

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

**Design
Professional:** KHAFRA Engineering Consultants, Inc.

**Design
Professional Address:** 233 Peachtree Street NE, Suite 2575
Atlanta, GA 30303

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

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **KHAFRA Engineering Consultants, Inc.**, authorized to do business in the State of Georgia, whose business address is **233 Peachtree Street NE, Suite 2575, Atlanta, GA 30303** (hereinafter referred to as the "DESIGN PROFESSIONAL"). This Contract shall be effective on the date executed by the last party to execute it.

WITNESSETH:

WHEREAS, it is in the best interests of OWNER to be able to obtain professional architectural and **engineering** services expeditiously when a need arises in connection with a study or a partial or entire DeKalb County School District construction project; and

WHEREAS, Board Policy DJE, Section III, makes provisions for contracts for professional services; and

WHEREAS, OWNER has selected DESIGN PROFESSIONAL in accordance with the provisions of Board Policy DJE, and DESIGN PROFESSIONAL will provide professional architectural engineering **services** as directed by OWNER for such projects and tasks as may be required on an as needed basis by OWNER.

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

ARTICLE 1

DESIGN PROFESSIONAL'S RESPONSIBILITIES

1.1 From time to time upon request or direction of the OWNER as hereinafter provided, DESIGN PROFESSIONAL shall provide to OWNER professional architectural engineering services (hereinafter the "Services"). All Services to be provided by DESIGN PROFESSIONAL pursuant to this Contract shall be in conformance with the scope of services, which shall be described in a Work Authorization issued pursuant to the procedures described herein. The form of the Work Authorization is set forth in **Exhibit B** attached hereto and incorporated herein by reference. Any proposed deviation from the Services set forth in the Work Authorization must be brought to OWNER'S attention in writing by DESIGN PROFESSIONAL and all such deviations must be expressly approved by OWNER in writing in advance.

1.1.1 All Services must be authorized in writing by OWNER in the form of a Work Authorization, and DESIGN PROFESSIONAL shall not provide any Services to OWNER unless and to the extent they are required in a written Work Authorization. Any Services provided by DESIGN PROFESSIONAL without a written Work Authorization shall be at DESIGN PROFESSIONAL'S own risk and OWNER shall have no liability or responsibility for payment for such Services.

1.1.2 As OWNER identifies certain Services it wishes DESIGN PROFESSIONAL to provide pursuant to the terms of this Contract, OWNER shall request a proposal from DESIGN PROFESSIONAL for such Services, said proposal to be in compliance with the terms

of this Contract and in the form of **Exhibit G** attached hereto and incorporated herein by reference. If the parties reach an agreement with respect to such Services, including, but not limited to the scope of those Services and the compensation to be paid for such Services, then Owner shall prepare a Work Authorization which incorporates the terms of the understanding reached by the parties with respect to such Services, and if both parties are in agreement therewith, they shall jointly execute the Work Authorization. The OWNER's proposal documents for each Project shall be attached hereto as **Exhibit A** and incorporated herein by reference.

- 1.1.3 Upon execution of a Work Authorization as aforesaid, DESIGN PROFESSIONAL agrees to promptly provide the Services required thereby, in accordance with the terms of this Contract, the subject Work Authorization, the Schedule (as defined in Paragraph 3.1 hereof), and all applicable laws, ordinances, rules and regulations.
- 1.1.4 It is mutually understood and agreed that the nature, amount, and frequency of the Services shall be determined solely by OWNER and that OWNER does not represent or guarantee unto DESIGN PROFESSIONAL that any specific or minimum number of Services will be requested or required of DESIGN PROFESSIONAL pursuant to this Contract.
- 1.1.5 DESIGN PROFESSIONAL agrees that upon request of OWNER under this Contract Design Professional will provide bidding assistance and construction contract administration services as needed.
- 1.1.5 DESIGN PROFESSIONAL shall have no authority to act as the agent of OWNER under this Contract or to obligate OWNER in any manner or way. DESIGN PROFESSIONAL is an independent contractor, and neither it nor any of its agents, servants or employees will be an employee or agent of the Owner. Nothing contained in this Contract shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between OWNER and DESIGN PROFESSIONAL.
- 1.1.6 All duly executed Work Authorizations shall be and are hereby incorporated into and made a part of this Contract by reference.
- 1.2 DESIGN PROFESSIONAL agrees to obtain and maintain throughout the period of this Contract all such licenses and permits as are required for DESIGN PROFESSIONAL to do business in the State of Georgia and in DeKalb County, including, but not limited to, all licenses and permits required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by DESIGN PROFESSIONAL pursuant to this Contract.
- 1.3 DESIGN PROFESSIONAL agrees that, when the Services to be provided hereunder relate to a professional service which, under the laws of the State of Georgia, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ and/or retain only qualified personnel to provide such Services.
- 1.4 DESIGN PROFESSIONAL hereby designates John Ray as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Contract. For each Work Authorization, DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, DESIGN PROFESSIONAL acknowledges that the Principal in Charge and Representative(s)

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

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

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

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

ARTICLE 2

OWNER'S RESPONSIBILITIES

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

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

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

ARTICLE 3

SCHEDULE

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

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

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

ARTICLE 4

COMPENSATION

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

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

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

ARTICLE 5

OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

ARTICLE 6

MAINTENANCE OF RECORDS

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

ARTICLE 7

INDEMNITY

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

ARTICLE 8

ERRORS AND OMISSIONS INSURANCE

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

ARTICLE 9

OTHER INSURANCE

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

ARTICLE 10

SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF

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

ARTICLE 11

WAIVER OF CLAIMS

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

ARTICLE 12

TERMINATION OR SUSPENSION

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

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

ARTICLE 13

PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 14

CONFLICT OF INTEREST

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

ARTICLE 15

APPLICABLE LAW

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

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 18

COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER

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

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

ARTICLE 19

ASBESTOS STATEMENT

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

ARTICLE 20

MANDATORY ADDENDUM TO THE OWNER/DESIGN PROFESSIONAL AGREEMENT

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

ARTICLE 21

ENTIRE AGREEMENT

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

ARTICLE 22

MODIFICATION

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

ARTICLE 23

NOTICES AND ADDRESS OF RECORD

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

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

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

**KHAFRA Engineering Consultants, Inc.
233 Peachtree Street NE, Suite 2575
Atlanta, GA 30303**

ATTENTION: John Ray

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

ARTICLE 24

MISCELLANEOUS

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

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

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

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: _____
[Signature]

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

By: _____
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

[Date of Execution]

DESIGN PROFESSIONAL:

[Typed Name]

By: _____
[Signature]

[Printed Name, Title]

[Printed Address]

[Date of Execution]

Erick Hofstetter, Chief Operating Officer

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

A. Professional Architectural and Engineering Services

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

B. Professional Architectural and Engineering Services

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

C. Professional Architectural and Engineering Services

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

D. Professional Architectural and Engineering Services

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

E. Professional Architectural and Engineering Services

Revised Appendix D Design Guidelines (54 Pages)

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

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

Addendum No. 3 Dated January 24, 2024

Attachments:

A. Professional Architectural and Engineering Services

RFC No. 1 (2 Pages)

EXHIBIT "B"

WORK AUTHORIZATION FORM

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

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

PROJECT NAME AND NUMBER

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

SCOPE OF SERVICES

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

SCHEDULE

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

COMPENSATION

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

EXHIBIT "C"

STAFFING SCHEDULE

<u>Name</u>	<u>Function</u>
John Ray	Project Manager/Senior Architect
Charles Winkler	Senior Electrical Engineer
Bryan Kler	Senior Mechanical, Plumbing and Fire Protection Engineer
Michael Bodewes	Senior Civil Engineer
Valentino T. Bates	Principal/Civil Engineer
Civil:	KHAFRA Engineering Consultants, Inc
Structural:	KHAFRA Engineering Consultants, Inc
Mechanical:	Timberhood Consulting, LLC
Plumbing:	Timberhood Consulting, LLC
Electrical:	KHAFRA Engineering Consultants, Inc
Kitchen Consultant:	TBD, KHAFRA is prepared to contract if task is required.

EXHIBIT “D”

RATE SCHEDULE

ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 1 of 5

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

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

KHAfra Engineering Consultants, Inc.

[legal name of Architect]

233 Peachtree Street NE, Suite 2575

Atlanta, GA 30303

[address of Architect]

404.525.2120; mobile: 205.542.3438

[telephone number of Architect]

jray@khafra.com

[email address of Architect]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>203.21</u> per hour
Director:	\$ <u>203.21</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>169.57</u> per hour
Project Architect:	\$ <u>144.09</u> per hour
Project Manager:	\$ <u>144.09</u> per hour
Project Coordinator:	\$ <u>104.45</u> per hour
Interior Designer:	\$ <u>108.56</u> per hour
Project Captain:	\$ <u>115.91</u> per hour
Technical Staff:	\$ <u>85.93</u> per hour
Contract Administrator:	\$ <u>80.91</u> per hour
Clerical:	\$ <u>75.79</u> per hour

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 2 of 5

Estimator:	\$ <u>155.28</u> per hour
Scheduler:	\$ <u>124.39</u> per hour
Designer:	\$ <u>81.43</u> per hour
CADD:	\$ <u>85.93</u> per hour
Civil Engineer	\$ <u>159.99</u> per hour
Junior Civil Engineer	\$ <u>102.11</u> per hour
Civil Draftsman	\$ <u>107.27</u> per hour
Structural Engineer	\$ <u>166.60</u> per hour
Junior Structural Engineer	\$ <u>115.73</u> per hour
Structural Draftsman	\$ <u>92.21</u> per hour
Mechanical Engineer	\$ <u>164.10</u> per hour
Junior Mechanical Engineer	\$ <u>124.39</u> per hour
Mechanical Draftsman	\$ <u>90.46</u> per hour
Electrical Engineer	\$ <u>170.47</u> per hour
Junior Electrical Engineer	\$ <u>115.91</u> per hour
Electrical Draftsman	\$ <u>85.71</u> per hour
Fire Protection Engineer	\$ <u>161.10</u> per hour
Junior Fire Protection Engineer	\$ <u>124.39</u> per hour
Fire Protection Draftsman	\$ <u>90.46</u> per hour
FF&E Coordinator	\$ <u>101.50</u> per hour
Others as appropriate	\$ _____ per hour

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

<u>NAME</u>	<u>FUNCTION</u>
<u>John Ray, AIA</u>	<u>Project Manager/Senior Architect</u>
<u>Charles Winkler, PE, LEED AP, BD+C</u>	<u>Senior Electrical Engineer</u>
<u>Bryan Kler, PE, CEM, LEED AP</u>	<u>Senior Mechanical, Plumbing and Fire Protection Engineer</u>
<u>Michelle Bodewes, PE, ENV SP</u>	<u>Senior Civil Engineer</u>
<u>Valentino T. Bates, PE</u>	<u>Principal/ Civil Engineer</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Civil:	<u>KHAFRA Engineering Consultants, Inc.</u>
Structural:	<u>KHAFRA Engineering Consultants, Inc.</u>
Mechanical:	<u>Timberhood Consulting, LLC</u>
Plumbing:	<u>Timberhood Consulting, LLC</u>
Electrical:	<u>KHAFRA Engineering Consultants, Inc.</u>
Kitchen Consultant:	<u>TBD, KHAFRA is prepared to contract if task is required.</u>

- c.** The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
Addendum No. 1 - 1/8/24; Addendum No. 2 - 1/12/24; Addendum No. 3 - 1/24/24
- d.** The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e.** The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f.** The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g.** The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

John T. Ray, AIA.

