorium, CTE, Fine Arts and other support spaces.

PROJECT SIMILARITIES
Comparable Scope, Comparable Complexity, High School

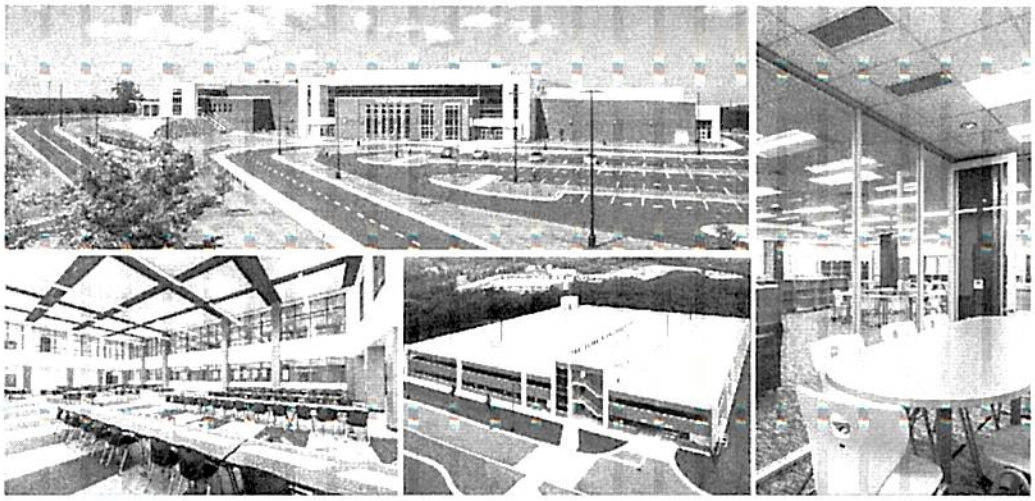




**Personnel on this project team*

ALLIANCE ACADEMY FOR INNOVATION AND PARKING DECK

FORSYTH COUNTY SCHOOLS || CUMMING, GEORGIA



FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
Forsyth County Schools
Mr. Matt Wark, Chief Facilities Officer
1120 Dahlonega Hwy, Cumming, GA 30040
t. 770.887.2461
f. 770-781-6625

USER'S REPRESENTATIVE
Karl Mercer, Principal
1100 Lanier 400 Parkway
Cumming, GA 30040
p. 470-695-7823

CONSTRUCTION COMPLETED
AAI - April 23 2018
AAI Parking Deck - July 30 2019

PROJECT SIZE (GSF)
AA: 188,428 sf
PD: 86,412 sf

CONSTRUCTION COST
AA: $28,570,192
PD: $6,186,662

PRESENT STATUS OF PROJECT
Completed

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

PROJECT ARCHITECT
*Lucian Tatum III, AIA**

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE
The three-story Alliance Academy for Innovation prepares students for the rapidly evolving world of work while fulfilling the needs of the business community. It provides secondary, post-secondary and continuing educational opportunities. The school's 1,200 students in grades 9-12 earn industry credentials and college credit through partnerships with the University of North Georgia and Lanier Technical College. The program spaces were designed for the specific career pathways, allowing students to work in simulated environments. The school is equipped with several unique features, including aviation simulators, plasma cutters, welding equipment, wind tunnels, a courtroom, and a shared physical education & robotics events area.

MSSA also designed a new 600-space multistory parking deck for the Alliance Academy.

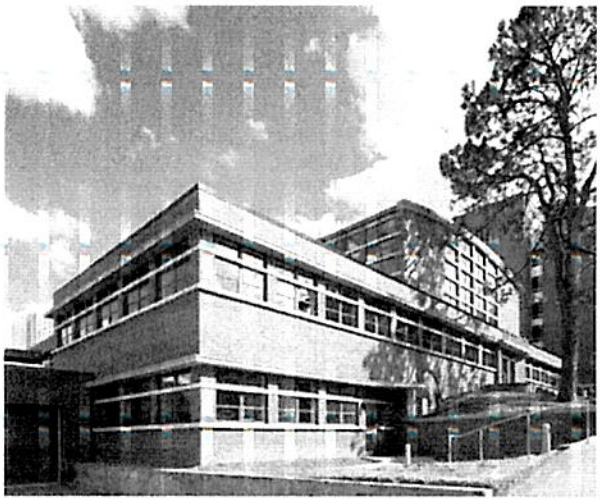
RELEVANT POINTS
Comparable Scope, Comparable Complexity, High School



**Personnel on this project team*

GEORGIA INSTITUTE OF TECHNOLOGY

ATLANTA, GEORGIA





FIRM'S RESPONSIBILITY
Conditions Assessment
Full Architectural Services
Energy Analysis

OWNER'S REPRESENTATIVE
Georgia Institute of Technology
Linda Daniels, Associate Director - Capital Planning Space Management Planning, Design & Construction/Infrastructure & Sustainability
North Avenue, Atlanta, GA 30332
p. 404-862-6224

USER'S REPRESENTATIVE
Georgia Institute of Technology
Julie Kim, Associate Professor and Director, Flourishing Communities Collaborative
North Avenue, Atlanta, GA 30332
p. 404-894-0152

CONSTRUCTION COMPLETED
January 2011

PROJECT SIZE (GSF)
37,350 GSF

CONSTRUCTION COST
$9,100,000

PRESENT STATUS OF PROJECT
Completed

PRINCIPAL-IN-CHARGE
Jack Pyburn, FAIA

PROJECT MANAGER
*John Kisner, AIA, LEED AP**

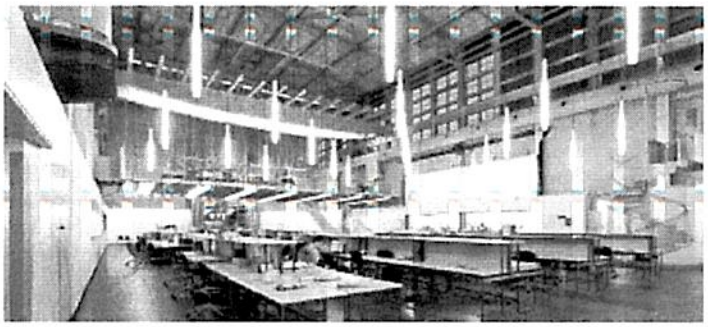
PROJECT ARCHITECT
*Karen Gravel, AIA, LEED AP**

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

In 2008, the Lord Aeck Sargent / Office dA team was hired to rehabilitate and adapt the Hinman Research building for the Georgia Tech College of Architecture. The 33,250 sf building was expanded to include an additional 1,250 sf of floor space in the high research bay. The rehabilitated building is devoted to graduate architecture and industrial design education and related research programs. Provisions were made for design studios, computer labs, jury and pinup areas as well as informal and formal public spaces. The design approach for the Hinman Research Building included a thoughtful rehabilitation of the building's historic features and the insertion of forward-looking studio space that links the past to the future and produces a unique and rich environment for the study of architecture.

RELEVANT POINTS

Comparable Complexity, Renovation and Addition, Historic Preservation, Educational Facility



**Personnel on this project team*

5.1.1 SUCCESSFUL RELATED ARCHITECTURAL EXPERIENCE

ATLANTA INTERNATIONAL SCHOOL

ATLANTA, GEORGIA





FIRM'S RESPONSIBILITY
Full Architectural Services

OWNER'S REPRESENTATIVE
Atlanta International School
James Sitzman, Director of Operations
p. 404-841-3840

USER'S REPRESENTATIVE
Atlanta International School
Kevin Glass, Headmaster
p. 404-841-3840

CONSTRUCTION COMPLETED
August 2018

PROJECT SIZE (GSF)
36,830 GSF

CONSTRUCTION COST
$11,709,503

PRESENT STATUS OF PROJECT
Completed

PRINCIPAL-IN-CHARGE
*John Starr, AIA, LEED AP BD+C**

PROJECT MANAGER
Christine Ray, RA, LEED AP

PROJECT ARCHITECT
*Josh Andrews, AIA, NCARB, LEED AP**

WORK FOR WHICH FIRM'S STAFF WAS RESPONSIBLE

Lord Aeck Sargent designed a primary school addition to the Atlanta International School's (AIS) existing campus. AIS is housed in a former high school building completed in 1932 and designed by noted Atlanta architect, Philip Trammell Shutze. The goal for the project was to connect two existing buildings and create a unique identity for AIS' primary school, which serves grades K-5.

