

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

**Design
Professional:** Croft and Associates, Inc.

**Design
Professional Address:** 3380 Blue Springs Road
Kennesaw, GA 30144

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 Croft and Associates, Inc., authorized to do business in the State of Georgia, whose business address is 3380 Blue Springs Road, Kennesaw, GA 30144 (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 Kip Stokes, PE 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:

**Croft and Associates, Inc.
3380 Blue Spring Road
Kennesaw, GA 30144**

ATTENTION: Anthony Iorillo, RA

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

ARTICLE 24

MISCELLANEOUS

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

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

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

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 
[Signature]

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

By: 
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

6-20-24
[Date of Execution]


Erick Hofstetter, Chief Operating Officer

DESIGN PROFESSIONAL:

Croft & Associates, Inc.
[Typed Name]

By: 
[Signature]

Kip E. Stokes, Chief Operations Officer
[Printed Name, Title]

3380 Blue Springs Road

Kennesaw, GA 30144
[Printed Address]

5/17/2024
[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-017

RFQu 24-752-017 Attachment Package

RFQu 24-752-017 Appendices Package

Addendum No. 1 Dated January 8, 2024

Addendum No. 2 Dated January 12, 2024

Attachments:

A. Professional Architectural and Engineering Services

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

B. Professional Architectural and Engineering Services

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

C. Professional Architectural and Engineering Services

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

D. Professional Architectural and Engineering Services

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

E. Professional Architectural and Engineering Services

Revised Appendix D Design Guidelines (54 Pages)

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

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

Addendum No. 3 Dated January 24, 2024

Attachments:

A. Professional Architectural and Engineering Services

RFC No. 1 (2 Pages)

EXHIBIT "B"

WORK AUTHORIZATION FORM

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

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

PROJECT NAME AND NUMBER

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

SCOPE OF SERVICES

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

SCHEDULE

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

COMPENSATION

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

EXHIBIT "C"

STAFFING SCHEDULE

<u>Name</u>	<u>Function</u>
Kip Stokes	Principal-in-Charge
Anthony Iorillo	Project Manager
Miles Johnson	Quality Auditor
Daid Esterline	Project Architect
Wei Lu	Project Architect
Steven Weeks	Project Architect
Wayne Wellington	Project Architect
Anna Adams	Interior Designer
Amy Hadlow	Mechanical Engineer
Robbie Rahn	Electrical Engineer
Amanda Shiver	Mechanical Designer
Jim Anderson	Plumbing Designer
Civil:	Eberly & Associates
Structural:	Shear Structural
Kitchen Consultant:	Camacho
Cost Consultant:	ADE Construction Consultants

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,

CROFT & Associates, Inc.
[legal name of Architect]

3380 Blue Springs Road

Kennesaw, GA 30144
[address of Architect]

770-529-7714
[telephone number of Architect]

anthony@croftae.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>220</u> per hour
Director:	\$ <u>175</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>165</u> per hour
Project Architect:	\$ <u>150</u> per hour
Project Manager:	\$ <u>150</u> per hour
Project Coordinator:	\$ <u>120</u> per hour
Interior Designer:	\$ <u>150</u> per hour
Project Captain:	\$ <u>120</u> per hour
Technical Staff:	\$ <u>110</u> per hour
Contract Administrator:	\$ <u>85</u> per hour
Clerical:	\$ <u>80</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:	\$ 100	per hour
Scheduler:	\$ 90	per hour
Designer:	\$ 95	per hour
CADD:	\$ 75	per hour
Civil Engineer	\$ 150	per hour
Junior Civil Engineer	\$ 85	per hour
Civil Draftsman	\$ N/A	per hour
Structural Engineer	\$ 120	per hour
Junior Structural Engineer	\$ 90	per hour
Structural Draftsman	\$ N/A	per hour
Mechanical Engineer	\$ 120	per hour
Junior Mechanical Engineer	\$ 105	per hour
Mechanical Draftsman	\$ N/A	per hour
Electrical Engineer	\$ 120	per hour
Junior Electrical Engineer	\$ 105	per hour
Electrical Draftsman	\$ N/A	per hour
Fire Protection Engineer	\$ 115	per hour
Junior Fire Protection Engineer	\$ N/A	per hour
Fire Protection Draftsman	\$ N/A	per hour
FF&E Coordinator	\$ 80	per hour
Others as appropriate	\$ N/A	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>Kip Stokes</u>	<u>Principal-in-Charge</u>
<u>Anthony Iorillo</u>	<u>Project Manager / Primary Point of Contact</u>
<u>Miles Johnson</u>	<u>Quality Auditor</u>
<u>David Esterline, Wei Lu, Steven Weeks, Wayne Wellington</u>	<u>Project Architects</u>
<u>Anna Adams</u>	<u>Interior Designer</u>
<u>Amy Hadlow, Amanda Shiver, Robbie Rahn, Jim Anderson</u>	<u>MEP Engineering</u>
<u>Holly Jeffreys</u>	<u>Structural Engineer</u>
<u>Cody Lanman</u>	<u>Civil Engineer</u>
<u>James Camacho</u>	<u>Kitchen Consultant</u>
<u>Dan Ergle</u>	<u>Cost Consultant</u>
<u> </u>	<u> </u>

Civil:	<u>Eberly & Associates</u>
Structural:	<u>Shear Structural</u>
Mechanical:	<u>CROFT</u>
Plumbing:	<u>CROFT</u>
Electrical:	<u>CROFT</u>
Kitchen Consultant:	<u>Camacho</u>

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
1 (1/8/24), 2 (1/12/24), 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,

CROFT & Associates, Inc.