[typed name of Architect]

By:  [seal]

[signature]

John Ray, AIA, Architect/Project Manager

[typed name and title]

233 Peachtree NE, Suite 2575, Atlanta, GA 30303

[address of Architect]

(404) 525-2120

[business telephone number]

January 31, 2024

[date of execution]

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

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 5 of 5

(For Joint Venture Proposals)

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

Respectfully submitted _____,
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(____) _____
[business telephone number]

[date of execution]

EXHIBIT "E"

OTHER INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "F"

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

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

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

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

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

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

or

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

(Architectural or Engineering Firm)

(Signature of Architect or Engineer)

(Date)

(Georgia Architectural or Engineering License Number)

(Seal and Signature)

EXHIBIT "G"

DESIGN PROFESSIONAL PROPOSAL



RFQu No. 24-752-017

Professional Architectural/Engineering Services

A local team with a vested commitment to partnering with DeKalb County School District.

Satisfaction-proven experience with several school districts, including DeKalb County.

A lean, multi-disciplined team of professionals.

February 1, 2024

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



February 1, 2024

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

**Re: RFQu No. 24-752-017
Professional Architectural/Engineering Services**

Dear Procurement Manager:

DeKalb County School District has been a valued client of **KHA Fra** Engineering. We are pleased to submit our proposal in response to the above referenced opportunity along with our team member, Timberhood Consulting.

Once engaged the **KHA Fra** Team will adapt our approach to meet the needs of the specific projects and requirements of the specific task orders that will form the scope of work under this contract. The **KHA Fra** team understands the need for, and advantages of flexibility and a large staff with the ability to respond to a wide range of needs whether it be assessments, facility design, review of technical documents or other needs that may arise.

KHA Fra understands the need for an experienced project manager. We have assigned for this contract John Ray, AIA who has implemented successful project approach for standby/task order contracts for over 30 years and for numerous clients. He is experienced in assembling teams as specifically best suited for each task order and guiding the project execution to deliver exceptional service that meets or exceeds the scope, schedule and cost objectives. John has worked successfully with school systems and will hit the ground running in delivering quality projects.

We appreciate the opportunity to provide the enclosed qualifications and look forward to using our expertise to bring value and high stakeholder satisfaction to the DeKalb County School District. The **KHA Fra TEAM** would be honored to provide expert professional services to DeKalb County School District on this contract. We are prepared to serve you.

Sincerely,
KHA Fra ENGINEERING CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'Valentino T. Bates'.

Valentino T. Bates, P.E.
President
233 Peachtree Street NE
Suite 2575
Atlanta, GA 30303
404.525.2120 x229
Fax: 404.525.3611
vbates@khafra.com

**233 Peachtree Street, N.E.
Suite 2575
Atlanta, Georgia 30303**

**Phone (404) 525-2120
Fax (404) 525-3611
www.khafra.com**



KHA FRA

COMPLIANCE
INFORMATION

Section I- Compliance Information

A. Business Certification

KHAFRA Engineering Consultants, Inc., (KHAFRA) a corporation, is certified by the Georgia Secretary of State to do business in Georgia. A copy of the certification is included in this submission response.

B. Licensing

KHAFRA and our subconsultant, Timberhood Consulting, Inc. (Timberhood) are both professional design consultants registered with the State of Georgia as Professional Architects/Engineers. Our licenses are included in this submission response.

C. Years in Business

KHAFRA has been in business for 37 years and Timberhood has been in business for 18 years.

D. Office Locations

KHAFRA

Atlanta, GA	223 Peachtree Street NE, Ste 2575, Atlanta, GA 30303	PH 404-525-2120
Baltimore, MD	1101 E. 33rd, 3rd Floor, #B304, Baltimore, MD 21218	PH 443.869.6302
Birmingham, AL	420 North 20th Street, Ste 2200, Birmingham, AL 35203	PH 205-252-8353
Buffalo, NY	300 Pearl Street, Ste 500, Buffalo, NY 14202	PH 716-849-8739
Dallas, TX	1717 McKinney Avenue, #700, Dallas, TX 75202	PH 214-689-9100
Houston, TX	440 Benmar Drive, Ste 3326, Houston, TX 77060	PH 713.930.9956
Indianapolis, IN	445 N. Penn. Street, Ste 811, Indianapolis, IN 46204	PH 317-453-2026
Louisville, KY	312 South Fourth Street, Suite 700, Louisville, KY 40202	PH 502.584.8599
New York, NY	10 Grand Central, 5 th Floor, New York, NY 10017	PH 646.668.4099

Timberhood

Dunwoody, GA	4946 Leisure Valley, Dunwoody, GA 30338	PH 770-407-2394
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E. Owners and Officers

President	Valentino T. Bates, PE
V. President	Brandon L. Hewitt, PE
Secretary	Michael Leung, PE
Treasurer	Elias Zewde, PE
V. President, Operations	Waymon Jones
Board Member	Charles W. Raine, AIA

F. Conflicts of Interest

Neither KHAFRA nor Timberhood possess any existing or conceivable conflicts of interest.

G. Financial Statement

KHAFRA is a financially stable company as shown in our latest financial audit included with the submission response.

H. Insurance Capacity

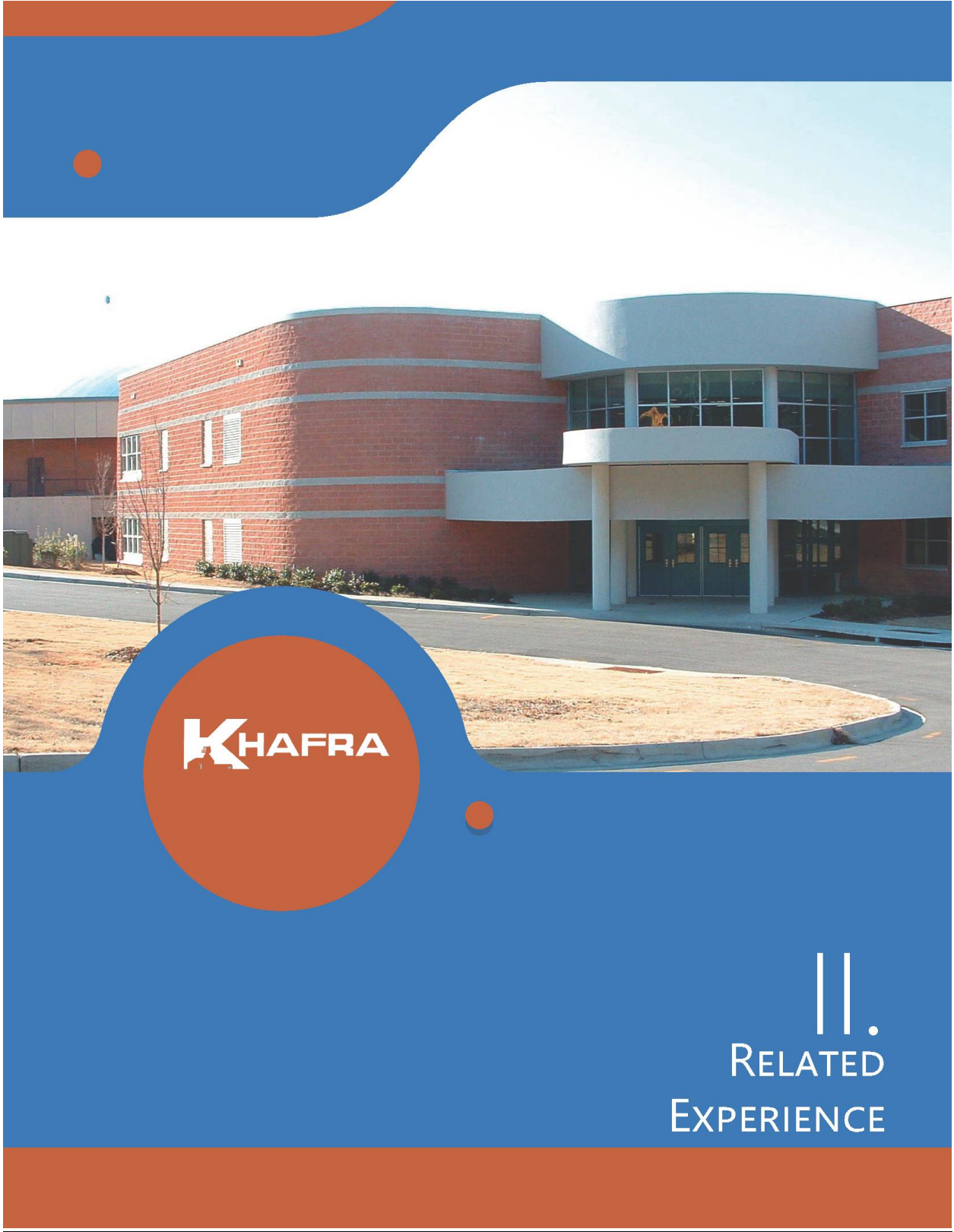
KHAFRA's insurance capacity is as shown on the certificate of insurance with the submission response.

I. Litigation

KHAFRA does not have any litigation matters to disclose.

J. Insurance Claims

KHAFRA does not have any professional liability claims to disclose.



KHAFRA

II.
RELATED
EXPERIENCE

Section II- Related Experience



KHA FRA Engineering Consultants, Inc. (KHA FRA), an award-winning professional engineering and architectural design services firm was incorporated in Atlanta, GA in May 1986. As a 100% minority owned, full-service architectural and engineering firm, KHA FRA is experienced in delivering complete design consulting services beginning with conceptual facility planning and proceeding through the design phase concluding with field construction supervision. The firm specializes in serving the needs of public, industrial, commercial, institutional, municipal, and federal clients. We will provide Architecture, Electrical Engineering, and other Engineering Support and Project Management.



Timberhood Consulting (THC) is our mechanical and plumbing engineering consultant. Timberhood Consulting is more than a full-service engineering consulting firm involved with mechanical, electrical and plumbing design. Since 2005, Timberhood Consulting, LLC, has provided full-service engineering design and consulting services for hundreds of K-12 and Higher Education, Commercial, Government, Federal Institution and Retail clients. Bryan Kler founded Timberhood Consulting after many years working in Atlanta as a design engineer and recognizing an opportunity for high quality engineering design and consulting services in Atlanta.

KHA FRA EXPERIENCE

DeKALB COUNTY SCHOOLS- 5 SCHOOL RENOVATIONS
DeKalb County, GA

Scope: Architectural, Structural, Civil, Electrical, and Interior Design

Key Personnel: John Ray, AIA; Dietrich Bankhead, PE, SE, PMP

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

Interim Superintendent: Dr. R. Stephen Green (former superintendent); Phone: 678.676.1200; Fax: N/A

User's Rep: Mr. Bobby Moncrief, Director of Facilities; Phone: 678.767.1456; Fax: N/A (The User's Representative is no longer in the position)

The chart below illustrates the construction cost and completion date of the schools. The project description starts on the previous page.

DeKalb Tech HS	
Construction Cost	\$507,000.00
Completion Date	7/20/2017
International Student Center	
Construction Cost	\$484,000.00
Completion Date	10/20/2017
Toney Elementary School	
Construction Cost	\$1,543,940.87
Towers High School	
Construction Cost	\$732,059.56
Completion Date	9/08/2017

KHAFRA provided full professional architectural and engineering services for renovations to Meadowview ES, Toney ES, Midway ES, Towers HS, and DeKalb HS of Technology South. The scope includes HVAC equipment replacement, roofing, replacement of kitchen equipment, ADA upgrades to restrooms, domestic and sanitary system replacement, electrical & lighting replacement, and site improvements at the five (5) schools. In addition, the scope also includes ADA and fire life safety as necessary. The facilities added up to 400,577 square feet.