LAS was tasked with creating a series of collaborative, flexible spaces - both interior and exterior - which are intended to serve dual purposes in order to provide a wide variety of opportunities for small and large group learning. Before the project, primary school students lacked collaborative space and worked in hallways for group activities and assignments. In addition to the outdoor classrooms the new building provides students can now utilize a series of flexible, shared work spaces both inside and outside of their classroom. This created multi-functional learning environments and connectivity across the entire primary school. The courtyard was strategically designed to be a space that flowed seamlessly from the indoor learning areas. A long, continuous patio, the layout of hardscape and trees and geometric organization all bridged the inside space with the outside, creating opportunities for individual and group learning.

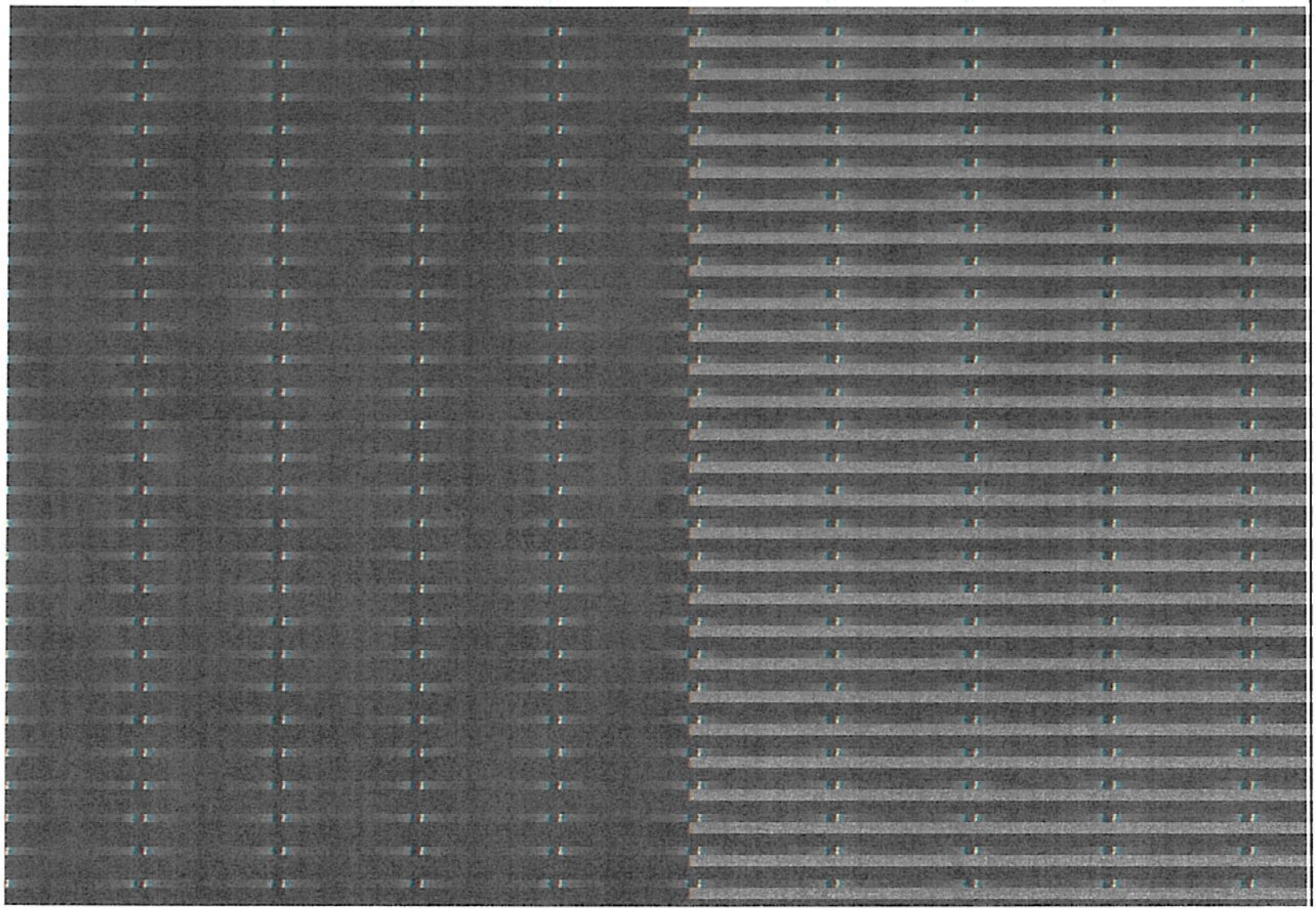
PROJECT SIMILARITIES

Comparable Scope, Comparable Complexity, High School, Renovation and Addition, Historic Preservation, Addition & Renovation

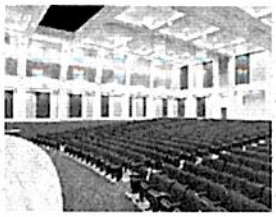


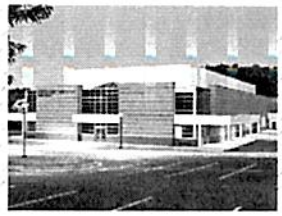
*Personnel on this project team

PROPOSED PROJECT STAFF &
THEIR FUNCTIONS









PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

MSSA PBK + LORD AECK SARGENT

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

DEKALB COUNTY SCHOOL DISTRICT

DRUID HIGH SCHOOL MODERNIZATION

W. Valdon Smith, AIA, NCARB
President, Partner-in-Charge
-MSSA-PBK-

Kenneth M. Moore, AIA, NCARB, LEED AP
Principal, Client Executive
MSSA-PBK

John Kisner, AIA, LEED AP, NCARB
Project Manager
MSSA-PBK

PBK-INTERIORS

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

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

Brett McIver, AIA, LEED AP
Principal, Design Lead
MSSA-PBK

Melissa Turnbaugh, AIA, NCARB
Partner, National Education & Innovation Leader
-MSSA-PBK-

Turner Burson
Director of Construction
Contract Administration
MSSA-PBK

LORD AERK SARGENT-EXTERIORS

John Starr, AIA, CDT, LEED AP
Design Principal
LORD AECK SARGENT

Karen M. Gravel, AIA
Historic Preservation Consultant
LORD AECK SARGENT

Josh Andrews, AIA, LEED AP, GGP
Project Designer
LORD AECK SARGENT -

Matt Cherry, ASLA, PLA
Director of Landscape architecture
LORD AECK SARGENT

CONSULTANTS

Philip Kempainen
Director Of Atlanta Office, MEP Engineering

Matt Sickorez, PE
Vp of Project Management, MEP Engineering

J. Mac Willett, PE
President & Principal, Structural Engineer
WILLETT ENGINEERING

Jeremiah Phillips, PE
Principal-in-Charge, Civil Engineer
-EBERLY & ASSOCIATES-

Shawn LeCrone, RRC, RRO, REWO
President, Roofing Consultant
-BEAM PROFESSIONALS, A MSSA-PBK COMPANY-

James C. Camacho
Food Service Consultant
-CAMACHO ASSOCIATES, INC.-

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

5.1.2.2 The firm shall name the actual staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project.







Griffin Region College & Career Academy ■ Griffin Spalding County School System

MSSA-PBK+Lord Aeck Sargent is committed to the very highest standards of design and service. As part of our service support philosophy, our team is structured around the needs of our clients, with the commitment of the firm's leadership, to ensure we can deliver on what we promise. Our assigned project team has worked on numerous additions and modernizations of educational facilities, so we are very familiar with this project scope. In fact, over 70% of our successful projects are additions and modernizations.

W. Valdon Smith (V), President with MSSA-PBK, will serve as Principal-in-Charge and will be your point of contact for any major items. V has personally worked on multiple DCSD projects and will ensure the project design upholds to DCSD's goals and standards. **Kenneth Moore**, **John Kisner**, and **Bayleigh Kempainen** will form the management pore of the design team. For this very important Project, **John Kisner** will serve was the primary, everyday contact.

MSSA-PBK+Lord Aeck Sargent will collaborate together as one team through all phases of the project, with Lord Aeck Sargent leading the design of the building core and shell, as well as providing expertise in historic preservation, this repeating their roles for the David T. Howard Middle School, with many similarities to your project. MSSA-PBK will lead the design of the building interior and provide expertise as national leaders for innovation in K-12 educational facilities. Our combined team provides an all-star lineup of architectural thought leaders in their areas of expertise. The average of more than 20 years per person across our team is evidence of the depth our experience.

Notable roles include **John Starr** and **Josh Andrews** as leaders for exterior design, Karen Gravel for historic preservation, Matt Cherry for landscape architecture, **Brett McIver** for high school design, Lucian Tatum for construction document production, **Melissa Turnbaugh** for innovation in K-12 education, and **Tuner Burson** for construction administration. Our team will provide highly responsive design services, attention to the unique needs for this project, Next Generation thought leadership, cost effective schemes, sustainable features, detailed coordination between trades, and accurate and thorough project documents. During construction, we excel at identifying and solving problems (calling upon any and all team resources) to meet the client's satisfaction with the outcome of the project.