[typed name of Architect]

By: Anthony Lorillo [seal]
[signature]

Anthony Lorillo, Principal/Business Unit Director

[typed name and title]

3380 Blue Springs Road, Kennesaw, GA 30144

[address of Architect]

() 770-529-7714
[business telephone number]

01/09/23

[date of execution]

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

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”

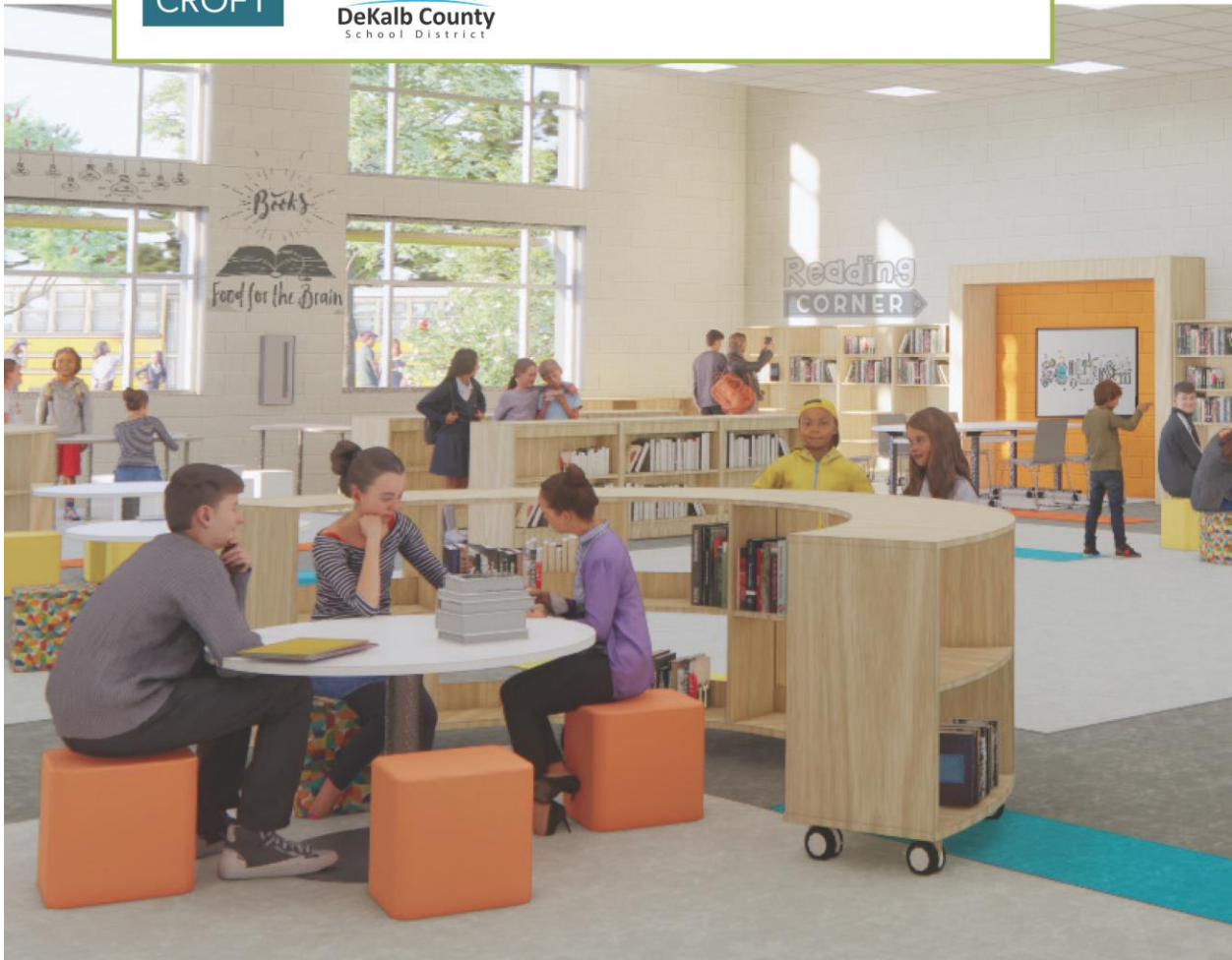
DESIGN PROFESSIONAL PROPOSAL

Request for Qualifications
(RFQu) No. 24-752-017

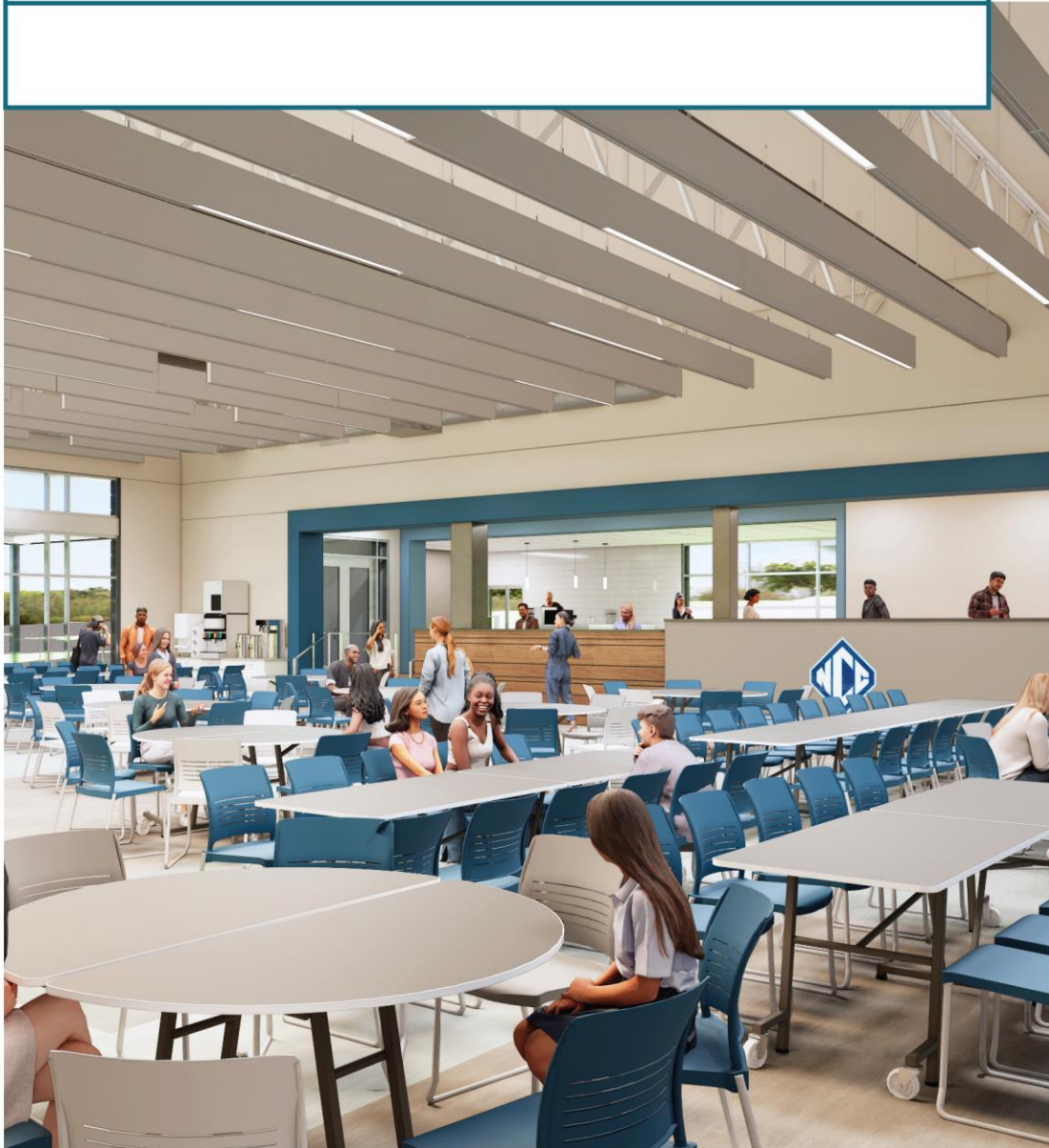
**Professional
Architectural & Engineering Services**

February 1, 2024

CROFT



4.0 Statement of Qualifications



LETTER OF INTRODUCTION

February 1, 2024

Belinda Quillet
Sr. Procurement Manager
DeKalb County School District
Sam A. Moss Center
1780 Montreal Rd.
Tucker, GA 30084



RE: **Request for Qualifications (RFQu) No. 24-752-017 Professional Architectural and Engineering Services**

Dear Selection Committee:

On behalf of our K-12 Design Studio at CROFT & Associates (CROFT), we are excited to submit our proposal for your RFQ for Architectural and Engineering Services for Dekalb County School District (DCSD). We intend to prove that CROFT is the highest qualified firm to serve DCSD. In a word CROFT can be TRUSTED. We have proven through our over 30 projects that we know how to serve DCSD, follow your standards, incorporate your team's direction and deliver to your budget and expectations. At CROFT we can serve from assisting in selecting the correct site, design mechanical systems, provide safe campus improvements, deliver the appropriate design and the greatest value for DCSD and your community for generations. We are the Right Firm, Right Team with the Right Experience and Right Approach to ensure your project is successful in achieving the DCSD vision to inspire your community of learners to achieve educational excellence. In this proposal, we will present that our team matches the skills this project will require: site selection assistance, educational facility programming experience, design expertise, success in permitting with DOE and Dekalb County, high quality and well-coordinated documents, lowest in-class change order experience and excellent construction administration while leveraging our tools, processes and behaviors to meet your project milestones and budget. CROFT offers the following team benefits to DCSD:

- ✓ **PROVEN** – Success is the result of appropriate expertise, intentional focus and proven processes. CROFT leverages proven processes to serve our clients well delivering designs that achieve project goals, schedule and budget.
- ✓ **CONNECTED** – CROFT knows and understands the permitting requirements of Dekalb County, and CROFT and our civil teammate Eberly is relationally connected to the County and the County Fire department.
- ✓ **EXPERIENCED** – CROFT are experts in educational facility design with unique expertise performing small complex renovations. We have great relationships with the DOE reviewers and know and experienced in managing the DOE review process.
- ✓ **COLLABORATIVE** – CROFT designs your vision providing custom design solutions. Our expertise and people are unique seeing your team's goals as the highest priority. Our people make our projects successful.
- ✓ **QUALITY** – CROFT achieves high levels of coordination and quality results through the skill of our team of architects and in-house MEP engineers combined with longtime partners and our quality processes.

Our goal is to work alongside DCSD in capturing your vision for the scope of these projects and bringing it to reality, all while strictly adhering to your design guidelines, budget and schedule. As your Project Executive, I will serve as your main point of contact and team leader for the duration of this contract and assign appropriate Project Managers and teams to each project. I will be supported by Kip Stokes - Project Executive and Architect of Record, Miles Johnson, Quality, Michael Gunn - Project Architect, Anna Adams - Interior Design, Vincent Mazzei, Engineering, and Amy Hadlow – Lead Mechanical Engineer along with a team with great experience and knowledge. With the right tools and processes to get the job done, CROFT proves time and time again our ability to lead and manage projects successfully. Your project's success is our only option.