Execution of the project began with in-depth interviews of Dekalb County staff to establish project requirements and goals at project initiation. We then followed performing on-site field investigations to establish a valid set of drawings for existing conditions to serve as the basis for documenting the new designs. We took extensive digital photos and videos which reduced time spent at each school and allowed us to minimize the cost of the field effort. We observed and surveyed the following existing conditions to tailor alternate design approaches for upgrading and improving building systems of each school:

- a. Thoroughly examine all roof surfaces and roof drainage of buildings scheduled for roof replacements at Towers High School and Toney Elementary School to determine the criteria for replacement and determine whether substrate replacement will be necessary.
- b. Determine Life Safety Upgrades required for all schools.
- c. Thoroughly review the site to assess problems of parking access, drainage and site erosion problems, pavement conditions, and other areas in need of improvements at DeKalb HS of Technology South and Meadowview ES.
- d. Determine the scope of ADA improvements required at each school.
- e. Assess HVAC needs at gyms where improvements were scheduled at Midway ES and Toney ES and evaluate whether 20-ton package units will satisfy ventilation needs. Also determined locations for units and assessed existing infrastructural support for such each unit.
- f. Evaluate sanitary sewer system conditions at Midway Elementary School.
- g. Examine the physical condition of grease traps and associated sanitary lines located at Culinary Arts Lab at Towers High School, and the backflow preventer at DeKalb HS of Technology South.
- h. Determine the extent of replacement required of the exterior water supply lines at Midway Elementary School.
- i. Examine location for new door required between the Culinary Arts Kitchen and the Culinary Arts Classroom at Towers High School.
- j. Examine the physical conditions of ancillary buildings at Tower High School (storage, dugouts, concessions, etc.) to determine improvement needs and functional efficiency needs.
- k. Determine the extent of light fixture upgrades at DeKalb HS of Technology South.

CARVER HIGH SCHOOL ADDITION

Montgomery, AL

Scope: Architectural, Mechanical, Structural and Civil Design

Key Personnel: John Ray, AIA, Dietrich Bankhead, PE, SE, PMP, Michelle Bodewes, PE, ENV SP

Completion Date: projected September 30, 2024

Project Cost: \$21,499,923

Owner: Montgomery Public Schools, 632 S. Union Street, Montgomery, AL 36104

Superintendent: Dr. Melvin J. Brown, Phone: 334.223.6700; Fax: N/A

User's Rep: Mr. Glenn Slater, Volkert, Inc., glenn.slater@volkert.com; Phone: 334.260.3131; Fax: N/A

This project consists of a new construction for the 9th grade, 500 student addition to the existing High School building and the construction of a new stand-alone Athletic Field House building on the campus of George

W. Carver High School in Montgomery, Alabama. The construction includes approximately 53,000 total square feet of New Construction and all components for a completely new facility addition. The new addition function and uses include classroom / instructional and lab components. The stand-alone building functions and uses include weight room, locker rooms, offices, laundry, and meeting components. The construction components for both the addition and stand-alone building include masonry, concrete, steel, drywall, roofing, HVAC, plumbing, fire protection, electrical, and civil site work components.

GEORGE W. CARVER HIGH SCHOOL - Montgomery, AL

Scope: *Civil, Structural, Mechanical, Electrical, Plumbing Engineering*

Key Personnel: *John Ray, AIA, Dietrich Bankhead, PE, SE, PMP, Charles Winkler, PE, LEED AP*

Completion Date: *2013*

Project Cost: *\$37.8 Million*

Owner: *Montgomery Public Schools, 307 S. Decatur Street, Montgomery, AL 36104*

Superintendent: *Dr. Barbara Thompson (former Superintendent)*

Owner's Representative: *Tim Cantey, Program Manager, TCU Consulting, Phone: 334.420.1500; Fax: N/A*

The new facility is a replacement of the existing Carver High School and located immediately behind the original structure which was demolished after the new school opened. The new 256,000 SF facility designed for 1,200 students provides an auditorium, gymnasium, media center, band and choral facilities as well as laboratories and classrooms. In addition, the school has two "Tech Ed" spaces to house a culinary arts program and an industrial technology program. KHAFRA worked with Joint Venture partner 2WRHolmesWilkins Architects in Montgomery to provide the architectural design services, while KHAFRA provided complete engineering services including civil, structural, mechanical, electrical, plumbing engineering and design. TCU Consultants provided program management services for the Montgomery Public Schools for this project.



CHARLES A. BROWN ELEMENTARY SCHOOL

Birmingham, AL

Scope: *Architectural, Mechanical, Electrical, Plumbing, Structural and Civil Design*

Key Personnel: *John Ray, AIA*

Completion Date: *2013*

Project Cost: *\$11.2 Million*

Owner: *Birmingham City Schools, 2015 Park Place North, Birmingham, AL 35203*

Superintendent: *Dr. Mark Sullivan, Phone: 205.231.4600; Fax: 205.231.4761*

User's Rep: *Mr. Victor Pettus, Director, Facilities and Maintenance; Phone: 205.231.9031; Fax: N/A (The construction department has been disbanded and project user's Rep has retired)*

The Birmingham Board of Education determined the need for a new, larger educational facility on the west side of the city. KHAFA was commissioned in June of 2008 to provide professional services for the new 69,000 SF school. The K-8 school is designed to accommodate 500 students. KHAFA, as the prime consultant provided architectural, mechanical, electrical, plumbing, structural and civil design services.



The new facility is located on the site of the existing school in an older residential area. The existing school was demolished after the students were temporarily relocated to a nearby school that had been closed. The site posed some particular challenges as the new school is almost twice as large as the old school and the site has a 40-foot change in elevation. KHAFA took advantage of this slope and incorporated a basement utility and storage area that allows maintenance staff to service the equipment without interrupting the classes. The concept for the school design focused on the residential context of the neighborhood and developing a design that had a residential scale. The exterior façade of the school incorporates two different colors of masonry along with other design features that serve to break up the façade.

The interior features polished concrete floors which dramatically reduce the owner's maintenance costs over a standard vinyl tile. A low slope roof system with high efficiency roof top HVAC units also serve to reduce the owner's costs.

RUDD MIDDLE SCHOOL

Pinson, AL

Scope: Architectural, Structural, Civil, Electrical, and Interior Design

Key Personnel: John Ray, AIA, Charles Winkler, PE, LEED AP

Completion Date: 2022

Project Cost: \$12,137,000

Owner: Jefferson County Schools, 2100 18th Street South, Birmingham, AL 35209

Superintendent: Dr. Walter B. Gonsoulin, Jr.; Phone: 205.379.2000; Fax: 205. 205.379.2311

User's Rep: Mr. Jeff Caufield, Deputy Superintendent of Operations, Phone: 205.379.2010; Fax: N/A



KHAFA was selected for an addition and renovations to the Rudd Middle School. The design scope of this project provides a new media center, new science labs, new interior finishes, all new HVAC system, update all restrooms to meet ADA, and new electrical system. Additionally, a new bus drop, new matching canopy for the parent drop, and an access drive for the rear of the building is included. KHAFA provided Architectural, Structural, Civil, Electrical, and Interior Design. The 40+ year old, 114,393 SF facility had one major addition about 30 years ago, but only superficial work done since.

The design program for this project targeted underutilized areas within the building footprint as well as outside the footprint, to cost effectively improve the building functionally, improve flow and movement within the building, provide modern building systems, and a fresh, inspiring aesthetic within the building.

Site: The existing bus drop area is underneath a portion of the second floor. Enclosing this area is a cost-effective means of adding new space to the building. This also provides an opportunity to create a contemporary style look for the "face" of the school with a new bus drop area and canopy. The parent drop area canopy was replaced with a new canopy to match the new bus canopy, providing an updated appearance for that portion of the building. The new canopy at the entrance to the gym highlights the area as the entrance for visitors. The parking area was

expanded and the cooling units for the kitchen were screened from view with a new brick wall. A new access drive was constructed to provide access to the rear of the school for maintenance and emergency vehicles.

First Floor: The enclosure of the bus drop area is located off the new media center. A passage was connected to this area to the administration space. It included a computer lab, as well as spaces for testing, tutoring, and small conferences. This new space provides a wide hall for students entering from the buses. A new space for the counselor suite is located here as well. This provides a convenient area for the students away from the central areas of the school. A space for a classroom is freed up with the move, by providing a new counselor suite. The former media center was transformed with the relocation of the elevator. The new elevator is right off the commons area, making it convenient for use by the physically challenged. This relocation also allows the former media center to have more functional space, which was subdivided into 2 classrooms.

The stage in the cafeteria is underutilized space. This area is under consideration for being transformed into a classroom space. The renovated area provided a more open space at the tray return to improve the flow in that space.

New classroom space was added on the north side of the school providing a science lab and computer lab on each floor of the 2-story addition.

The entrance vestibule at the main entrance to the school was replaced with a secure, locked vestibule that allows visitors access only to the administration area.

Circulation: The existing stairs in the main lobby will be removed and reconfigured to improve the flow at the bottom of the stairs. A new stair has been added to the commons area that will significantly improve the flow to and from the upper level. Previously, lockers were added to a narrow hallway in a portion of the lower level. With the enclosure of the openings in the commons area, the lockers can be moved there. The lockers will be more convenient, and the corridor will be wider. Both areas will be more efficient.

Second Floor: Just off the upper commons level, a new set of restrooms will be added to the rear of the building. The former skylights along this area of the commons and former library, since covered over, will be covered with a membrane roof. The new classroom space on the north side of the school provides a science lab and computer lab on this floor of the 2-story addition. The upper level of the former library will be reconfigured to provide 2 classrooms, like the lower level.

Aesthetics: The entire school building will receive new ceilings, painted walls, and flooring. Ceilings will be added to the corridors, concealing the piping and structure, while providing a new, contemporary look. One wall at the new stair at the commons area will be a feature wall, which may have a mural, specialized finish, for some other detail to bring a new look for this area. The feature wall will be on both levels. The new stairs at the entrance lobby will also include a 2-story feature wall. Not only will this wall have specialized finishes but will also have a display area for the school to feature memorabilia, awards, photographs, or seasonal displays. This will displace the old display case that was somewhat hidden under the existing stairs. The gym floor will be refinished to provide a fresh look. All windows will be refurbished with new tinted, insulated glass, gaskets, and sealed and painted. An alternative for replacing the windows will be considered. All exterior doors will be replaced, while interior doors will be refurbished with new door hardware.

Building Systems: The replacement of the entire air-conditioning system is a major part of this project. The decades-old system will be replaced with modern, efficient systems that will provide better heating and cooling with more advanced controls. The lighting throughout the school will be replaced, with a few exceptions, with efficient LED lights. These lights operate with a fraction of the energy that the existing fixtures use. They are also

cooler, allowing the HVAC system to operate more efficiently. The fire alarm, data, and paging systems will also be upgraded as part of this effort.

BESSEMER CITY MIDDLE SCHOOL - Bessemer, AL

Scope: *Architecture; Mechanical, Plumbing, and Electrical engineering*

Key Personnel: *John Ray, AIA*

Completion Date: *2013*

Project Cost: *\$1.45 Million*

Owner: *Bessemer City Schools, 1621 5th Avenue North, Bessemer, AL, 35021*

Superintendent: *Dr. Fred Primm, Jr. (Former Superintendent); Phone: 205.432.3000, Fax: 205.432.3086*

User's Rep: *Mr. Reginald Mitchell, Director of Maintenance, Phone: 205.432.3901, Mobile: 205.243.8097*

KHAFRA was tasked to generate construction documents for the refurbishment of this 153,782 sf facility. The school was decommissioned in 2008 and therefore sustained damage from vandalism and water. KHAFRA observed noticeable deficiencies throughout the school; therefore, explore methods to correct, ameliorate and upgrade the existing conditions of this facility. KHAFRA provided architectural and engineering design services for general construction, HVAC, plumbing, electrical and roofing systems. The design work and construction documents were produced at an accelerated pace for construction to be completed before the start of School Year 2013-2014.