Our consultant team has been chosen as the best available to support the unique requirements of your project. All consultants have worked with our architectural team for many years, so we have demonstrated success in the design, detailing, and execution of high-performance building systems for all types of academic projects.

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

This team structure, MSSA-PBK+Lord Aeck Sargent undoubtedly provides DCSD with a comprehensive team showcasing state-wide knowledge of local codes, conditions, and costs; as well as nationally-acclaimed, award-winning planning, design, and curriculum-responsive programming.

5.1.2.2 Brief Resumes

W. VALDON SMITH, JR. AIA, NCARB

PRESIDENT, PRINCIPAL-IN-CHARGE | MSSA-PBK



After graduating from college, W. Valdon Smith ("V") worked as an architect for an architectural firm in Birmingham, Alabama. He returned to his hometown in 1989, joining Manley Spangler Smith Architects (MSSA) as a Project Architect. In July 1997 he became a Principal of the firm and began serving as Corporate Secretary. In January of 2002, V became the Director of Finance and served in this capacity until May of 2015 when he became President of MSSA-PBK. V has more than 30 years of professional experience providing design and project management for a wide range of facility types. He has served as Principal-in-Charge for numerous MSSA projects since 1997 and for all MSSA-PBK projects since 2015, totaling in excess of $650 million over the past ten years. He manages project scheduling, human resources, and contract administration for MSSA-PBK.

EDUCATION
Auburn University
Bachelor of Architecture
Bachelor of Building Construction

REGISTRATIONS
Registered Architect:
Georgia, #RAC08279
NCARB #44510

Total Years Experience: 36+ years
Total Years With Firm: 33+ years

EXPERIENCE

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

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

Henry County School District
McDonough Middle School 143,597 SF, $22,722,40

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

Forsyth County School District
Academies of Creative Education 154,521 SF, $56,193,424

KENNETH M. MOORE AIA, NCARB, LEED AP

PRINCIPAL, CLIENT EXECUTIVE | MSSA-PBK



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

EDUCATION
Auburn University
Bachelor of Architecture

REGISTRATIONS
Registered Architect:
Georgia, #RA010733
NCARB #56877
LEED Accredited Professional

Total Years Experience: 29+ years
Total Years With Firm: 22+ years

EXPERIENCE

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

Cherokee County School District
Woodstock Middle School Classroom Addition, 24,932 SF, $5,584,197.36
Cherokee High School, 473,761 SF, $179,095,765
Creekview High School, 318,077 SF, $31,117,780

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

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

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

JOHN KISNER AIA, LEED AP, NCARB

PROJECT MANAGER | MSSA-PBK



John is an experience project manager, holding more than 33 years of experience with a focus on educational facilities and existing buildings. He will lead the technical development of the design, coordinate the project team and consultants, and oversee project execution from beginning to end. John's keenest interest is optimizing the specific combination of scope, quality, budget, and vision for each client. He loves leading teams with high levels of expertise for the successful delivery of challenging projects. Before John joined MSSA-PBK, he had previously worked with Lord Aeck Sargent, so he has extensive experience working alongside our proposed project team and will ensure it will be a great success.

EDUCATION
Rice University
Master of Architecture

University of Virginia
Bachelor of Architecture

REGISTRATIONS
Registered Architect:
Georgia #RA017094
Texas #23174
NCARB #52084
LEED Accredited Professional

Total Years Experience: 33+ years
Total Years With Firm: 3 months

EXPERIENCE

Georgia Institute of Technology
Hinman Research Building of Rehabilitation, 37,750 SF $9,100,000*

University of North Geogia
Gaillard Hall Cadet Dormitory, 57,000 SF $5,600,000*

South Georgia State University
Ingram Student Success Center, 106,000 SF $6,719,850*

Alvin Independent School District
Alvin High School Renovations, 84,828 SF $5,698,340*

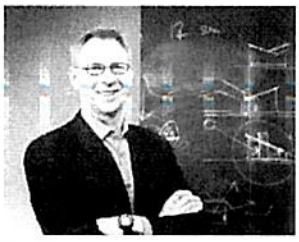
Lamar Consolidated Independent School District
Navarro Middle School Conversion, 84,828 SF $5,698,340*
Wessendorf Middle School, 83,803 SF $12,420,467*

Lufkin Independent School District
Lufkin High School, 345,000 SF $19,313,000*

**Experience with Previous Firms*

JOHN STARR AIA, CDT, LEED AP

DESIGN PRINCIPAL | LORD AECK SARGENT



John is director of Lord Aeck Sargent's Education and Arts & Culture practice areas, which are devoted to creating outstanding learning environments, museums and cultural facilities that focus on interactivity. Throughout the last decade, he has focused on designing arts, culture and educational learning environments that are highly adaptable to developing information technologies. His leadership has contributed to LAS' reputation for excellence in this field. He speaks frequently on the subjects of gallery daylighting, museum planning and integrating technologies.

EDUCATION
Auburn University
Bachelor of Architecture

REGISTRATIONS
Registered Architect:
GA #RA006922
LEED Accredited Professional
NCARB Certificate Holder

Total Years Experience: 40 years
Total Years With Firm: 32 years

EXPERIENCE

Atlanta International School
Master Planning & Programming, 69,639 SF $49,640
Lower School Expansion, 34,200 SF $11,000,000

Atlanta Public Schools
Howard Middle School Rehabilitation, 205,000 SF $52,000,000

Telfair Academy
Rehabilitation PreDesign, 25,800 SF $15,600

Gwinnett County Public Library System
Duluth Branch Library, 22,000 SF $5,000,000

City of Atlanta
The Children's School Program and Master Plan, 18,500 SF $74,850
The Children's School Renovation, 13,000 SF $2,200,000

Avondale Estates
Museum School of Avondale Estates Master Plan, Renovation & Additions, 75,000 SF $4,000,000

Riverside Military Academy
Sandy Beaver Center for Teaching & Learning, 101,000 SF $14,800,000
Lanier Hall, 54,000 SF $8,400,000
Elkin Hall, 51,258 SF $7,400,000

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

BAYLEIGH KEMPAINEN AIA, NCARB

PROJECT ARCHITECT | MSSA-PBK



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

EDUCATION
Louisiana State University
Bachelor of Architecture

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

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

EXPERIENCE

Katy Independent School District
Jordan High School, 628,154 SF, $138,223,000
Haskett Junior High, 190,729 SF, $43,573,000
Tays Junior High School, 184,329 SF, $31,964,500
Paetow High School, 624,343 SF, $136,722,588
Joe. M Adams Junior High School, 198,815 SF, $42,384,183
Stockdick Junior High School, 200,000 SF, $36,341,500

Alief Independent School District
New Early Childhood Center, 78,751 SF, $22,726,224

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

Friendswood Independent School District
New Cline Elementary School, 117,222 SF, $35,000,000

LUCIAN TATUM

PRODUCTION LEAD | MSSA-PBK



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

EDUCATION
Master of Architecture,
Georgia Institute of Technology

Bachelor of Arts
Georgia State University

REGISTRATIONS
Registered Architect:
Georgia #RA010891

NCARB #69276

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

EXPERIENCE

Cherokee County School District
Ball Ground Elementary School & STEM Academy, 146,403 SF, $18,566,830
Canton Elementary School 146,403 SF, $24,110,069
Little River Elementary School, 145,382 SF, $22,212,447
R.M. Moore Elementary School, 117,552 SF, $3,483,971
E.T. Booth Middle School 223,856 SF, $29,239,269
Macedonia Elementary School Addition, 31,243 SF, $5,902,599

Berrien County School District
Berrien Elementary School, 99,015 SF, $10,278,246
Berrien Primary School, 104,588 SF, $11,360,584

Butts County School District
Jackson Elementary School, 109,559 SF, $13,721,778

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

KAREN M. GRAVEL AIA, CDT, LEED AP

LORD AECK SARGENT

DIRECTOR OF HISTORIC PRESERVATION | LORD AECK SARGENT



Karen has 25 years of experience which includes preservation planning, restoration, renovation and new construction. She has extensive construction administration experience. As a Fulbright scholar in Germany, she studied art history, which compliments her technical background in architecture. She combines her dedication to architecture with a strong personal commitment to client service and a love of old buildings.