Through these team benefits, the core of our message is that **WE ARE READY**. With a high level of continuous communication, a collaborative team and expertise in educational facilities and renovations, our team is available and committed to be your **Trusted Advisor** and **Relentless Advocate**.

We ask you to select CROFT as your design partner for the new DeKalb County School District.

CROFT & Associates, Inc.

Anthony Iorillo, RA
Project Manager, Primary Point of Contact
Cell 770-490-1495
anthony@croftae.com

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COMPLIANCE INFORMATION

4.3.1 Certified Business

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

Name: CROFT & Associates, Inc. a Corporation

4.3.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State, establishing that each joint venture partner or partner is authorized to do business in Georgia.

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

ANNUAL REGISTRATION *Electronically Filed*
 Secretary of State
 Filing Date: 1/19/2023 1:56:50 PM

BUSINESS INFORMATION	
CONTROL NUMBER	0516649
BUSINESS NAME	Croft and Associates, Inc.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/19/2023
ANNUAL REGISTRATION PERIOD	2023, 2024, 2025

PRINCIPAL OFFICE ADDRESS	
ADDRESS	3400 Blue Springs Rd, Suite 200, Kennesaw, GA, 30144, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
WILLIAM MARK JACKSON	32 Cleburne Avenue, Marietta, GA, 30064, USA	Cobb

OFFICERS INFORMATION		
NAME	TITLE	ADDRESS
JAMES H. CROFT, JR.	CEO	3400 Blue Springs Rd Suite 200, KENNESAW, GA, 30144, USA
WILLIAM MARK JACKSON	SECRETARY	3400 BLUE SPRINGS RD SUITE 200, KENNESAW, GA, 30144, USA
WILLIAM MARK JACKSON	CFO	3400 BLUE SPRINGS RD SUITE 200, KENNESAW, GA, 30144, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	William Mark Jackson
AUTHORIZER TITLE	Officer



4.3.2 Registration, Licenses, Certifications

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



CROFT | Kip Stokes, PE



CROFT | Anthony Iorillo, RA



CROFT | Miles Johnson, PE



CROFT | Wei Lu, RA



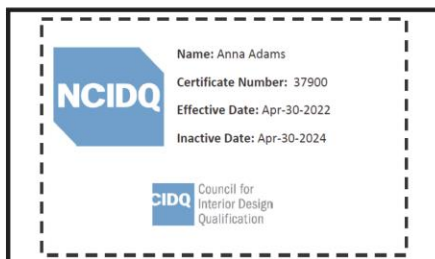
CROFT | Steven Weeks, RA



CROFT | Wayne Wellington, RA



CROFT | David Esterline, RA



CROFT | Anna Adams, NCIDQ



4.3.2 Registration, Licenses, Certifications

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



CROFT | Amy Hadlow, PE



CROFT | Robbie Rahn, PE



Shear | Holly Jeffreys, PE



Eberly | Cody Lanman, PE



4.3.2.2 Joint Venture

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

- a. Copy of current Georgia Professional Registration of the joint venture; or
- b. A copy of the current Georgia Professional Registration of one of the joint venture partners.

Not applicable.

4.3.3.1 Number of Years In Business

4.3.3.1 State number of years in business.

Years In Business: 19 years

4.3.3.2 Location

4.3.3.2 State the location, address, and telephone number of Firm's offices. If the Firm is a joint venture or partnership, identify the location, address, and telephone number of the principal place of business of the joint venture or partnership designated with the Georgia Division of Corporations.

Location: Kennesaw, GA
Address: 3380 Blue Springs Rd, Kennesaw, GA 30144
Telephone: 770-529-7714

Location: Lawrenceville, GA
370 W Crogan St, Lawrenceville, GA 30046
Telephone: 770-529-7714

Location: Golden, CO
1211 Cheyenne St, Golden, CO 80401
Telephone: 770-529-7714

Location: Charlotte, NC
10700 Sikes Place, Suite 310, Charlotte, NC 28277
Telephone: 770-529-7714

4.3.3.3 Firm Officers

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

Jim Croft, RA, NCARB
Mark Jackson, PE, RA
Anthony Iorillo, RA, LEED AP
Jeff Morgan, PE
Kip Stokes, PE
Stacey Chapman, CIT

4.3.4.1 Conflicts of Interest

4.3.4.1 If any conflicts of interest issues are identified, provide a detailed plan of action on how any existing or potential conflicts of interest will be mitigated in the case your firm is recommended for this project. DCSD at its sole discretion, shall determine the adequacy of the plan and whether the conflict will disqualify the firm from consideration for the RFQ. If DCSD determines that the firm will be disqualified due to the conflict, the firm's proposal will not be evaluated or considered by the Selection Committee below, within their respective areas of experience and knowledge.

CROFT does not have any past or current conflicts of interest that would impact or jeopardize our contract with DCSD.



4.3.5.2 Insurance Capacity

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

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 10/23/2023

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

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

PRODUCER: MEDALLION INSURANCE SERVICES
 PO Box 78089
 Charlotte NC 28271

CONTACT: Phyllis Constantino
 PHONE: (704) 256-6500 FAX: (704) 256-6001
 E-MAIL: phyllis@medallioninsurance.com

INSURERS IN FORMING COVERAGE: RAK # 13056
 INSURER A: RLI Insurance Company

INSURED: C&R & Associates, Inc.
 3300 Blue Springs Rd
 Kernersville GA 20144

COVERAGES: CERTIFICATE NUMBER: CL23101789388 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.