WOODLAWN HIGH SCHOOL ADDITION AND RENOVATION PHASE II - Birmingham, AL

Scope: *Architecture; Civil, Mechanical, Plumbing, Fire Protection and Electrical Engineering*

Key Personnel: *John Ray, AIA*

Completion Date: *2014*

Project Cost: *\$11.2 Million*

Owner: *Birmingham City Schools, 2015 Park Place North, Birmingham, AL 35203*

Superintendent: *Dr. Mark Sullivan; Phone: 205.231.4600; Fax: 205.231.4761*

User's Rep: *Mr. Glenn Slater, Volkert, Inc., glenn.slater@volkert.com; Phone: 334.260.3131; Fax: N/A*

KHAFRA, associate architects and consulting engineers to Sherlock, Smith & Adams Architects & Engineers for the Woodlawn High School Addition and Renovation project – PHASE II. The same design team successfully completed a major and award-winning renovation of the main building in 2006. This project provided a new competition gymnasium, refurbishment of the existing girl's gym, and renovation of the former auto shop building to accommodate the band and choral programs. The scope of the project included 83,127 sq. ft. The school's total enrollment is approximately 1,250 students. KHAFRA provided architectural services along with electrical, mechanical, plumbing, fire protection and civil engineering for an addition to the 1920's era Woodlawn High School for the Birmingham Board of Education. KHAFRA also prepared a report on the condition of the existing stadium building and made recommendations for necessary improvements.

The new buildings' additions are located on the east side of the main buildings and because of its size and use, will be a prominent presence next to the existing historic main building. The building design was massed and detailed so that its appearance is compatible with and complimentary to the historic main building. The exterior wall is brick with cast stone trim compatible with the main building in form and style. Windows and primary door openings match the main building as much as possible.

The interior design coordinated two design conditions. One was to establish Facility Construction Design Criteria and the second was to create intentional relationships with the previously completed main building renovations. A continuity of finishes and color schemes was developed to strengthen the 'whole school' approach.

TIMBERHOOD EXPERIENCE

ATLANTA AREA SCHOOL FOR THE DEAF – CLARKSTON CAMPUS HVAC ROOF TOP UNIT UPGRADE - Atlanta, GA

Scope Mechanical & Electrical Engineering; Construction Management

Key Personnel: Bryan Kler

Completion Date: September 2018

Project Cost: \$1.2 Million

Contractor: ARS

Owner: Marion Brasington, Facilities Director, Division of State Schools, 1566B Twin Towers East, 205 Jesse Hill Jr. Drive, SE Atlanta, Georgia 30334; Phone: 404.296.7101; Fax: 404.298.4874



This project involved engineering design of several existing buildings on the campus of Atlanta Area School of the Deaf (AASD). The campus is located at 890 N Indian Creek Drive in Clarkston, Georgia. Design of the Mechanical, Plumbing and Electrical engineering services included the following:

High School, Middle School, and Elementary School Bldgs- Replaced (6) six existing multizone RTU HVAC equipment located on the roof with new high efficiency Custom Pack aged Roof Top Unit for each of the buildings. Natural gas modifications for each new RTU were designed. This included ductwork modifications for proper air distribution including minor structural supporting. New controls were provided with Open Protocol BacNet for web-based access. Electrical Power modifications to new mechanical equipment

GEORGIA BUILDING AUTHORITY SOUTH CAMPUS ENERGY PLANT HYDRONIC BOILER UPGRADE - Atlanta, GA

Scope Mechanical, Plumbing & Electrical Engineering; Construction Management

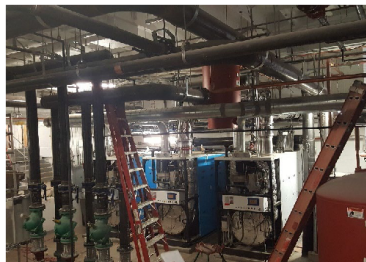
Key Personnel: Bryan Kler

Completion Date: September 2017

Project Cost: \$1.8 Million

Contractor: Mallory & Evans

Owner: Rob Conger, Georgia Building Authority Facilities, Senior Chief Engineer; Phone: 404. 463.1162
Fax: 404.657.0337



Timberhood Consulting, LLC, provided design services to create a new South Central Energy Plant for the Capitol Hill Campus. The existing Sloppy Floyd CEP served medium temperature water to the south campus buildings. The medium temperature water transfer heat by means of a shell and tube heat exchanger for comfort heating, domestic water and parking garage heat. This project provided the engineering design for two separate heating systems (1) new hydronic hot water boiler(s), (2) new domestic hot water boilers. The new equipment provided heat for the following buildings: 1) Health Bldg, 2) Judicial Bldg, 3) TW Building, 4) 244 Wash. Bldg, 5) 254 Wash. Bldg. The design required verify GPM

pump capacities in each building to confirm the heating boiler equipment sizing. Provided natural gas piping, flue and combustion air to serve the new boiler equipment. Design N+1 redundancy for new hydronic hot water boilers (approx. 5 million BTUs) to remove the dependency of the MTW high temp boilers. Design included support equipment such as boiler pumps, makeup water, expansion tanks and chemical water treatment. In addition to, the design included five (5) new plate and frame heat exchangers to be located in place of the shell and tube heat exchangers.

GEORGIA BUILDING AUTHORITY SOUTH CAMPUS CHILLED WATER EXTENSION - Atlanta, GA

Scope Mechanical Engineering; Construction Management

Key Personnel: Bryan Kler

Completion Date: September 2017

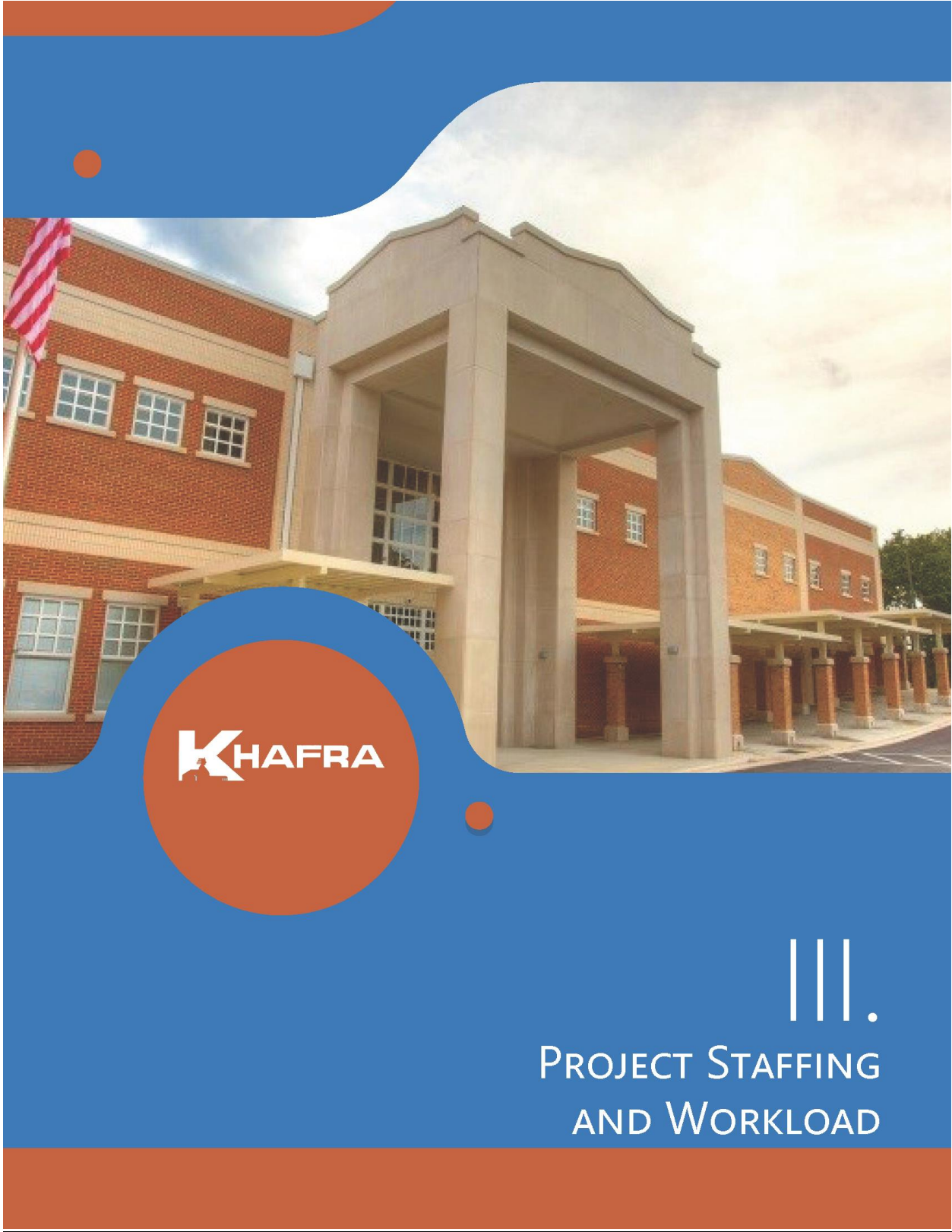
Project Cost: \$1.3 Million

Contractor: E. Escher, Inc.

Owner: Rob Conger, Georgia Building Authority Facilities, Senior Chief Engineer; Phone: 404.463.1162
Fax: 404.657.0337



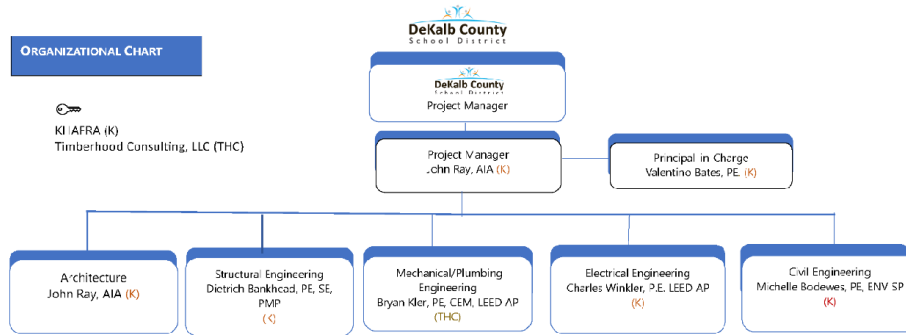
Timberhood Consulting, LLC, provided design services for connecting to the existing Central Energy Plant and routing underground piping to serve 7 Buildings to allow for the demolition of the pedestrian bridge and new road construction. Design included routing and the connections of the existing chilled water supply and return water piping leaving the Sloppy Floyd to the new underground chilled water supply and return piping crossing Martin Luther King Blvd. Work was coordinated with a third party underground civil design team. Designed routing and support of new 16" schedule 80 plastic campus chilled water piping to be located in cavity between Liberty Plaza and the existing parking garage. Design included a directional bore under Martin Luther King Street including the routing and the connections of the existing chilled water supply and return water piping in an existing underground utility tunnel serving the South Campus.



III.