EDUCATION
Georgia Institute of Technology
Master of Architecture

Centre College
Bachelor of Arts
History

REGISTRATIONS
Registered Architect:
GA #RA011317

Total Years Experience: 25 years
Total Years With Firm: 21 years

EXPERIENCE

Dekalb County School District
Montclair Elementary School, 10,000 SF Addition, $1,500,000*

Atlanta Public Schools
Howard Middle School Rehabilitation, 205,000 SF $52,000,000

Avondale Estates Historic District Guidelines
Avondale Estates, GA
$35,000

Decatur First United Methodist Church Master Plan
Decatur First United Methodist Church, $30,000 fee

Terrell Hall Rehabilitation
Georgia College & State University, 32,700 SF, $8,700,000

Hinman Research Building Rehabilitation
Georgia Institute of Technology, 37,750 SF, $9,100,000

25 - 27 Auburn Avenue Building
Georgia State University, Atlanta, GA 74,000 SF, $28,000,000

Quadrangle Study and Assessment
University of Kentucky, Lexington, KY 108,161 SF, $8,000,000

**Experience with Previous Firms*

BRETT MCIVER AIA, LEED AP

MSSA PBK

DESIGN LEAD | MSSA-PBK



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

EDUCATION
Southern Poly Technical State University
Bachelor of Architectural Engineering Technology

REGISTRATIONS
Registered Architect:
Georgia, #RA009020
LEED Accredited Professional

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

EXPERIENCE

Fayette County School District
Auditorium, Fayette County High School, 373,290 SF, $19,036,222
Starr Middle & Starr's Mill High School RMA, 373,290 SF, $19,036,222
Fayette County Transportation Facility, 55,067 SF, $5,966,601

Forsyth County School District
Academies of Creative Education
154,521 SF, $56,193,424

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

Alanta Public Schools
Lakewood Stadium Replacement, 40,200 SF, $13,585,030

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

JOSH ANDREWS AIA, LEED AP BD+C

LORD AECK SARGENT

PROJECT DESIGNER | LORD AECK SARGENT



As a Principal Designer Josh takes on complex and challenging projects to collaboratively produce creative, innovative, and quality architecture. His attention to the users' goals, matched with the overall design idea and budget, leads to successful, cost effective architectural solutions. Josh will be involved throughout the course of the project to ensure the initial vision is implemented and a successful project is realized. He combines his design talent with technical ability for a diverse group of clients and projects in the fields of education, student life and science.

EDUCATION
Georgia Institute of Technology
Master of Architecture
Bachelor of Architecture

REGISTRATIONS
Registered Architect
GA #040101782S
LEED Accredited Professional
Green Globes Professional
NCARB Certificate Holder

Total Years Experience: 25 years
Total Years With Firm: 23 years

EXPERIENCE

Clemson University
Tillman Hall Auditorium Renovation, 13,700 SF, $8,000,000
Daniel Hall Renovation & Expansion, 128,000 SF, $44,000,000
Barnes Center, 7,000 SF, $2,000,000

Atlanta International School
Master Planning & Programming, 99,639 SF, $49,640
Lower School expansion, 34,200 SF, $11,000,000

Atlanta Public Schools
Howard Middle School Rehabilitation, 205,000 SF, $52,000,000

Camp Twin Lakes
Camp Twin Lakes Rutledge II, 74,115 SF, $22,500,000

Museum School of Avondale Estates
Master Plan, Renovation & Additions, 75,000 SF, $4,000,000

Sayre School
Lower School Concept Design & Feasibility Study, 37,000 SF, $17,500

Grady Memorial Hospital
Center for Teen Health Center, 8,300 SF, $1,000,000

MELISSA TURNBAUGH AIA, NCARB

MSSA PBK

PARTNER, NATIONAL EDUCATION & INNOVATION LEADER | MSSA-PBK



Melissa brings more than 16 years of specialized expertise in the planning, design, and management of educational facilities for both public and private institutions. She is driven by a belief that all students should have equitable access to innovative indoor and outdoor learning environments. With her role as the National Education and Innovation Leader, Melissa serves as a resource and advocate for research-based, student-centered, and purpose-driven learning environments.

EDUCATION
Rice University
Bachelor of Architecture

Total Years Experience: 16+ years
Total Years With Firm: 7+ years

EXPERIENCE

Katy Independent School District
Paetow High School, 624,340 SF, $136,722,588
Tompkins High School, 622,193 SF, $78,087,226

Clear Creek Independent School District
Clear Brook High School Additions & Renovations, 70,799 SF, $20,985,317
Clear Lake High School Rebuild 360,700 SF, $85,750,000

Friendswood Independent School District
Friendswood High School Renovations, 135,210 SF, $44,000,000

Humble Independent School District
Kingwood High School Restoration 184,732 SF, $50,000,000

Houston Independent School District
Bellaire High School Rebuild 396,378 SF, $120,500,000
Mandarin Immersion Magnet School 119,966 SF, $27,275,219

Spring Branch School District
Nottingham Elementary School 106,000 SF, $29,000,000*

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

MATT CHERRY ASLA,PLA

LORD AECK SARGENT

DIRECTOR OF LANDSCAPE ARCHITECTURE | LORD AECK SARGENT



Matt is the firm's Director of Landscape Architecture with a background in urban design, community planning and graphic design. His professional work and experience ranges from urban revitalization studies and transit-oriented developments to detailed site plans and streetscape implementation. Having managed numerous planning efforts throughout Metro Atlanta, he focuses on the application of smart growth and sustainable design principles across a broad range of urban and rural settings.

EDUCATION
University of Michigan
Master of Urban Design
University of Georgia
Bachelor of Landscape Architecture

REGISTRATIONS
Professional Landscape Architect:
GA #LA001709
American Society of Landscape Architects

Total Years Experience: 22 years
Total Years With Firm: 19 years

EXPERIENCE

Atlanta Public Schools
Howard Middle School Rehabilitation, 205,000 SF $52,000,000

Vanderbilt University
Acorn School, 65,000 SF

Camp Twin Lakes
Camp Twin Lakes Rutledge II, 74,115 SF $22,500,000

Atlanta International School
Master Planning & Programming, 69,639 SF $49,640
Track & Field, Playground and Open Space Design, 5 acres, $4,000,000

Gwinnett County Public Library System
Duluth Branch Library, 22,000 SF $5,000,000

Urban Ecology Center
Trees Atlanta, 22,000 SF $10,500,000

Western Carolina University
Tom Apodaca Science Building, 185,000 SF $82,500,000

TURNER BURSON

MSSA PBK

DIRECTOR OF CONSTRUCTION CONTRACT ADMINISTRATION | MSSA-PBK



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

EDUCATION
Auburn University
Bachelor of Building Construction

Total Years Experience: 26+ years
Total Years With Firm: 20+ years

EXPERIENCE

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

Walton County School District
Bay Creek Elementary, School 89,339 SF, $12,125,000
Loganville High School RMA, 214,435 SF, $30,153,889

Henry County School District
McDonough Middle School 143,597 SF, $22,722,401

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

Forsyth County School District
Academies of Creative Education 154,521 SF, $56,193,424

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

PHILIP KEMPAINEN

DIRECTOR OF ATLANTA OFFICE | LEAF ENGINEERS



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

EDUCATION
Louisiana State University
Bachelor of Mechanical Engineering

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

**Indicates Projects Teamed With MSSA-PBK*

EXPERIENCE

Friendswood School District
*New Cline Elementary School, 117,222 SF, $35,000,000**

Cypress-Fairbanks School District
*New Elementary School No. 58, 126,909 SF, $31,352,933**
*Leonard Brautigam Center CTE Additions 11,904 SF, $6,644,000**

Cypress School District
*Elementary School No. 58 126,839 SF, $33,252,000**

Arlington School District
*Alexander Elementary School HVAC Replacement 78,000 SF, $3,600,000**

Spring Branch School District
*Valley Oaks Elementary School Additions 1,630 SF, $233,109**
*Stratford High School Renovations 390,000 SF, $37,498,196**
*Northbrook High School Additions 45,263 SF, $24,885,720**

MATT SICKOREZ PE

VP OF PROJECT MANAGEMENT, ELECTRICAL ENGINEER | LEAF ENGINEERS



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

EDUCATION
University of Houston
Bachelor of Science Electrical Engineering

REGISTRATIONS
Professional Engineer:
Georgia #PE048183
Texas #107736
California #E-20162

Total Years Experience: 17 years
Total Years With Firm: 8 years

**Indicates Projects Teamed With MSSA-PBK*

EXPERIENCE

Cypress School District
*Elementary School No. 58 126,839 SF, $33,252,000**

Friendswood School District
*Cline Elementary School 117,222 SF, $35,000,000**

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

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

Cypress-Fairbanks School District
*Matzke Elementary School Repurpose & Renovations 71,259 SF, $15,870,900**

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

Spring Branch School District
*Nottingham Elementary School 106,000 SF, $29,000,000**

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

JEREMIAH PHILLIPS PE

PRINCIPAL-IN-CHARGE | EBERLY & ASSOCIATES



Jeremiah is Eberly & Associates Partner in Charge for the firm's Education market sector. Mr. Phillips has worked on Public and Private school campuses throughout North Georgia, developing an in-depth understanding of current K-12 and higher education trends, design requirements, and the many school design standards. As the Principal in Charge, he provides oversight during contract pricing, pre-design services, design development, construction documents and construction administration, will provide quality assurance review and ensure that all schedules are met. Jeremiah joined Eberly & Associates in 2005.