LINE	TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIR. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCCUR <input type="checkbox"/> AGG. <input checked="" type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOES <input type="checkbox"/> AUTOES ONLY <input type="checkbox"/> AUTOES ONLY <input type="checkbox"/> AUTOES ONLY <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	PSB0002573	11/05/2023	11/05/2024	EACH OCCURRENCE \$ 1,000,000 POLICY LIMIT \$ 1,000,000 MED. EXP. ADV. PER PERSON \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP. PROP. AND INFILTRATION OWNED \$ 1,000,000 AUTOMOBILE LIABILITY ANY AUTO \$ OWNED \$ AUTOES ONLY \$ AUTOES ONLY \$ UMBRELLA LIAB EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 EXCESS LIAB EACH OCCURRENCE \$ AGGREGATE \$	
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY INSURED OR CONTRACTOR'S RESIDENTIAL OCCUPANCY EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> EMP. EMPLOYER DESCRIPTION OF OPERATIONS below	PSV0002498	11/05/2023	11/05/2024	<input checked="" type="checkbox"/> SEC. STIPULE <input type="checkbox"/> 23+ EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EACH EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000	
A	PROFESSIONAL LIABILITY CLAIMS-MADE	RDP00052513	11/05/2023	11/05/2024	AGGREGATE \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Information Purposes

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: *Phyllis Constantino*

ACORD 25 (01/6/03) The ACORD name and logo are registered marks of ACORD. © 1988-2015 ACORD CORPORATION. All rights reserved.

4.3.5.3 Litigation

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

CROFT & Associates has never been involved in a lawsuit or a professional liability claim, nor do we have any pending lawsuits or professional liability claims.

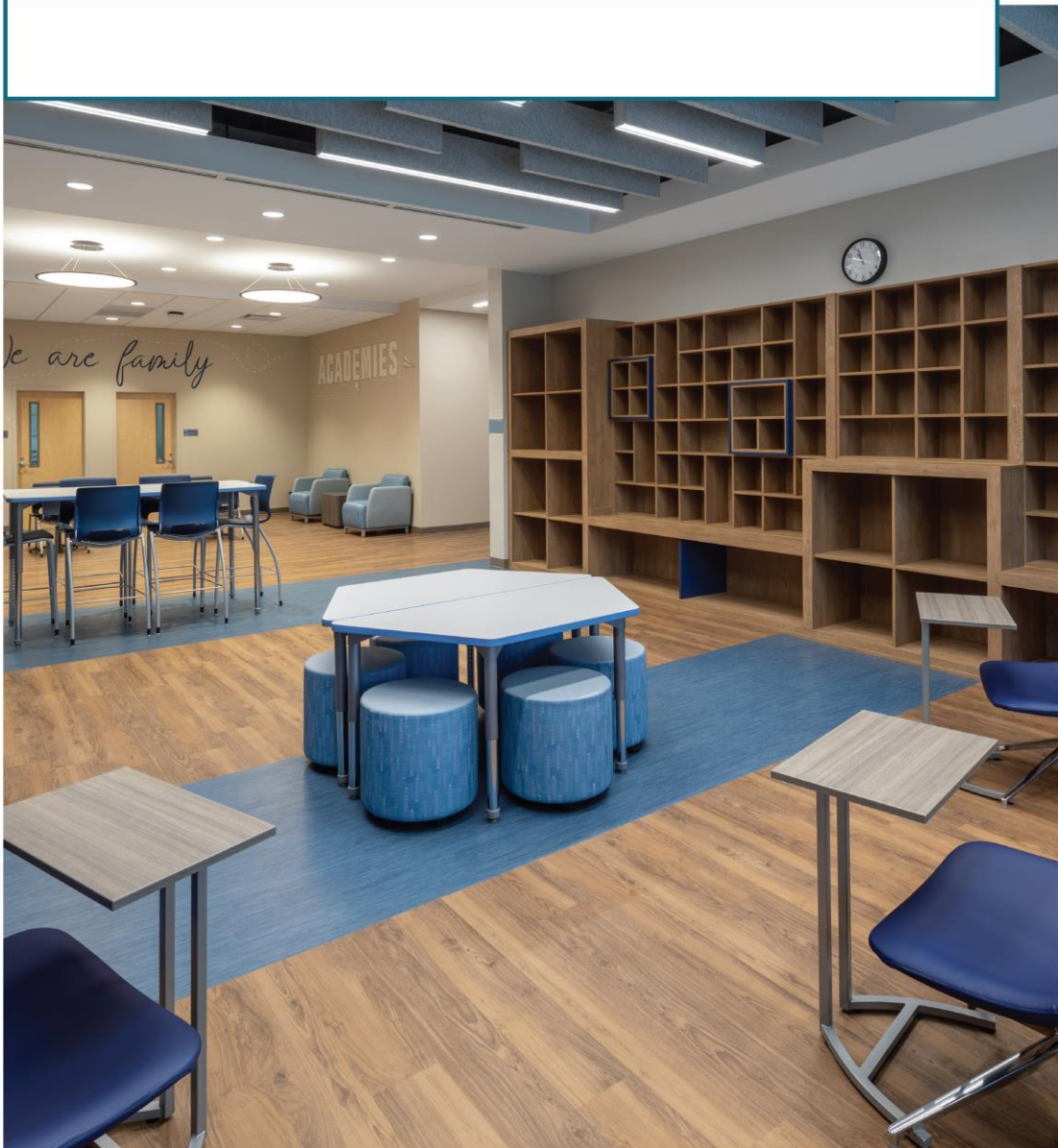
4.3.5.4 Insurance Claims

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

CROFT & Associates has not had any errors and omissions or professional liability claims filed against us.