PROJECT STAFFING
AND WORKLOAD

Section III- Project Staff & Workload



KEY STAFF

Name	Years of Experience	Area of Expertise	Project Role
John Ray, AIA	40	Architecture	Lead Architect/ Project Manager
Valentino Bates, PE	40+	Civil Engineering	Principal In Charge
Charles Winkler, PE, LEED AP, BD+C	40+	Electrical Engineering	Lead Electrical Engineer
Bryan Kler, PE	26	Mechanical Engineering	Lead Mechanical Engineer
Dietrich Bankhead, PE, SE, PMP	26	Structural Engineering	Lead Structural Engineer
Michelle Bodewes, PE, LEED AP	26	Civile Engineering	Lead Civil Engineer

JOHN T. RAY, AIA- LEAD ARCHITECT, PROJECT MANAGER

Education: 1983, Bachelor of Architecture, Auburn University

Years of Experience: 40

Registrations: Professional Architect: Georgia, Alabama, New York

Years with KHAFRA: 20

Mr. Ray is a project manager in the Architectural Department at KHAFRA. Mr. Ray is a registered architect with over 35 years of experience in nearly every aspect of architectural design, including educational, healthcare, governmental, residential and institutional. He has provided master planning, programming, design, and construction administration services for a wide variety of projects.

DeKalb County Schools, 5 School Renovations, DeKalb County, GA - Project Manager. Mr. Ray led the team that provided full professional architectural and engineering services for renovations to Meadowview ES, Toney ES, Midway ES, Towers HS, and DeKalb HS of Technology South. The scope includes HVAC equipment replacement, roofing, replacement of kitchen equipment, ADA upgrades to restrooms, domestic and sanitary system

replacement, electrical & lighting replacement, and site improvements at the five (5) schools. In addition, the scope also includes ADA and fire life safety as necessary. The facilities added up to 400,577 square feet.

Rudd Middle School Renovations & Additions, Jefferson County Schools, Pinson, AL - Project Architect. The design scope of this project was to provide a new media center, new science labs, new interior finishes, all new HVAC system, update all restrooms to meet ADA, and new electrical system. Additionally, a new bus drop, new matching canopy for the parent drop, and an access drive for the rear of the building were included. KHAFRA provided architectural, structural, civil, electrical, and interior design, and teamed with Encompass Engineering, LLC, for mechanical and plumbing engineering services. The 40+ year old, 100,000 square foot facility had one major addition about 30 years ago, but only superficial work was done since. The design program for this project targeted underutilized areas within the building footprint as well as outside the footprint, to cost effectively improve the building functionally, improve flow and movement within the building, provide modern building systems, and a fresh, inspiring aesthetic within the building.

Woodlawn High School Addition, Phase II, Birmingham, Alabama- Project Manager. This project will provide a new competition gymnasium, refurbishment of the existing girl's gym, and renovation of the former auto shop building to accommodate the band and choral programs. The scope of project included 83,127 sq. ft. The schools total enrollment is 1,250 students. KHAFRA is providing architectural services along with electrical, mechanical, plumbing, fire protection and civil engineering for an addition to the 1920's era Woodlawn High School for the Birmingham Board of Education. KHAFRA also prepared a report of the condition of the existing stadium building and made recommendations for necessary improvements. \$11.2M/Completed 2014

Carver High School Addition, Montgomery Public Schools, Montgomery, AL – Project Manager. This project consists of a new construction for the 9th grade, 500 student addition to the existing High School building and the construction of a new stand-alone Athletic Field House building on the campus of George W. Carver High School in Montgomery, Alabama. The construction includes approximately 53,000 total square feet of New Construction and all components for a completely new facility addition. The new addition function and uses include classroom / instructional and lab components. The stand-alone building functions and uses include weight room, locker rooms, offices, laundry, and meeting components. The construction components for both the addition and stand-alone building include masonry, concrete, steel, drywall, roofing, HVAC, plumbing, fire protection, electrical, and civil site work components.

New George W. Carver High School, Montgomery, Alabama- Project Manager. The new facility designed for 1,200 students provides an auditorium, gymnasium, media center, band and choral facilities as well as laboratories and classrooms. In addition, the school has two "Tech Ed" spaces to house a culinary arts program and an industrial technology program. KHAFRA worked with joint venture partner 2WRHolmesWilkins Architects in Montgomery to provide the architectural design services, while KHAFRA provided complete engineering services including civil, structural, mechanical, electrical, plumbing engineering design. \$37.8M/Completed 2013

Charles A. Brown K-5 Elementary School, Birmingham City Schools, Birmingham, AL – Architect. Mr. Ray was tapped to lead the team to provide the professional services for the new \$11.2 million, 70,000 square foot school designed to house 500 students. The new facility is located on the site of the previous structure which is in an older residential area. The school was demolished after the students were temporarily relocated to a nearby school that had been closed. The site posed some challenges as the new school is almost twice as large as the old school and the site has a 40-foot change in elevation. KHAFRA took advantage of this slope and incorporated a basement utility and storage area that allows maintenance staff to service

the equipment without interrupting the classes. The concept for the school design focused on the residential context of the neighborhood and developing a design that had a residential scale.

VALENTINO BATES, PE- PRINCIPAL IN CHARGE

Education: 1978, M.S., Civil Engineering, University of Missouri-Rolla
B.S., Civil Engineering, University of Missouri-Rolla, 40-hour V.E. Workshop, Georgia Institute of Technology

Professional Engineer: GA, WI, NY, AL, MA, NC, SC, TN **Years of Experience:** 40 **Years with KHAFRA:** 34

Mr. Bates is a principal with KHAFRA and is an experienced site civil engineer. He has worked with architects, developers, engineers and owners to get sites permitted and developed. These sites include schools, stadiums, hospitals, churches, airports, parks, housing developments, and municipal treatment facilities for water, sewer and solid waste. Mr. Bates has demonstrated his ability to successfully deliver public sector projects, averaging \$10 million in construction, on schedule and within estimated construction bids.

Maynard H. Jackson, Jr. International Terminal, Hartsfield-Jackson Atlanta International Airport, City of Atlanta, GA - Principal in Charge-Performed utility design tasks for storm water, water and sewerage utility systems, and connections for the Maynard Jackson International Terminal. This work included review of the existing site utilities for the existing Terminal and Concourses A through E and the adequacy of the interties of the new utilities. He reviewed the topography of the existing site to coordinate the drainage and site layout of the new terminal that is partially constructed on fill to complete the structure and make room for the new terminal. The major component of the utility design was the extension of the culvert encapsulating creek. The project consisted of 2500 LF of 18" storm sewer, 700 LF of 12 sanitary sewers, 1100 LF of 12" water main and 4500 LF of 96" culvert. This project was a LEED project.

Birmingham International Airport, Birmingham, AL - Mr. Bates acted as a Senior Civil Engineer for this project. Mr. Bates provided oversight for the civil site work, grading and drainage on the renovation of the Birmingham International Airport. He was also responsible for site grading and drainage design for the new elevated roadway and the 4,000 car addition to the parking deck. In this design, he coordinated with the Corps of Engineers on the Village Creek Culvert extension. R.M. Clayton to Utoy WPCP Conveyance tunnel. He was a reviewer in the Citizens' Panel for Biosolids Alternatives and also a review in the Odor Control Plan development.

Value Engineering Studies- Mr. Bates is a value engineering (VE) specialist. He is experienced in the value engineering process and has conducted several 24 to 40 hour VE assessments for the U.S. Army Corps of Engineers, Metropolitan Atlanta Regional Transit Authority (MARTA), and the Louisville and Jefferson County Metropolitan Sewer District. Over the past five years, Mr. Bates conducted these value-engineering studies either as a team leader or civil engineering District Action Plan of the '90's, Cedar Creek Wastewater Treatment Plant, Wipps Mill Detention Pond, South Pump Station, Mill Creek Action Plan and Mill Creek Action Plan II.

CHARLES J. WINKLER, PE, LEED AP BD&C- LEAD ELECTRICAL ENGINEER

Education: APC Degree/Management/ NY University, MS/Management/Carnegie Mellon University, BS/Electrical Engineering/Texas A&M **Years of Experience:** 40+ **Years with KHAFRA:** 19

Licensed Engineer: GA, NCEES

Mr. Winkler is a Senior Electrical Engineer with more than 30 years of experience in planning, engineering, design and construction management for rail transit, bus transit and infrastructure facilities, as well as experience in coordinating the efforts of mechanical, electrical, plumbing and fire protection professionals for numerous projects.

Facilities Condition Assessment for Atlanta Public Schools properties, Atlanta, GA. – MEP Engineer. Provided facilities condition assessment for all Mechanical, Plumbing, Fire Protection and Electrical systems/installations for Atlanta Public Schools properties. Total scope was about 5.4 million square feet of buildings as well as site infrastructure. Project covered schools, administration buildings, maintenance and storage buildings, vehicle storage/fueling/maintenance sites and other support facilities.

Facilities Assessment for 16 Elementary Schools, Atlanta Public Schools, Atlanta, GA - Project Manager/Electrical Engineer. Project manager for team performing complete assessments for condition, code compliance and needed capital upgrades at sixteen elementary schools in the Atlanta Public School system. Assessments covered Life Safety, Structural, Civil/Site, Drainage, Site Lighting, Mechanical, Plumbing, Fire Protection, Electrical, Data & Communications and Security. Provided opinions of probable cost for capital upgrades.

East Roswell Branch Library, Roswell, GA – LEED Coordinator. Guided the design and construction teams for obtaining LEED Gold for this 15,000 square foot new library.

George W. Carver High School, Montgomery Public Schools, Montgomery, AL – Electrical Project Engineer. Providing design services for all electrical systems including power distribution, lighting, lighting controls, fire alarm and support for telecommunications and security systems. Providing design services for audio-visual systems in the gymnasium, cafeteria and music rooms. Providing design support for audio-visual and lighting systems for the auditorium.

Woodlawn High School, Birmingham, AL – Project Engineer. Provided electrical design for this project consisting of an \$11 million dollar renovation to the historical three-story high school. KHAFRA prepared demolition drawings for the existing lighting and power distribution systems, boilers, steam radiators and steam & condensate piping. The school has approximately forty-eight classrooms, approximately ten administrative areas, a cafeteria, kitchen, a Choral Room, Band Room, large Stage and Auditorium. The construction is to be phased out with the administrative areas being built during the summer.

DIETRICH BANKHEAD, PE, SE, PMP- LEAD STRUCTURAL ENGINEER

Education: BS, Architectural Engineering, University of Texas, Austin

Years of Experience: 26 **Years with KHAFRA:** 21

Licensed Engineer: GA

Mr. Bankhead is a structural engineer with over 25 years of experience. His responsibilities include structural engineering design services associated with international and regional airports. In addition to his day-to-day technical responsibilities, he plays a leading role in business development activities for international and regional airports, industrial, water and wastewater treatment facilities. He has also designed industrial and residential facilities, office buildings and open structures. His breadth of experience includes design services for structural systems using reinforced concrete, structural steel, masonry, wood and pre-stressed concrete. Project expertise includes intermodal, transportation, roadway and preliminary bridge design and assessments, as well as commercial facilities and water/wastewater treatment plants. Mr. Bankhead has experience with several structural analysis programs, including GTStrudl, SAP, RAM Structural System, RAM AdvanSE, RAM FRame, and Eneercalc.

Carver High School Addition, Montgomery Public Schools, Montgomery, AL – Lead Structural Engineer. This project consists of a new construction for the 9th grade, 500 student addition to the existing High School

building and the construction of a new stand-alone Athletic Field House building on the campus of George W. Carver High School in Montgomery, Alabama. The construction includes approximately 53,000 total square feet of New Construction and all components for a completely new facility addition. The new addition function and uses include classroom / instructional and lab components. The stand-alone building functions and uses include weight room, locker rooms, offices, laundry, and meeting components. The construction components for both the addition and stand-alone building include masonry, concrete, steel, drywall, roofing, HVAC, plumbing, fire protection, electrical, and civil site work components.