EDUCATION
Southern Polytechnic State University
Bachelor of Science
Civil Engineering Technology

REGISTRATIONS
Registered Professional Engineer:
#PE039087

Total Years Experience: 17 years
Total Years With Firm: 17 years

EXPERIENCE
Dekalb County School District
North Druid Hills High School Athletic Fields, 28 acres, $1,000,000
Multi-Campus Mechanical Upgrades
Redan High School Athletic Fields, 3.78 acres, $200,000
Champion Theme Middle School Fire Line, 5 acres, N/A
Peachtree Middle School Site Upgrades, 28.5 acres, $100,000
Nancy Creek Elementary Fire Line, 20 acres, N/A
E.I. Miller Elementary School, 10.98 acres, N/A
Hambrick Elementary School, 5 acres, $80,000
Obama Elementary, 25,000 SF, $8,200,000
Nancy Creek Elementary School, 20 acres, N/A
Kittredge Elementary School, 30.82 acres, N/A

Atlanta Public Schools
Howard Middle School Renovation, 205,000 SF $52,000,000
Walden Athletic Complex, 6.3 acres, $7,200,000

J. MAC WILLETT PE

PRESIDENT AND PRINCIPAL ENGINEER | WILLETT ENGINEERING



Mac Willett is the President and Principal Engineer of Willett Engineering. The company was established in 1990 and provides structural design and project management services in 20+ states. With over 30 years of experience in engineering, Mac's design profile includes structures ranging from single level commercial buildings to multi-level offices, government facilities, K-12 schools, colleges and universities. He also designs industrial complexes and mixeduse communities and has an extensive background in historic preservation and restoration. Mac's portfolio includes erection engineering, analysis of existing structures, plan reviews, specification preparation and construction observation.

EDUCATION
Southern College of Technology
Kennesaw State University
Bachelor of Science
Civil Engineering

REGISTRATIONS
Professional Engineer:
GA #PEF004574

Total Years Experience: 30+ years
Total Years With Firm: 30+ years

**Indicates Projects Teamed With MSSA-PBK*

EXPERIENCE
Dekalb County School District
Midvale Elementary School Addition & Renovation, 1,000 SF New Construction, $500,000
Cedar Grove High School Auditorium, 21,000 SF, $4,800,000
Henderson Middle School Renovation, 51,000 SF, $16,000,000

Fayette County School District
*Booth Middle School Modernization, 137,567 SF, $11,646,275**
*Whitewater High School Addition, 5,519 SF, $695,605**

Atlanta Public Schools
Barack & Michelle Obama Academy, 11,000 SF Total New Construction, 10,000 SF Heavy Renovation, $11,000,000
Midtown High School, 65,000 SF, $17,000,000

Cherokee County School District
*Etowah High School Athletic Facility, 1,035 SF, $3,925,000.00**

Walton County School District
Loganville High School, 180,654 SF, $10,264,813*

5.1.2 PROPOSED PROJECT STAFF AND THEIR FUNCTIONS

ROBERT SCHEIBLY

PROJECT MANAGER, FOOD SERVICE CONSULTANT | CAMACHO ASSOCIATES, INC.

camacho



Robert is a project manager with Camacho with 16 years of experience in food service and laundry design, working with another food service design firms, Revit and BIM 360 modeling software, architectural skills, and food service equipment. With dealer knowledge and experience Robert heads up our Southern Georgia office in Climax, Georgia. Robert ensures each project is technically correct while also meeting the goals and expectations of the end user.

EDUCATION
Florida Atlantic University
Bachelor of Business Administration

Total Years Experience: 16 years
Total Years With Firm: 1 years

EXPERIENCE

Dekalb County School District
Miller Grove High School Culinary Arts Lab, 255,542 SF, $4,321,784
Towers High School Culinary Arts Lab, 1,442 SF, $400,000
Decatur High School Culinary Lab, Chamblee High School, 2,668 SF, $236,000
Decatur High School, 5,054 SF, $555,000
Stone Mountain High School, 1,096 SF, $162,000
Martin Luther King Jr. 9th Grade Academy, 914 SF, $100,00

Fulton County School District
Tri Cities High School, 1,968 SF, $568,000
South STEM High School, 4,133 SF, $867,00

SHAWN LECRONE RRC, RRO, REWO, IIBEC, CD

PRESIDENT, ROOFING/BUILDING ENVELOPE | BEAM PROFESSIONALS

BEAM



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

EDUCATION
IntelliTec College
Occupational Studies

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

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

**Indicates Projects Teamed With MSSA-PBK*

EXPERIENCE

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

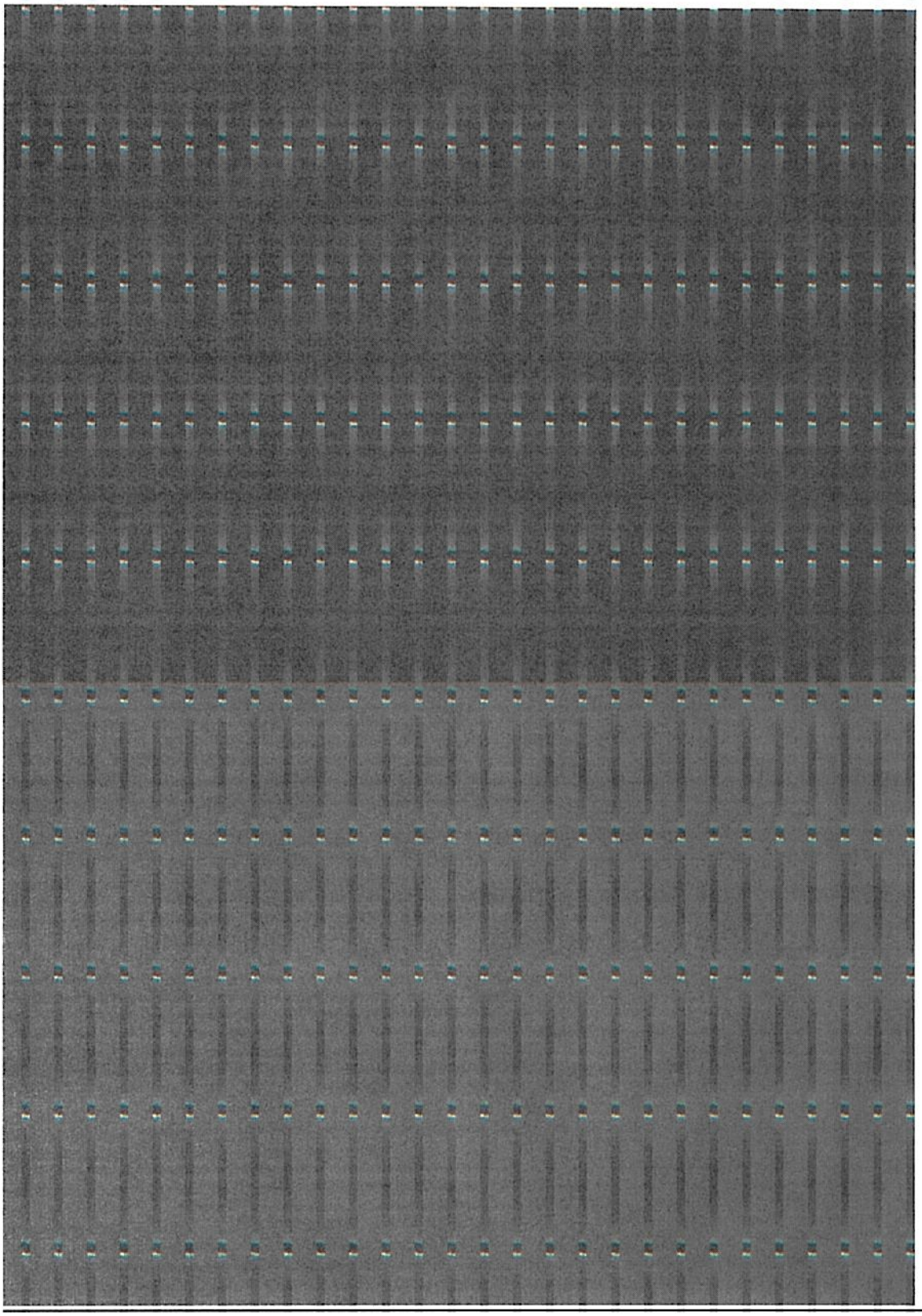
Alief Independent School District
Horn Elementary School 110,801 SF, $10,548,500

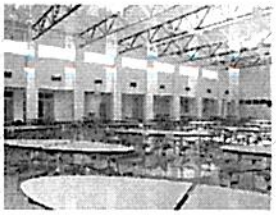
Clear Creek Independent School District
Clear Springs High School 456,000 SF, $54,098,219
Clear Creek High School Rebuild 234,246 SF, $29,403,900

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

Galveston Independent School District
Ball High School 482,557 sqft $245,952,659

Galena Park Independent School District
Galena Park High School 110,810 SF, $10,802,024.35


WORKLOAD


WORKLOAD

MSSA PBK + LORD AECK SARGENT

5.1.5.1 Firms and their sub-consultant(s) shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, and dollars committed on open project workloads. Furthermore, if the submitting firm is a joint venture they shall also include projects for each firm comprising the joint venture.