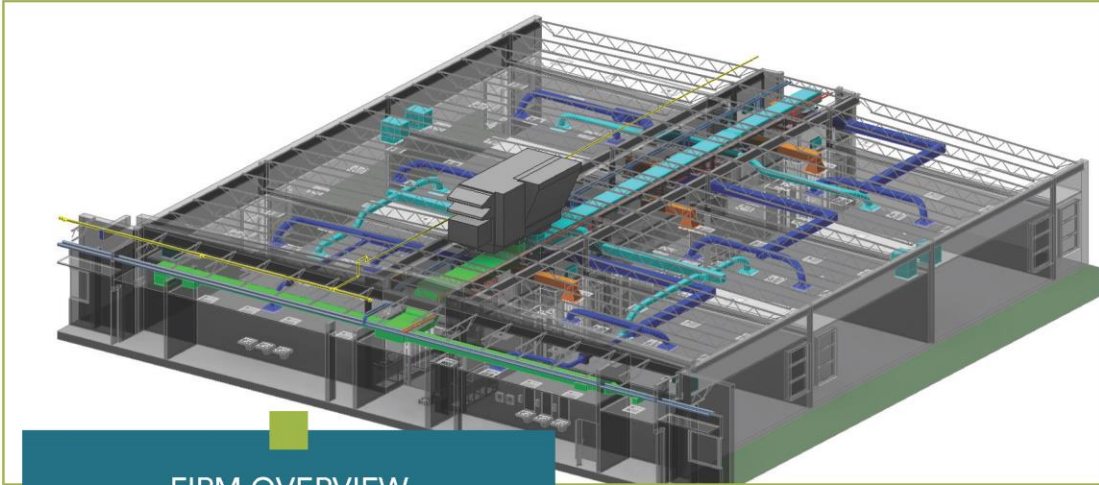
5.0 Initial Screening Criteria



5.0 INITIAL SCREENING CRITERIA

5.1.1 Successful Related Architectural Experience

5.1.1.1 List the project which best illustrate the experience of the firm which utilized the current staff which is being assigned to this project.



FIRM OVERVIEW

CROFT & Associates (CROFT), founded in 2004, is a full-service architecture, interior design and engineering firm committed to service for our clients. The team at CROFT strives wholeheartedly in *servng beyond architecture*. This attitude is at the core of our culture with service to our clients, service to our people and service in our community. Our history of providing great service to our clients is predominantly what sets us apart in our industry. We are a solutions provider – solutions that provide the best value to fit our client’s needs. Licensed in 42 states, CROFT’s professional staff designs and manages more than \$225 million in construction of new and renovated facilities each year. The staff of 87 professionals is comprised of registered architects, interior designers, and professional engineers who enthusiastically embrace their purpose to be our clients’ trusted advisor and relentless advocate. CROFT has been involved in delivering durable, successful education projects for more than 19 years. Combined with our cohesive team of design consultants, the CROFT team provides a deep bench of experience and the capabilities that we believe are exactly the right fit to serve DeKalb County School District well. We believe our cohesive team of architects, interior designers and mechanical, electrical and plumbing engineers, working under one roof is an important CROFT differentiator in successfully executing complex design projects with the creativity and technical excellence needed to deliver a successful project.

K-12 School Experience

Through the completion of 100+ K-12 school projects, the CROFT Team knows and understands the Georgia Department of Education processes and how to successfully implement the best design solution for our K-12 clients.

DCSD Experience

CROFT has worked with DCSD for security upgrades at 21 different schools including Ashford Park Elementary School, Druid Hills High School and Toney Elementary, which is a similar HVAC replacement and renovation. CROFT understands the District’s personnel, protocols, processes and priorities.

Complex Renovation Experts

CROFT lives and breathes complex renovation solutions. Renovations and system upgrades (modernizations) make up 60% of our annual revenues. We emphasize thorough site/building due diligence practices to effectively document the existing conditions.

CROFT

Toney Elementary School & Livsey Elementary School

Decatur, Georgia



CROFT is proud to be at the forefront of two significant projects aimed at enhancing the educational environments of DeKalb County schools. At Livsey Elementary School, originally constructed in 1971, and featuring a gymnasium building added in 2003, CROFT is currently providing design services for the replacement of the HVAC system. The school, spanning approximately 40,414 square feet, is set to undergo a transformation that focuses on improving environmental quality and overall efficiency.

Simultaneously, CROFT has been selected to spearhead the modernization efforts for Toney Elementary School, built in 1959, covering an area of 52,000 square feet. The primary objective of this project is the comprehensive replacement of the entire HVAC system. The upgraded system is designed not only to boost energy efficiency but also to address humidity concerns and ensure the circulation of cleaner air. Beyond HVAC improvements, the project encompasses the installation of new LED lighting systems throughout the facility, enhancing both energy efficiency and illumination quality. Additionally, for improved durability and aesthetics, new ceilings will be implemented across the entire school.