DeKalb County Schools, 5 School Renovations, DeKalb County, GA – Structural Engineer. The project provided full professional architectural and engineering services for renovations to Meadowview ES, Toney ES, Midway ES, Towers HS, and DeKalb HS of Technology South. The scope includes HVAC equipment replacement, roofing, replacement of kitchen equipment, ADA upgrades to restrooms, domestic and sanitary system replacement, electrical & lighting replacement, and site improvements at the five (5) schools. In addition, the scope also includes ADA and fire life safety as necessary. The facilities added up to 400,577 square feet.

MICHELLE BODEWES, PE, ENV SP- LEAD CIVIL ENGINEER

Education: BS, Civil Engineering, Purdue University

Years of Experience: 26

Years with KHAFRA: 12

Licensed Engineer: GA

Ms. Bodewes is a professional engineer with over twenty-five years of experience in the transportation and environmental engineering fields. Ms. Bodewes has been assigned to various design and construction projects including roadways, bridges, culverts, retaining walls, dams, waterlines, sanitary sewers, storm sewers, street lighting and traffic signals. She has also prepared storm water pollution prevention plans (SWPPPs) and completed on-site SWPPP inspections to ensure compliance with stormwater permits. She also has extensive environmental experience including the design of underground and aboveground petroleum storage tank installations, removals and upgrades; design of soil and groundwater remediation systems; landfill water quality monitoring; and the preparation of numerous environmental reports, including but not limited to, Phase I and Phase II Environmental Site Assessments, Remedial Action Work Plans, Periodic Review Reports, Interim Remedial Measure Reports, Community Air Monitoring Reports and Final Engineering Reports.

Rudd Middle School, Jefferson County School District, Pinson, AL - Civil Engineering Project Manager. Addition and renovations to Rudd Middle School. The design scope of this project included a new media center, new science labs, new interior finishes, all new HVAC system, updates to all restrooms to meet ADA standards, and new electrical systems. Additionally, a new bus drop and a new matching canopy for the parent drop were included. Design and construction administration services for site grading, drainage, new fire protection water lines and an access drive for the rear of the building.

Carver High School Addition, Montgomery Public Schools, Montgomery, AL – Civil Engineer.

This project consists of a new construction for the 9th grade, 500 student addition to the existing High School building and the construction of a new stand-alone Athletic Field House building on the campus of George W. Carver High School in Montgomery, Alabama. The construction includes approximately 53,000 total square feet of New Construction and all components for a completely new facility addition. The new addition function and uses include classroom / instructional and lab components. The stand-alone building functions and uses

include weight room, locker rooms, offices, laundry, and meeting components. The construction components for both the addition and stand-alone building include masonry, concrete, steel, drywall, roofing, HVAC, plumbing, fire protection, electrical, and civil site work components.

Mulga School, City of Birmingham, Birmingham, AL - Project Manager. Responsible for performing field inspection and assisting in the preparation of a Phase I Environmental Site Assessment (ESA) of a 13 acres site, containing two buildings.

BRYAN J. KLER, PE, LEED AP, CEM- LEAD MECHANICAL/PLUMBING ENGINEER

Education: BS/Mechanical Engineering/Auburn University

Years of Experience: 25 **Years with Timberhood:** 16

Licensed Engineer: GA, WI, KY, NCEES

Mr. Kler's experience includes:

- Design of heating, ventilation, air conditioning and plumbing systems that comply with current codes including writing of specifications for the development of construction documents.
- Manage design teams and coordinated efforts from conception, schematic, pre-design, design and construction.
- Evaluate new and existing building mechanical / plumbing / fire protection systems by reviewing construction documents and surveying building conditions to determine effective design strategies.
- Define scope of work, discuss construction limitations, perform cost estimates, and determine construction schedules for projects through meetings with clients and design teams.
- Wrote construction observation reports for site visits to document construction progress.
- Troubleshoot and diagnose problematic systems by conducting field inspections, tests and hand calculations. Organize findings and articulate design solutions in written reports.
- Performed life safety evaluations of buildings including, laboratory, office, kitchen and mechanical areas in order to provide building deficiencies according to NFPA and Standard Building Codes.
- Performed energy analysis evaluations of buildings to determine cost savings initiatives.
- Life Cycle Cost Analysis calculations comparing multiple systems and components.

Georgia State University – Chilled Water Extension: Designed the piping systems connecting to the campus loop of a 2000 ton campus chilled water system. Design including removing existing water cooled chiller and cooling towers and provided variable speed pumping system serving building chilled water distribution. Designed the mechanical, plumbing and control construction documents (drawings and specifications) while coordinating with other trades.

Georgia Institute of Technology O'Keefe Building Chiller Replacement: Designed the addition of a new magnetic bearing water cooled chiller and corresponding cooling tower for the O'Keefe Building. The design required utilizing the existing mechanical room space located in the basement of the building for new equipment. Load calculations were performed on the O'Keefe Building with particular concerns for future expansion of the building. The design included the associated piping and pumping involved for the new chiller (primary side) and condenser water systems. A refrigerant monitor and refrigerant exhaust purge fan was also designed. The existing chiller and cooling tower remained in operation and are used as a backup.

Georgia Building Authority – Board of Regents – HVAC Renovation: This project provided the engineering design for the Sixth, Seventh and Eighth Floors of the Trinity Washington (TW) Building located in Atlanta, Georgia. Load calculations were performed and a comprehensive design was performed that included the

removal of existing terminal units and the addition of new terminal units for proper zoning and control. The design also provided sound attenuation for the chancellor's suite.

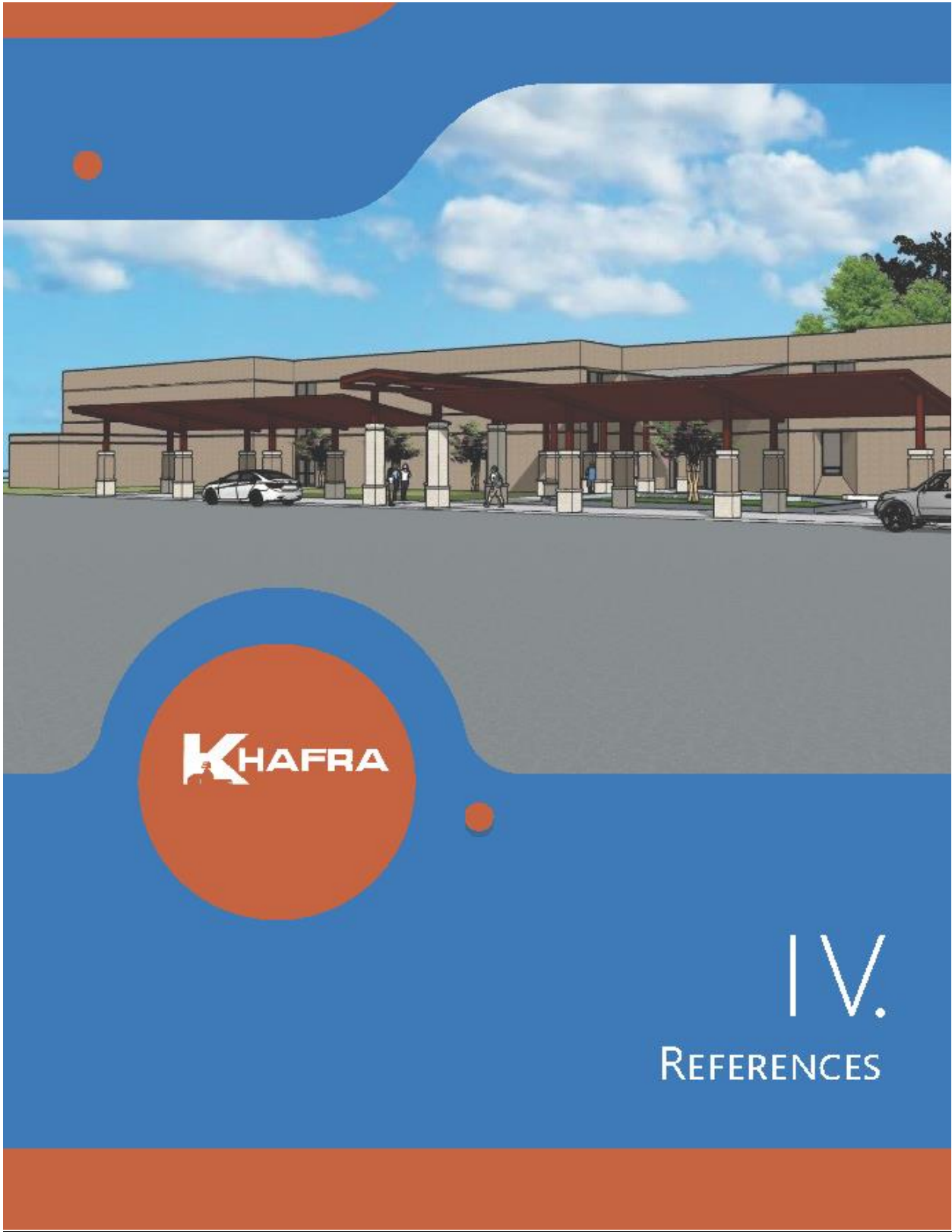
Georgia Building Authority – Sloppy Floyd Central Energy Plant: Evaluated an existing 6000 ton Central Energy Plant located in downtown Atlanta. Designed system improvements to reduce the overall energy per ton usage for the Plant. The project involved the removal of a single 1000 ton centrifugal chiller and providing two new 500 ton screw type chillers. The new screw chillers currently handle part load and off peak conditions more for the campus more efficiently. Working concurrently with owner and controls the overall Kw/Ton load was reduced on the plant for significant reduction in utility costs.

Wisconsin Energies (WE) Elm Road Power Boiler # 4 – Water Cannon Addition: Designed the pump skid and water cannon piping serving 18 wall blowers on existing boiler # 4, including the design for seal air fan and corresponding piping. Existing single serpentine steam piping was redesigned and relocated to accommodate new wall blower equipment.

CURRENT WORKLOAD

KHAFRA

Project	Client	Status	Anticipated Completion Date	Dollars Committed
Carver High School 9th Grade Academy and Field House Addition	Montgomery Public Schools,	26% Construction	October, 2024	\$19,000
CAT Paratransit Maintenance & Micro Mobility Facility	Chatham Area Transit	Concept Design Phase (ongoing)	September ,2024	\$62,000
Clayton Co. O&M Facility	MARTA	Design	December, 2026	\$658,000
MARTA Systems Engineering	MARTA	Open-ended	June, 2024	\$75,000
O’Keefe Hall & Architecture Building	Georgia Institute of Technology	Design	December, 2024	\$38,000
Poughkeepsie Station Garage	MTA/Gedeon	50%	June, 2024	\$35,000
NY Buffalo Sewer Authority – Bird Island	NY Buffalo Sewer Authority	95%	May, 2024	\$480,000
Valley Creek	Jefferson Co.	25%	December, 2025	\$210,00
Fulton Co. A & E Services Task Order	Fulton County Dept. of Real Estate	80%	December, 2024	\$15,000
TIMBERHOOD Consulting, LLC				
Project	Client	Status	Anticipated Completion Date	Dollars Committed
Dunlap Hall	University of North Georgia	Design (100%)	TBD – On HOLD	\$10,000
Georgia Tech Architectural Building	Georgia Institute of Technology	95%	Out for contractor Bid, 2025	\$18,000
GBA Law Building Renovation	House Walker Architects	Under Construction	January, 2025	\$18,000





AECOM 404 965 9600 tel
One Midtown Plaza, Suite 500 404 965 9605 fax
1360 Peachtree Street NE
Atlanta, GA 30309
www.aecom.com

October 29, 2020

To Whom It May Concern:

It's my pleasure to offer a letter of reference for KHAFRA Engineering Consultants, Inc. (KHAFRA). KHAFRA served as AECOM's subconsultant under the On-Call Facilities, Asset Management & Sustainability team contract for Hartsfield-Jackson Atlanta International Airport. KHAFRA was tasked with field verification, inventory services, assessment, as-built documentation, planning, design engineering and cost estimating for 13 task assignments.