Our team is dedicated, consistent and follows through.

Our team, including the selected sub-consultants, fully commits the necessary time and resources for the successful completion of the Druid Hills High School Modernization. Our collective team has sufficient staff and resources to work on any solicited project and is very familiar with Georgia's local conditions.

The following pages contain lists that represent outstanding projects and current workload including members proposed on this project team. While the project will be led by the team in our Sugar Hill office it is important to note that MSSA-PBK operates as a "firm without walls" and, as needed, each of our over 800 planning, design, and support professionals can be used for DeKalb County School District's *projects.*

MSSA-PBK - ARCHITECTURE

Owner & Project Name	Percentage Complete	Anticipated Completion Date	Contract Amount
Baldwin County Schools			
[illegible]	Programming	Summer 2023	$210,000
Cherokee County School District			
[illegible]	95% CA	08/01/23	$1,200,000
[illegible]	75% CA	12/01/23	$8,900,000
Clayton County Public Schools			
[illegible]	95% CA	Spring 2023	$70,000
[illegible]	25% DD	Spring 2024	$1,198,000
[illegible]	100% DDs	Spring 2024	$1,100,000
[illegible]	50% DD	Spring 2025	$102,000
Fayette County Schools			
[illegible]	DD	November 2023	$820,000
[illegible]	DD	May 2025	$65,000
[illegible]	DDs	February 2025	$620,000
[illegible]	Programming	August 2024	$820,000
[illegible]	Programming	August 2024	$65,000
[illegible]	Programming	August 2024	$620,000
Forsyth County Schools			
[illegible]	50% DD	12/2023	$670,000
[illegible]	Project Closeout	08/2024	$662,360
Fulton County Schools			
[illegible]	Bidding	TBD	$62,200
Griffin Spalding County Schools			
[illegible]	Design Development	Summer 2023	$12,500
[illegible]	50% DD	Fall 2023	$23,500
[illegible]	50% DDs	Summer 2023	$210,500
[illegible]	Owner Contract Award	02/2023	$231,055
[illegible]	95% CA	07/2023	$272,600
Henry County Schools			
[illegible]	Programming	Fall 2025	$2,200,000
[illegible]	Owner Contract Award	10/5/2023	$748,855
[illegible]	Owner Contract Award	2/2/2023	$228,974
[illegible]	Owner Contract Award	4/2023	$1,750,000
[illegible]	50% DD	05/2023	$1,203,000
[illegible]	95% Summer 2023	9/2023	$70,000
[illegible]	50% CA	09/2023	$230,000
Newton County Schools			
[illegible]	Schematic	Fall 2025	$1,050,000
Thomaston-Upson County Schools			
[illegible]	50% DD	08/2023	$47,000
[illegible]	50% Permit	07/2023	$47,000

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

Tim Adcock
Senior Director of Facility Planning
Forsyth County Schools

MSSA-PBK - CONTINUED

Owner & Project Name	Percentage Complete	Anticipated Completion Date	Contract Amount
[illegible]	10% CA	Summer 2024	$755,124
New Middle School	Schematics	Summer 2025	$3,950,000
Walton County School District			
South Middle School Roof Recover	Construction Contract Award	01/08/2024	$926,260
South Middle School Roof Top HVAC Replacement	Construction Contract Award	01/08/2024	$99,000
[illegible] Elementary Renovation	DM Award	Summer 2025	$480,000
Atha Road Elementary Renovation	DM Award	Summer 2025	$420,000
Auxiliary Gym Addition at Monroe Area High / Walnut Grove High	77% CA	08/16/2024	$575,220
YMCA GA Piedmont			
Site Package - New Walton County YMCA	20% CA	Spring 2024	$214,785
New Walton County YMCA	50% CD	Fall 2024	$687,500

LAS - COLLABORATING ARCHITECT & HISTORIC PRESERVATION

Owner	Project Name	Percentage Complete	Anticipated Completion Date	Contract Amount
[illegible]	[illegible]	22%	2/28/2024	$1,525.49
Barber Middle School	Site Energy & Environmental Science	95%	12/31/2024	$ 252,873.50
Chamblee Charter High	Chamblee Fine Arts Completion	1%	9/30/2024	$ 49,700.00
City of Hapeville	[illegible]	14%	5/31/2024	$ 9,500.00
Clark Atlanta University	Clark Atlanta Art Museum Master Plan	70%	8/31/2023	$ 44,870.00
Community Assistance Center	Community Assistance Center Master Plan	85%	5/24/2024	$ 89,535.00
Decatur Cooperative System for Education	Strategic Facilities Master Plan	95%	6/30/2023	$ 95,000.00
Fox Theatre	Fox Theatre Historic Survey Update	50%	12/31/2024	$ 44,250.00
Frederick Douglass Academy	Frederick Douglass Academy Update	28%	6/30/2025	$ 31,240.00
[illegible]	Upson County Judicial Facility	94%	12/31/2024	$ 50,000.00
Mailbox Alliance	Mailbox - DPI Wall Screening Study	85%	10/31/2023	$ 28,290.00
National Park Service	NPS Cabin Site Documentation Study Upgrades	90%		$ 17,944.41
National Park Service	NPS Cabin Survey & Trail Rehabilitation	74%	7/31/2024	$ 20,029.56
Providence Church	Providence Church Restoration	95%		$ 10,153.00
Rialto Theatre	Rialto Theatre Historic & Preservation Design	45%	12/31/2024	$ 31,890.00
Richard B. Russell Federal Building Annex	Russell Building Annex Historic Survey	5%		$ 12,594.00
The Davis School	The Davis School Preservation & Adaptive	75%	8/31/2025	$ 54,720.00

WILLETT ENGINEERING - STRUCTURAL ENGINEERING

Client & Project Name	Percentage Complete	Anticipated Completion Date	Contract Amount
K.A. Oldham Design			
Crescent Corners Mixed-Use Development	90% CD's	January 2024	$145,000
MSSA-PBK			
Len Lastinger Elementary School	Under Construction	June 2024	$32,000
Upson Lee School Improvements	50% CDs	December 2023	$72,000
Cherokee High School	100% CDs	August 2024	$266,000
Tift County Middle School	35% CDs	June 2024	$96,000
Nelson Worldwide			
Tribble Live Stage	100% CDs	December 2023	$270,000
BRPH			
Lindley Middle School Academy	90% CA	June 2023	$18,000
TowerPinkster			
Perry Central Athletic Complex	10% CA	August 2024	$28,000

EBERLY & ASSOCIATES - CIVIL ENGINEERING

Owner & Project Name	Percentage Complete	Anticipated Completion Date	Dollars Committed
Clayton County Public Schools			
Connection Center	Permitting	8/2025	$29,000
Forest Park Middle School	75% CA	8/2024	$20,000
Druid Hills HS Athletic Field Upgrades	90% CA	7/2023	$6,000
Redan HS Athletic Fields Upgrades	90% CA	7/2023	$1,000
DCSS Multi Campus Mechanical Upgrades	Permitting	9/2024	n/a
Atlanta Public Schools			
Stanton Elementary	Permitting	8/2024	$24,000
Toomer Elementary	100% CD	7/2024	$22,000
Cobb County Public Schools			
Pebblebrook HS Renovation	90% CA	8/2023	$1,500