Project Owner Representatives
 Toney Elementary School
 Carl Henry, Project Manager
 1870 Montreal Road
 Tucker, GA 30084
 TEL 404-702-1398
 c03312001@dekalbschoolsga.org

Project User's Representatives
 Toney Elementary School
 Carl Henry, Project Manager
 1870 Montreal Road
 Tucker, GA 30084
 TEL 404-702-1398
 c03312001@dekalbschoolsga.org

Project Owner Representatives
 Livsey Elementary School
 Ashley Kebreau, Project Manager
 1701 Mountain Industrial Blvd
 Stone Mountain, GA 30083
 TEL 678-676-0503
 ashley_kebreau@dekalbschools.org

Project User's Representatives
 Livsey Elementary School
 Ashley Kebreau, Project Manager
 1701 Mountain Industrial Blvd
 Stone Mountain, GA 30083
 TEL 678-676-0503
 ashley_kebreau@dekalbschools.org

Firm's Responsibility

- Architecture
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Due Diligence
- Kitchen Design
- Fire Protection
- Programming
- Specifications
- Cost Estimating

Project Owner Representative

Carl Henry, Project Manager
 1870 Montreal Road
 Tucker, GA 30084
 404-702-1398
 c03312001@dekalbschoolsga.org

Project User's Representative

Carl Henry, Project Manager
 1870 Montreal Road
 Tucker, GA 30084
 c03312001@dekalbschoolsga.org
 404-702-1398

Construction Completion

Toney: TBD
 Livsey: June 2024

Construction Cost / Size

Toney: \$6,913,820 / 59,591 SF
 Livsey: \$4,335,000 / 40,414 SF

Present Status of Project

Toney: Construction Documents
 Livsey: Construction Documents

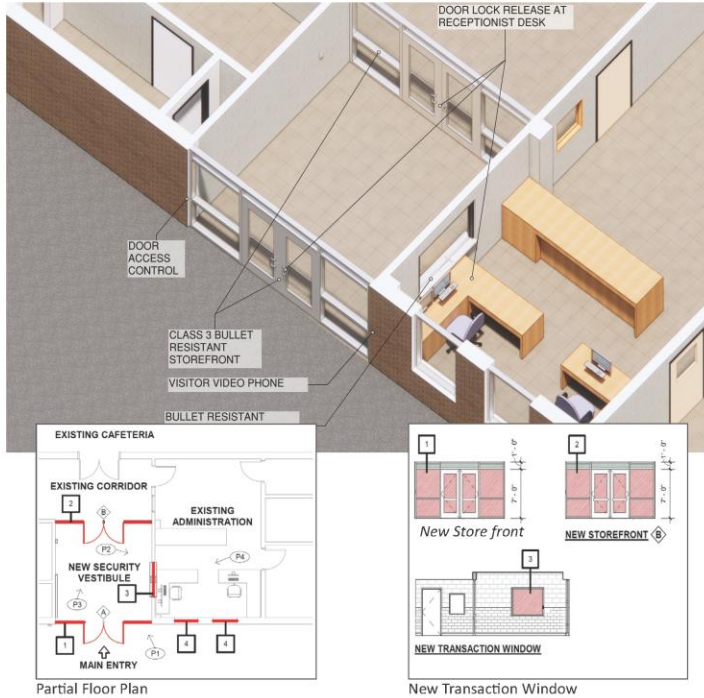
Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA - Project Manager
- ✓ Kip Stokes, PE - Quality Lead
- ✓ Steven Weeks, RA - Project Architect
- ✓ Amy Hadlow, PE - Mechanical Engineer
- ✓ Amanda Shiver, EIT - Mechanical Designer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Jim Anderson - Plumbing Engineer
- Cynthia Hurell - Fire Protection Designer
- Sebastian Archer - Construction Administration



DeKalb County Schools Security Vestibules

DeKalb County, GA



CROFT is providing full architectural and engineering design services for the district's renovation to add security vestibules. We worked closely with District leadership to determine the goal for the vestibules and design standard for the operation and components. This process has delivered both static and dynamic security and intrusion prevention providing protection to the students and staff at DCSD. We are proud to have served DCSD on the design of over 21 security vestibules for Ashland Park Elementary, Briarlake Elementary, Chestnut Elementary, DeKalb Early College Academy, Elizabeth Andrews High School, Henderson Middle School, Idlewood Elementary, Oak Grove Elementary, Sequoyah Middle School, Vanderlyn Elementary, Druid Hills High School and more.

Firm's Responsibility

- Architecture
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection
- Adaptive Facility Reuse
- Renovation & New Design
- Active Shooter/Forced Intrusion Protection
- Sustainable Design
- Specifications

Project Owner Contact

Eno Atta LEED AP, PMP,®CCM
 Deputy Program Director
 AECOM CIP Team | DCSD
 SPLOST V CIP Program
 1780 Montreal Road | Tucker, GA 30084
 TEL: 404-784-2860
 C08041501@dekalbschoolsga.org
 eno.atta@aecom.com

Project Representative Contact

Carl Henry, Project Manager
 DeKalb County School District
 1780 Montreal Rd, Tucker, GA 30084
 TEL: 678-676-1415

Construction Completion

January 2023

Construction Cost / Size

\$200,000 Average Per School
 Total of 21 Schools / Size Varies

Present Status of Project

Closeout of Construction

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA - Project Manager
- ✓ Kip Stokes, PE - Principal-in-Charge
- ✓ Miles Johnson, PE - Quality
- ✓ Steven Weeks, RA - Project Architect
- Vincent Mazzei, PE - Mechanical Engineer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Cynthia Hurell - Fire Protection
- ✓ Holly Jeffreys, PE - Structural Engineer

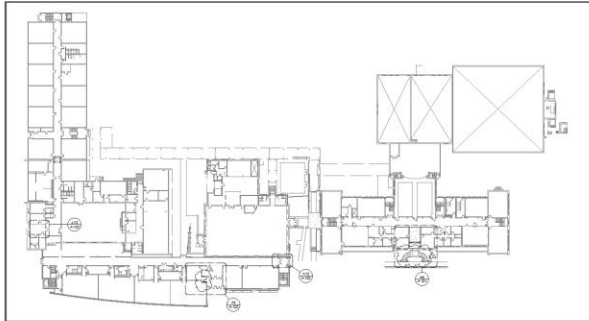


Druid Hills High School . Security, Accessibility & Fire Protection Upgrades

Atlanta, GA



CROFT is providing architecture and engineering design services to DeKalb County School District for Druid Hills High School including a new sprinkler system, security vestibules and improving accessibility. The scope for the new sprinkler system includes a building assessment to identify deficiencies of the existing four-story Classroom Building and a report identifying such deficiencies. In addition, Construction Drawings with the design of the new sprinkler system for portions of the education building and the cafeteria with kitchen building are included. This security feature will add both passive and technology controls to the main and cafeteria entrance.