This project and the tasks performed by KHAFRA allowed the Airport to develop a number of initiatives including an accurate database of the existing buildings, design concepts for facility upgrades of the terminal, concourses and out parcel buildings, water usage reduction strategies and capital renewal programs to name a few.

The KHAFRA team performed their work in a professional, quality manner. They were visible throughout the process and were aware of the schedule and budgetary goals. Khafra also understood the sensitivity and security requirements that were required while working at an active International Airport.

I would recommend their services. AECOM continues to team and utilize KHAFRA on projects and would use them again for future projects.

Sincerely,
AECOM

Tina S. Houston,
Project Director



Mercedes-Benz

Dietrich Bankhead, P.E., PMP
KHA Fra
225 Peachtree St.
Suite 1600
Atlanta, GA 30303

Dear Mr. Bankhead,
Please accept this letter as a letter of recommendation for your firm in performance of Architectural and Engineering Services. KHA Fra served as the Engineer of Record for the Mercedes Benz United States International's Assembly Plant 1 and 2 Roof Truss System Analysis and Reinforcement Project. They have performed exemplary services for 10 projects at the Vance, Alabama plant equating to rough \$1 Million in project fees.

KHA Fra kept their schedules with respect to this project and has performed their work in a professional and quality manner. Therefore, I would recommend KHA Fra for any Professional Design Services for both Architectural and Engineering. We have full confidence in their ability to meet the client's schedule and budgetary goals.

Please do not hesitate to contact me for further information.

Sincerely,

X

Jonathan Macon

Jonathan Macon P.E.

Jonathan Macon, P.E.
Project Manager
Mercedes Benz United States International
Vance, AL Plant

Mercedes-Benz U.S. International, Inc., P.O. Box 100, Tuscaloosa, Alabama 35403-0100, 1-205-507-3300

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October 2, 2020

Mr. Dietrich Bankhead, P.E., PMP
KHA Fra Engineering Consultants, Inc.
225 Peachtree St., Suite 1600
Atlanta, GA 30303

Re: East Roswell Library

Dear Mr. Bankhead:

Please accept this correspondence as our letter of recommendation for KHA Fra Engineering Consultants, Inc. in performance of Architectural and Engineering Services. KHA Fra served as the Architect/Engineer of record for the new \$11M East Roswell Library constructed as part of the Fulton County Library System Capital Improvement Program, Phase I. Heery/Russell, a joint venture, served as the Program Manager for this work.

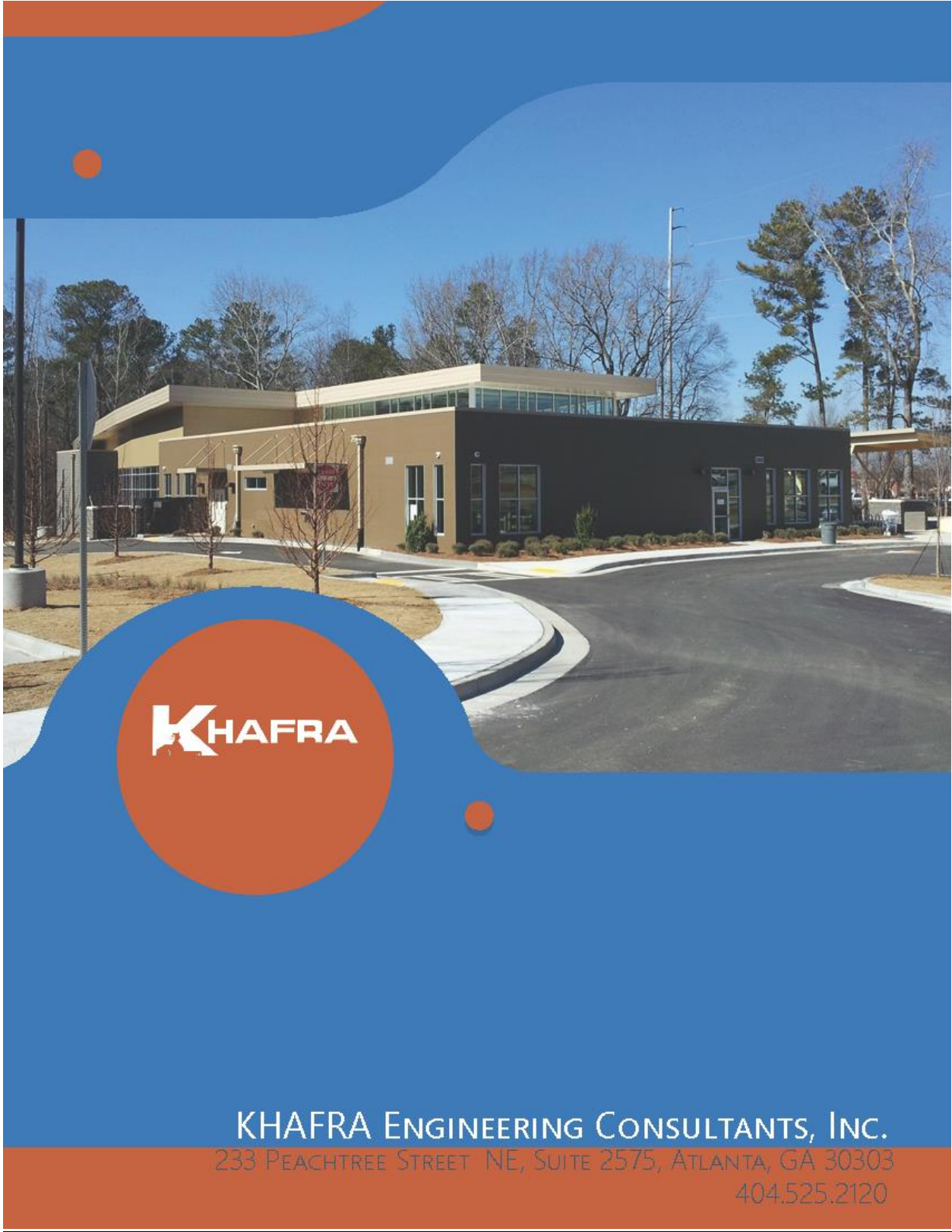
KHA Fra successfully maintained their schedule with respect to this project and performed their work in a professional manner. Quality of work and timely delivery of services were always primary concerns of the firm. Based on the effort put forth on the East Roswell Library, I recommend KHA Fra Engineering Consultants, Inc. for any professional design project of similar scope requiring either architectural or engineering services without hesitation. We have confidence in their ability to meet the schedule and budgetary goals of the most demanding of clients.

Please do not hesitate to contact me for additional information.

Sincerely,

Al Collins
Administrator, Bond Construction
Department of Real Estate and Asset Management (DREAM)
alfred.collins@fultoncountyga.gov

Cc: File



KHA FRA

KHA FRA ENGINEERING CONSULTANTS, INC.
233 PEACHTREE STREET NE, SUITE 2575, ATLANTA, GA 30303
404.525.2120

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

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

KHAFRA ENGINEERING CONSULTANTS, INC.

a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 26103339
Date Inc/Auth/Filed: 05/01/1986
Jurisdiction : Georgia
Print Date : 09/19/2023
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Khafra Engineering Consultants Inc.	Owner:
Address: 225 Peachtree Street, N.E. Suite 1600 Atlanta GA 30303	

Primary Source License Information

Lic #: PEF000377	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 7/13/1989	Expires: 6/30/2024	Last Renewal Date: 5/27/2022

Associated Licenses

Relationship: Employment			
Licensee: Ahmad, Rasheed	License Type: Professional Engineer		
License #: PE025404	License Status: Active		
Established: 5/20/2004	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Bankhead, Dietrich O	License Type: Professional Engineer		
License #: PE027781	License Status: Active		
Established: 5/20/2004	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Bates, Valentino Travis	License Type: Professional Engineer		
License #: PE015563	License Status: Active		
Established: 2/23/2006	Association Date:		Expiry:
Type: Prerequisite User			

Details

Relationship: Employment			
Licensee:	Broadhead, Robert R	License Type:	Professional Engineer
License #:	PE021550	License Status:	Lapsed
Established:	5/20/2004	Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Bryant, Michael J	License Type:	Professional Engineer
License #:	PE022528	License Status:	Deceased
Established:	5/20/2004	Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Compagno, Daniel R	License Type:	Professional Engineer
License #:	PE021994	License Status:	Lapsed
Established:	5/20/2004	Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Daniel, Richard Pickens	License Type:	Professional Engineer
License #:	PE011891	License Status:	Active
Established:	2/23/2006	Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Hewitt, Brandon Leroyal	License Type:	Professional Engineer
License #:	PE019079	License Status:	Lapsed
Established:		Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Holland, Ronald D	License Type:	Professional Engineer
License #:	PE023324	License Status:	Active
Established:	5/20/2004	Association Date:	Expiry:
Type:	Prerequisite User		
Relationship: Employment			
Licensee:	Leung, Michael C	License	Professional Engineer

Details

License #: PE022354	Type:	License Status: Active	Expiry:
Established:	Association Date:		
Type: Prerequisite User			
Relationship: Employment			
Licensee: Onyeka, Nwaribe Cletus	License Type: Professional Engineer		
License #: PE027089	License Status: Active		
Established: 6/10/2002	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Williams, Kerry B	License Type: Professional Engineer		
License #: PE027946	License Status: Active		
Established: 2/23/2006	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Winkler, Charles J	License Type: Professional Engineer		
License #: PE024380	License Status: Active		
Established: 5/20/2004	Association Date:		Expiry:
Type: Prerequisite User			
Relationship: Employment			
Licensee: Zewde, Elias	License Type: Professional Engineer		
License #: PE016552	License Status: Lapsed-Late Renewal Period		
Established:	Association Date:		Expiry:
Type: Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 9, 54156 11:55:0Data current as of: January 30, 2024 13:0:3

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: John Thomas Ray
Address: Morris AL 35116

Primary Source License Information

Lic #: RA014063	Profession: Architect / Interior Designer	Type: Registered Architect
Secondary:	Method: Reciprocity	Status: Active
Issued: 10/29/2014	Expires: 6/30/2025	Last Renewal Date: 6/27/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders
--

Other Documents

No Other Documents

Data current as of: June 9, 54156 11:56:45Data current as of: January 30, 2024 13:7:9

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

Close Window





PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

License Information

Name: Bryan J Kler
Address: Dunwoody GA 30338

Primary Source License Information

Lic #: PE027393	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 1/31/2002	Expires: 12/31/2024	Last Renewal Date: 12/28/2023

Associated Licenses

Relationship: Employment		
Licensee: Timberhood Consulting, LLC	License Type: Engineer Firm	
License #: PEF004667	License Status: Active	
Established: 6/23/2005	Association Date:	Expiry:
Type: Prerequisite		

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 9, 54156 11:56:59Data current as of: January 30, 2024 12:57:25

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

Close Window



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

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

Business Name: KAFRA ENGINEERING CONS.INC
Business Location: 225 PEACHTREE ST NE SUITE 1600
 ATLANTA, GA 30303
Owner:
License Number: LGB-141350-2020
Issued Date: 2/2/2023
Expiration Date: 12/31/2023

Business Type(s): 541330 Engineering Services
Mailing Address: 225 PEACHTREE ST NE SUITE 1600
 ATLANTA, GA 30303
License Type: General Business License
Classification: Professional/Scientific/Technical Services