CAMACHO ASSOCIATES - FOOD SERVICE

Owner & Project Name	Percentage Complete	Anticipated Completion Date	Contract Amount
MSSA – PBK Architects			
Tift County Middle School	100% SD	Spring 2024	$4,500
Hendrick Architects			
600 Montgomery Hotel	50% CD's	Summer 2024	$5,345
CCK Architects			
Culberson Law Center	100% CD's	Fall 2024	$19,625
CCR Architects			
University of Alabama - Wellness Recreation Center	95% CD's	Summer 2024	$9,875
Rob Diedrich Chi			
The Lounge LA	50% CD's	Summer 2024	$21,250
McMillan Pazdan Smith Architect			
Cherokee Indian Hospital Authority Long Term Care	100% CD's	Summer 2024	$25,250
Pruyser PM			
Park Hyatt at Beaver Creek Resort	100% PN	Winter 2023	$15,400
Architect			
NDA - Correction Project	95% CD's	Ongoing	N/A
CCR Group			
G. Ross Bell Jefferson County Youth Detention Center	100% CD's	Fall 2024	$16,600



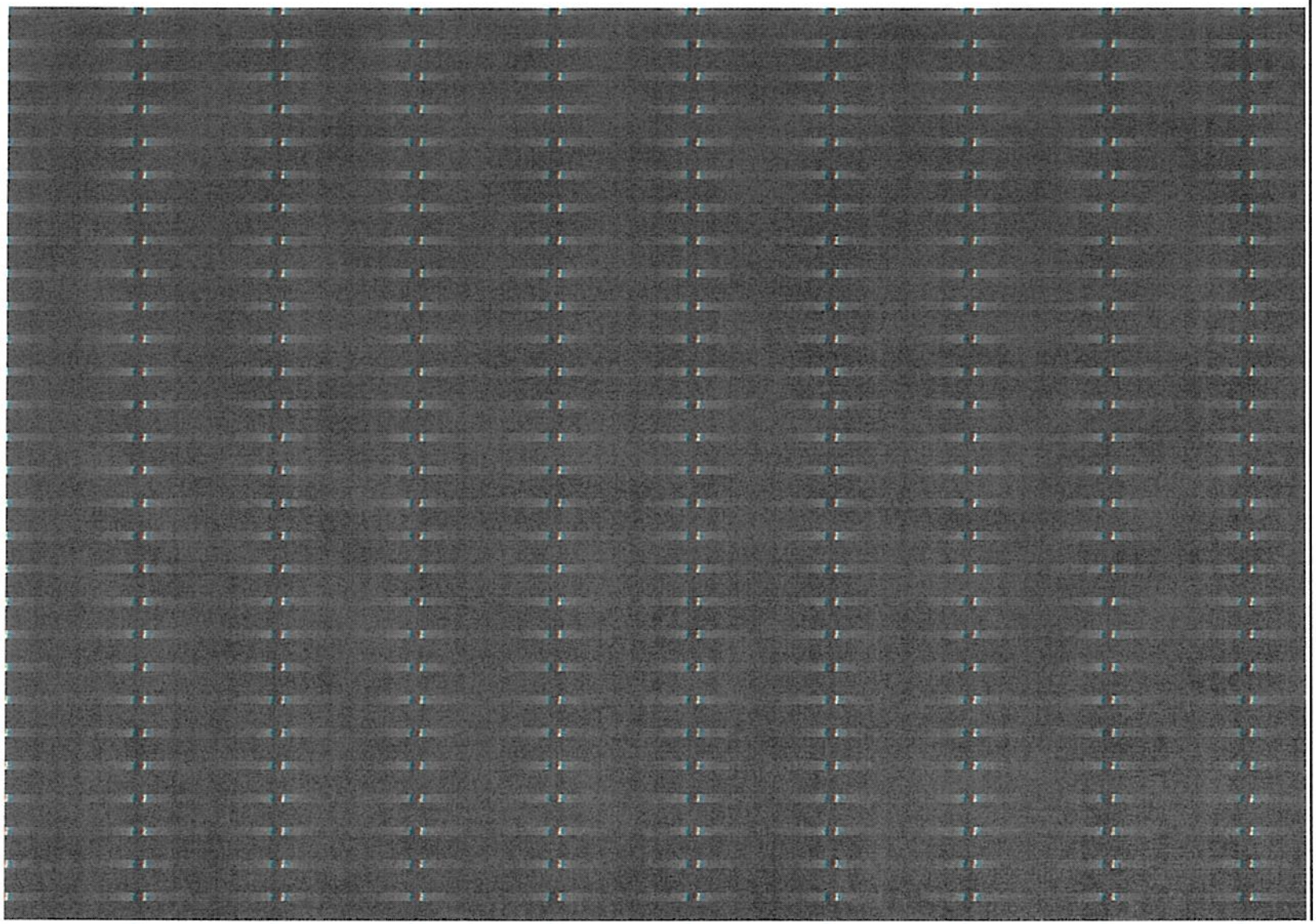






Loganville High School ▪
Walton County School District

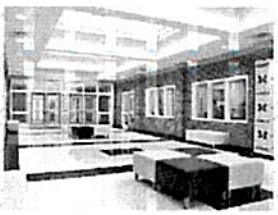
DESIGN FEE



113







DESIGN FEE

MSSA PBK + LORD AECK SARGENT

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

STRAIGHTFORWARD, INCLUSIVE FEE STRUCTURE (ESTIMATED)

The proposed design fee for the Druid Hills High School Modernization (DCSD Project Nos. 23-752-016) for Architectural and Engineering Services is $350,000.00. The proposed fees are inclusive of all travel and printing expenses necessary to complete each phase of the assignment.

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

Shown below is page 2 of 5 of *Attachment C: Design Fee Proposal Form*, however, due to scope of this project the provided form indicates N/A per the RFQ documents. We are happy to provide additional fee breakdown if further information is requested.

Preliminary Design and Consultation/ Examination Report	$ N/A
Schematic Design Phase	$ N/A
Design Development Phase	$ N/A
Construction Document Phase: 30% Complete CD phase	$ N/A
60% Complete CD Phase	$ N/A
100% Complete CD Phase	$ N/A
Sub-Consultants	$ Included in Fee
FF&E Services	$ N/A
Reimbursable Expenses	$ Included in Fee
Construction Administration Fee (Maximum of 15% of Fee Required)	$ N/A
TOTAL LUMP SUM	$ $350,000.00

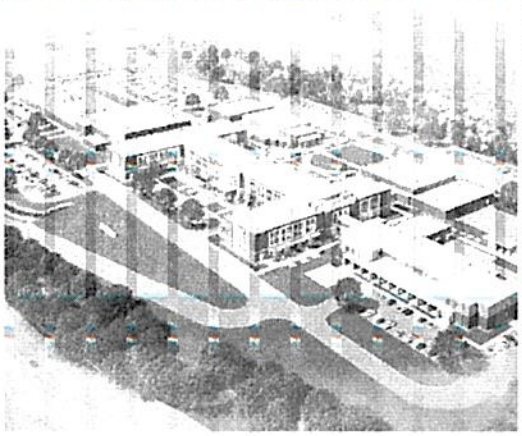
5.1.5 DESIGN FEE

800+

MSSA-PBK+Lord Aeck Sargent acknowledges Addendum No. 1 and No. 2 posted on IonWave for this RFQ.

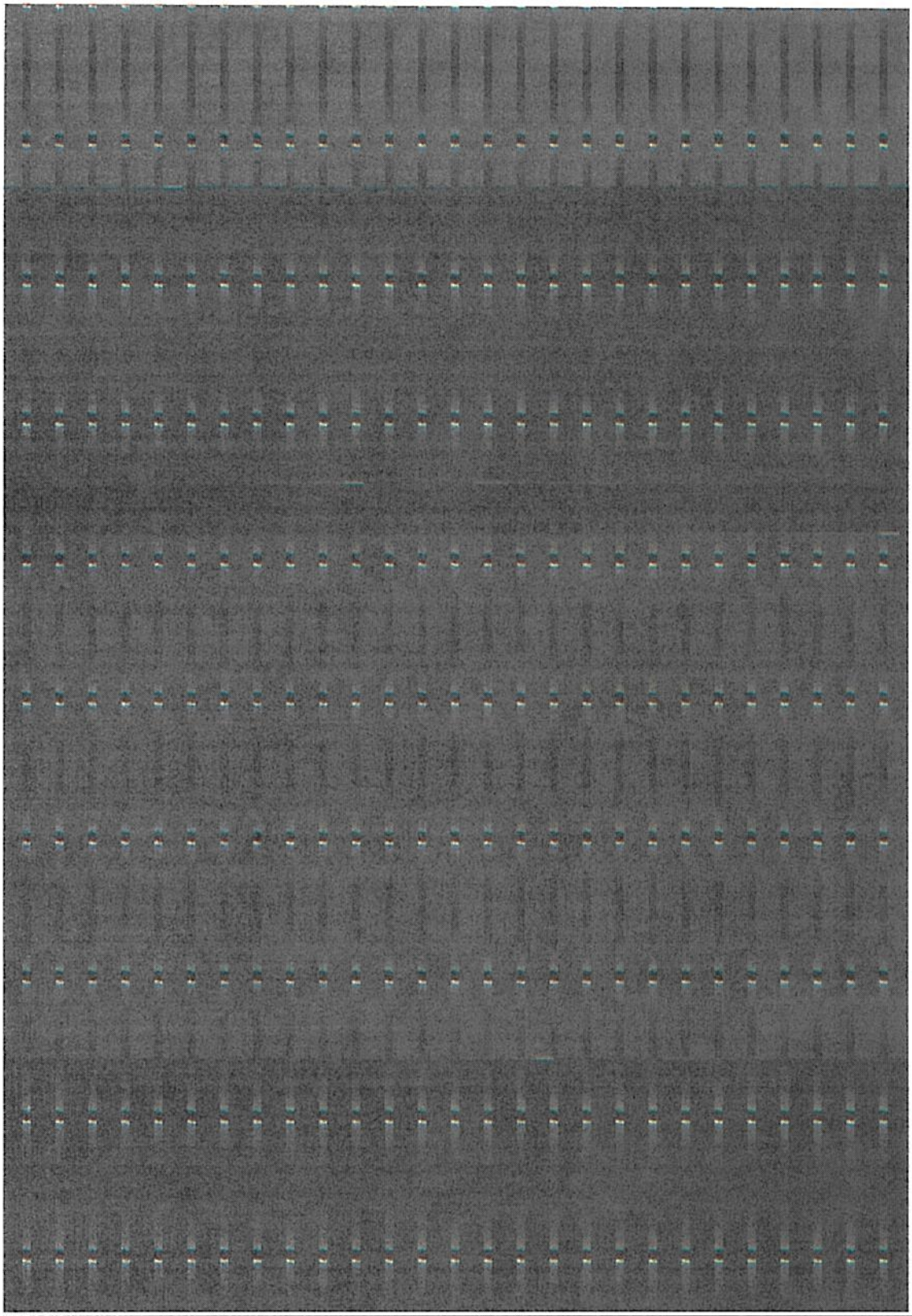
Acknowledged. MSSA-PBK has filled in all blanks in the "Attachment C: Design Fee Proposal Form". Please view the complete attachment uploaded to the IonWave portal.







Cherokee High School Renderings ■ Cherokee County School District







REFERENCES

MSSA PBK+ LORD AECK SARGENT

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

Our team has successfully delivered numerous K-12 projects throughout DeKalb County and surrounding regions, as well as 2 projects with DCSD specifically. Through this work, we have learned that how and when information is collected, processed, integrated, shared and communicated is absolutely vital to project quality and success. We intend to employ an inclusive, consensus based and highly interactive approach. It will include numerous workshops, interactive websites, one-on-one discussions, surveys, case studies and presentations; all will be aimed at bringing stakeholders and key decision makers into agreement on the parameters, goals, budget, and planning principles that will guide project evolution and delivery. A critical path decision making schedule will be developed to inform and guide all participants.

Business Culture

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

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

Can Do Business Philosophy emphasizes MSSA-PBK+Lord Aeck Sargent's soul personality - we go above and beyond the call of duty to ensure our clients get the best possible service in the industry.




Dr. Thomas J. Rendle High School ▪ Lamar Independent High School

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

April 24, 2023

To Whom It May Concern,

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

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

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

Sincerely,

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

HISD Construction Services

Cherokee
County
School
District

DR. BRIAN V. HIGHTOWER
Superintendent of Schools

KYLA GROVER
Vice Chairman, Post

KELLY POOLE
Vice Chairman, Post

MIKE CHAPMAN

JOHN HARMON

PATSY JORDAN

CLAY MENARD

ROBERT REDMOND

17 July 2019

SUBJECT: Request for Qualifications – Manley Spangler Smith Architects

To Whom It May Concern:

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

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

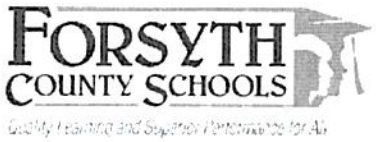
If additional information from Dr. Brian V. Hightower, Superintendent of Schools, is necessary, his email address is brian.hightower@cherokee12.net and the phone number to reach his office is 770.479.1871. Additionally, please feel free to call my office at 770.721.6446 with any questions regarding this matter.

Regards,

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

WJS:dm

1905 Bluffs Parkway
Canton, Georgia 30114
770.479.1871
www.cherokee12.net



Dr. Jeffrey Bearden, Superintendent • 1120 Dahlonega Highway • Cumming, Georgia 30040 •
Telephone 770 887 2461 • Fax 770 781 6832

To Whom It May Concern:

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

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

The quality of the project documents and successful project completion earned Manley Spangler Smith Architects the award of the Alliance Academy for Innovation, a non-traditional high school for 1,200 students. Alliance Academy is a 3-story, high level technical career center with over 188,000 square feet. The unique building design was incorporated into the topographical feature known as "Bald Ridge" overlooking Lake Lanier. The design began in March 2016 and released for construction by November 2016. The project was substantially completed April 2018 and staff is occupying the building, preparing for the start of school. Manley Spangler Smith Architects will be continuing work on this site with a 900-space student parking deck this year.

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

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

Respectfully,

Tim Amerson
Tim Amerson
Director of Facility Planning

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



MSSA PBK

MSSA-PBK ■ 5013 WEST BROAD STREET ■ SUITE M107 ■ SUGAR HILL, GEORGIA 30518 ■ P. 770 217 6473

MSSA-PBK.com
LORDAECKSARGENT.com

EXHIBIT "F"

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-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

544350 — EEV/Basic Pilot Program User Identification Number

04/17/2012 — 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.

MSSA-PBK — Company Name / Contractor Name

09/11/2023 — Date

BY: Signature of Authorized Officer or Agent

Sept. 11, 2023 — Date

Managing Partner-GA — Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF September, 20 23

Samantha Shockley
Notary Public
My Commission Expires: 01-03-2026



EXHIBIT "G"

SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

1708548 — EEV/Basic Pilot Program User Identification Number

06/23/21 — Date of Authorization

N/A

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

Karen M. Gravel — BY: Authorized Officer or Agent

09/11/23 — Date

Lord Aeck Sargent Planning & Design, Inc.
(Subcontractor Name)

Principal & Director of Historic Preservation
Title of Authorized Officer or Agent of Subcontractor

Karen M. Gravel
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF September, 2023

Eva M. Hare
Notary Public
My Commission Expires: 09/14/24

EVA M. HARE NOTARY PUBLIC FULTON COUNTY, GEORGIA COMMISSION EXPIRES SEPTEMBER 14, 2024

EXHIBIT "G"

SUBCONTRACTOR AFFIDAVIT

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

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

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

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(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

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EEV/Basic Pilot Program User Identification Number

Date of Authorization

E-Verify ID#311503; 08/25/2011

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

BY: Authorized Officer or Agent

9/8/2023
Date

Eberly & Associates, Inc.
(Subcontractor Name)

Associate
Title of Authorized Officer or Agent of Subcontractor

Jeremiah Phillips
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
9th DAY OF September, 20 23

Notary Public
My Commission Expires: 11/12/2024



EXHIBIT "G"

SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

194291 — EEV/Basic Pilot Program User Identification Number

03/02/2009 — Date of Authorization

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

BY: Authorized Officer or Agent

September 8, 2023 — Date

Willett Engineering Compan

(Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

John M Willett

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8 DAY OF September, 2027

Notary Public

My Commission Expires: 3/16/2027



EXHIBIT "G"

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:

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

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

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

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

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

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

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

154511
EEV/Basic Pilot Program User Identification Number

09/24/2008
Date of Authorization

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

Anja M. Kuechenmeister
BY: Authorized Officer or Agent

09/11/2023
Date

Joseph Camacho Associates (d.b.a. "camacho"
(Subcontractor Name)

Marketing Director
Title of Authorized Officer or Agent of Subcontractor

Anja Kuechenmeister
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11 DAY OF Sept., 2023.

Vinod K. Sagar
Notary Public
My Commission Expires: 11/11/2027



EXHIBIT H
AFFIDAVIT OF EXEMPTION
(Under O.C.G.A. § 13-10-91(b)(1))

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

(a) I am exempt under Title 26 or Title 43

(b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:

(i.) immediately notify the School District in writing; and

(ii.) register with, participate in and use, a federal work authorization program 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; and

(iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

_____/_____

Signature Printed Name Title

By signing above you are certifying that the representations made herein are true and correct.

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

_____

Notary Public

My Commission Expires: _____