Mohamed Balla

Mohamed Balla, Chief Financial Officer

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

TO BE POSTED IN A CONSPICUOUS PLACE

Client#: 242506 KHAFENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2023

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

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

PRODUCER Edgewood Partners Ins. Center 2405 Satellite Boulevard Duluth, GA 30096 770 232-0202	CONTACT NAME: Wanda Jackson PHONE (A/C, No, Ext): 770 232-0202 FAX (A/C, No): E-MAIL ADDRESS: wanda.jackson@epicbrokers.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: The Travelers Indemnity Co of America</td> <td style="border: none;">25666</td> </tr> <tr> <td style="border: none;">INSURER B: Travelers Property Casualty Co of Amer</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;">INSURER C: The Standard Fire Insurance Company</td> <td style="border: none;">19070</td> </tr> <tr> <td style="border: none;">INSURER D: Travelers Casualty Insurance Co of Amer</td> <td style="border: none;">19046</td> </tr> <tr> <td style="border: none;">INSURER E: The Phoenix Insurance Company</td> <td style="border: none;">25623</td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Co of America	25666	INSURER B: Travelers Property Casualty Co of Amer	25674	INSURER C: The Standard Fire Insurance Company	19070	INSURER D: Travelers Casualty Insurance Co of Amer	19046	INSURER E: The Phoenix Insurance Company	25623	INSURER F:	
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INSURER E: The Phoenix Insurance Company	25623														
INSURER F:															
INSURED KHAFRA Engineering Consultants, Inc. 233 Peachtree Street, NE; Suite 2575 Atlanta, GA 30303-1730															

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	6805H5120072147	12/15/2023	12/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/ AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	X	X	BA2R455831	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP6693Y4192147	12/15/2023	12/15/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8J5905822147G	12/15/2023	12/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liab			105381330	12/15/2023	12/15/2024	\$5,000,000/\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured for work the insured performs as respects General Liability, Automobile Liability and the written contract on a Primary and Non-Contributory basis. A Waiver of Subrogation is in favor of the Certificate Holder as agreed on in a written contract as respects to General Liability, Automobile Liability and Workers Compensation. Umbrella is follow form over the General Liability, Automobile Liability and Employer's Liability where required by the written contract, subject to (See Attached Descriptions)

CERTIFICATE HOLDER For Insurance Verification Only	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
--	--

ATTACHMENT A: ARCHITECT/ENGINEER CHECKLIST AND CERTIFICATION

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

Owner's Project Specific Information

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

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

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

Indicate **Addenda(s) Nos.** 1(1/8/24); 2(1/12/24); 3(1/24/24) received (**none unless indicated here**). The Architect/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Architect/Engineer shall be bound by all of the terms and conditions contained in this RFQu.

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

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

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

Name of Architect/Engineer: KHAFRA Engineering Consultants, Inc.

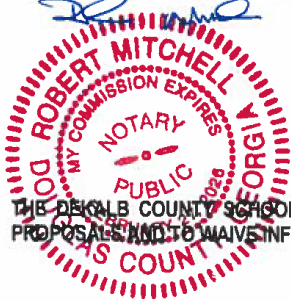
Signature:  Printed Name: Valentino T. Bates

Title: Principal/President Date: January 31, 2024

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

Notary Public: ROBERT MITCHELL My commission expires: 2/27/2026

(SEAL)



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

ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF Georgia
COUNTY OF Fulton

I, Charles W. Raine, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Valentino T. Bates who signed said proposal on behalf of the offeror was then President 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.

Charles W. Raine
[signature]

Charles W. Raine
[typed name]

Subscribed and sworn to
before me this 31 day of
January, 2024.



RM

ATTACHMENT C: DESIGN PROFESSIONAL RATE SCHEDULE

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

RFQu No: 24-752-017

Project No: **N/A**

RFQu Date: **December 14, 2023**

Page 1 of 5

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

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

KHAFRA Engineering Consultants, Inc.
[legal name of Architect]

233 Peachtree Street NE, Suite 2575

Atlanta, GA 30303
[address of Architect]

404.525.2120; mobile: 205.542.3438
[telephone number of Architect]

jray@khafra.com
[email address of Architect]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>203.21</u> per hour
Director:	\$ <u>203.21</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>169.57</u> per hour
Project Architect:	\$ <u>144.09</u> per hour
Project Manager:	\$ <u>144.09</u> per hour
Project Coordinator:	\$ <u>104.45</u> per hour
Interior Designer:	\$ <u>108.56</u> per hour
Project Captain:	\$ <u>115.91</u> per hour
Technical Staff:	\$ <u>85.93</u> per hour
Contract Administrator:	\$ <u>80.91</u> per hour
Clerical:	\$ <u>75.79</u> per hour

Estimator:	\$ <u>155.28</u> per hour
Scheduler:	\$ <u>124.39</u> per hour
Designer:	\$ <u>81.43</u> per hour
CADD:	\$ <u>85.93</u> per hour
Civil Engineer	\$ <u>159.99</u> per hour
Junior Civil Engineer	\$ <u>102.11</u> per hour
Civil Draftsman	\$ <u>107.27</u> per hour
Structural Engineer	\$ <u>166.60</u> per hour
Junior Structural Engineer	\$ <u>115.73</u> per hour
Structural Draftsman	\$ <u>92.21</u> per hour
Mechanical Engineer	\$ <u>164.10</u> per hour
Junior Mechanical Engineer	\$ <u>124.39</u> per hour
Mechanical Draftsman	\$ <u>90.46</u> per hour
Electrical Engineer	\$ <u>170.47</u> per hour
Junior Electrical Engineer	\$ <u>115.91</u> per hour
Electrical Draftsman	\$ <u>85.71</u> per hour
Fire Protection Engineer	\$ <u>161.10</u> per hour
Junior Fire Protection Engineer	\$ <u>124.39</u> per hour
Fire Protection Draftsman	\$ <u>90.46</u> per hour
FF&E Coordinator	\$ <u>101.50</u> per hour
Others as appropriate	\$ _____ per hour

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

<u>NAME</u>	<u>FUNCTION</u>
<u>John Ray, AIA</u>	<u>Project Manager/Senior Architect</u>
<u>Charles Winkler, PE, LEED AP, BD+C</u>	<u>Senior Electrical Engineer</u>
<u>Bryan Kler, PE, CEM, LEED AP</u>	<u>Senior Mechanical, Plumbing and Fire Protection Engineer</u>
<u>Michelle Bodewes, PE, ENV SP</u>	<u>Senior Civil Engineer</u>
<u>Valentino T. Bates, PE</u>	<u>Principal/ Civil Engineer</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Civil:	<u>KHAFRA Engineering Consultants, Inc.</u>
Structural:	<u>KHAFRA Engineering Consultants, Inc.</u>
Mechanical:	<u>Timberhood Consulting, LLC</u>
Plumbing:	<u>Timberhood Consulting, LLC</u>
Electrical:	<u>KHAFRA Engineering Consultants, Inc.</u>
Kitchen Consultant:	<u>TBD, KHAFRA is prepared to contract if task is required.</u>

- c.** The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
Addendum No. 1 - 1/8/24; Addendum No. 2 - 1/12/24; Addendum No. 3 - 1/24/24
- d.** The Architect understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e.** The Architect agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f.** The undersigned Architect agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) calendar days after the date and time fixed for receiving said Proposals, the undersigned Architect will execute, within five (35 business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Architect.
- g.** The undersigned Architect agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Work Authorization from the Owner.

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

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

Project Name: Professional Architectural/Engineering Services

RFQu No: 24-752-017

Project No: N/A

RFQu Date: December 14, 2023

Page 4 of 5

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

Respectfully submitted,

John T. Ray, AIA.

[typed name of Architect]

By:  [seal]

[signature]

John Ray, AIA, Architect/Project Manager

[typed name and title]

233 Peachtree NE, Suite 2575, Atlanta, GA 30303

[address of Architect]

(404) 525-2120

[business telephone number]

January 31, 2024

[date of execution]

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

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

RFQu No: 24-752-017

Project No: N/A

RFQu Date: **December 14, 2023**

Page 5 of 5

(For Joint Venture Proposals)

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

Respectfully submitted _____,
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(____) _____
[business telephone number]

[date of execution]

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

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

STATE OF Georgia

COUNTY OF Fulton

COMES NOW, KHAFRA Engineering Consultants, Inc. ("Offeror"),
[Name of Offeror]

appearing by and through Valentino T. Bates, its President/Principal
[insert name of individual with authority to bind Offeror] *[title]*

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

[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

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

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

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

2. If the Offeror is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education Professional Architectural/Engineering Services (the "Project").

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant,

together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

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

This 31st day of January, 2024

KHAFRA Engineering Consultants, Inc.
[insert name of Offeror]

and

Valentino T. Bates
[insert name of Individual And Representative Affiant]

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

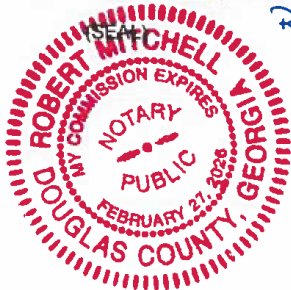
President/Principal
[insert title]

Individual Affiants' signatures and names:

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

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

Notary Public: Robert Mitchell My commission expires: 2/27/2026



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Valentino T. Bates am the (*Title*)
President/Principal and I am the duly authorized
representative of the firm of (*Firm Name*) KHAFRA Engineering Consultants, Inc.
(the "Firm") for purposes of this
Affidavit, whose address is (*Firm Address*) 233 Peachtree Street NE, suite 2575
Atlanta, GA 30303, and I possess the legal authority to make this Affidavit on
behalf of myself and the Firm, as follows:

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

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

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature: 

Printed Name: Valentino T. Bates

Firm Name: KHAFRA Engineering Consultants, Inc.

Date: January 31, 2024

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

Personally known: YES

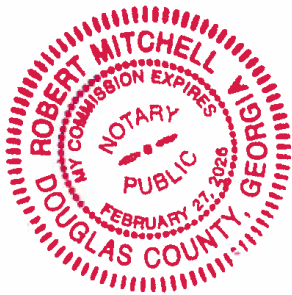
OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of GEORGIA

My Commission Expires 2-27-2026

Affix Notary Seal Here:



ATTACHMENT F: CONSENT TO RELEASE INFORMATION

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

This 31st day of January, 2024.

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

By: Valentino T. Bates

Printed name: Valentino T. Bates

Printed Title: President/Principal

ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

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

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

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

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

4) **VTB** ***(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) VTB (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.

Valente
Signature

January 31, 2024
Date

55591
EEV/Basic Pilot Program
User Identification Number

September 26, 2007
Date of Authorization

Firm Name: KHAFRA Engineering Consultants, Inc.

Street/Mailing Address: 233 Peachtree Street, Suite 2575

City, State, Zip Code: Atlanta, GA 30303

Telephone Number: 404.525.2120

Email Address: vbates@khafra.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31st DAY OF January, 2024

ROBERT MITCHELL RM
Notary Public

My Commission Expires: 2-27-2026

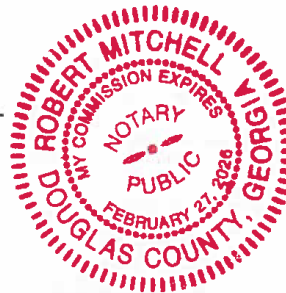


EXHIBIT “H”

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

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

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

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

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

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

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

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

Required Local Funds in the amount of \$_____, and

Additional Required Local Funds in the amount of \$_____.

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

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

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

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

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

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

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

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

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

OWNER:

ARCHITECT:

DEKALB COUNTY BOARD OF EDUCATION

By: _____
[Signature]

By: _____
[Signature]

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

[Printed Name]

By: _____
[Signature]

[Title]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

[Printed Address]

[Date of Execution]

[Date of Execution]

EXHIBIT "I"

CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

BY: Signature of Authorized Officer or Agent

Date

(Subcontractor Company Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:_____