Firm's Responsibility

- Architecture
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Low Voltage
- Fire Protection
- Structural Engineering
- Sustainable Design
- Permitting
- Cost Estimating

Project Owner Contact

Carl Henry, Project Manager
DeKalb County School District
1780 Montreal Rd, Tucker, GA 30084
TEL: 678-676-1415
c03312001@dekalbschoolsga.org

Project Representative Contact

Carl Henry, Project Manager
DeKalb County School District
1780 Montreal Rd, Tucker, GA 30084
TEL: 678-676-1415
c03312001@dekalbschoolsga.org

Construction Completion

July 2022

Construction Cost / Size

\$561,600 / 31,473 SF

Present Status of Project

Completed

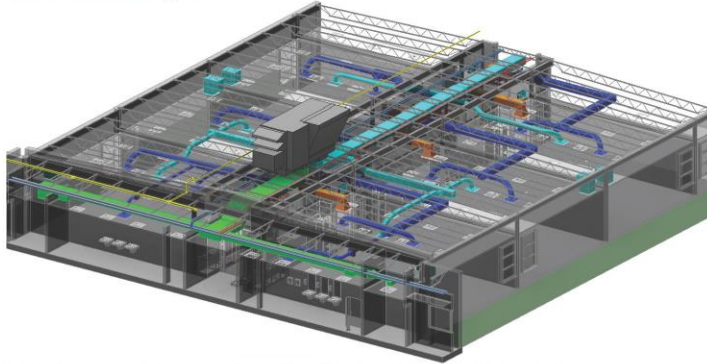
Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA - Principal-in-Charge
- ✓ Miles Johnson, PE - Quality
Vincent Mazzei, PE - Mechanical Engineer
- ✓ Robbie Rahn, PE - Electrical Engineer
Sebastian Archer, Construction Administration
Iza Suwaj - Architectural Designer



Carmel Elementary School & RM Moore Elementary School Modernizations

Waleska, Georgia



CROFT provided services for the modernization of two elementary schools within the Cherokee County School District. The first project at Carmel Elementary School is a 130,000 square foot school originally constructed in 1998. The comprehensive scope of work encompasses the replacement of the entire HVAC system, energy management controls, and roof. The upgraded HVAC system is designed not only to enhance energy efficiency but also to address humidity concerns and promote cleaner air throughout the school. Plumbing fixtures are undergoing a complete upgrade, and new lighting systems, featuring LED fixtures with color tunable and dimmable capabilities in special needs classrooms, are being implemented. To improve both durability and aesthetics, the project includes the installation of new ceilings, painted walls, and new flooring. Significant upgrades to the kitchen encompass new floor drains, exhaust hoods, serving line, cooler, freezer, as well as new equipment and finishes. The hydroponics lab is also undergoing renovations, incorporating more suitable mechanical systems, infrastructure, and finishes.

The second project RM Moore Elementary School a 117,552 square foot facility originally built in 1996. Similar to the first project, the primary focus is on the complete replacement of the HVAC system and energy management controls. The upgraded HVAC system aims to improve energy efficiency, address humidity issues, and enhance air quality within the school. Plumbing fixtures are being upgraded, and new lighting systems, featuring LED fixtures with color tunable and dimmable capabilities in special needs classrooms, are being integrated. For enhanced durability and aesthetics, new ceilings, painted walls, and new flooring will be added throughout the facility. The kitchen will undergo major upgrades, including new floor drains, exhaust hoods, serving line, cooler, freezer, new equipment, and finishes. The hydroponics lab is also slated for renovation with improved mechanical

Firm's Responsibility

- Architecture
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Kitchen Design
- Fire Protection
- Programming
- Specifications
- Cost Estimating

Project Owner Contact

Mitch Hamilton, Director, Planning/
Facilities/Compliance
Cherokee County School District
200 Mountain Brook Court
Canton, GA 30115
770-721-8450
mitch.hamilton@cherokeek12.net

Project Representative Contact

Mitch Hamilton, Director, Planning/
Facilities/Compliance
Cherokee County School District
1205 Bluffs Parkway
Canton, GA 30114
770-721-8450
mitch.hamilton@cherokeek12.net

Construction Completion

Carmel: Anticipated Fall 2024
RM Moore: Anticipated Fall 2024

Construction Cost / Size

Carmel: \$8,600,000 / 130,000 SF
RM Moore: \$6,000,000 / 117,552 SF

Present Status of Project

Carmel: Permitting / Bidding
RM Moore: Permitting / Bidding

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Kip Stokes, PE - Principal-In-Charge
- ✓ David Esterline, RA - Project Manager
- ✓ Miles Johnson, PE - Quality
- ✓ Wei Lu, RA - Project Architect
- ✓ Steven Weeks, RA - Project Architect
- ✓ Anna Adams, NCIDQ - Interior Designer
- ✓ Amy Hadlow, PE - Mechanical Engineer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Jim Anderson - Plumbing Engineer
- ✓ Holly Jeffreys, PE - Structural Engineer
- ✓ Dan Ertle - Cost Estimating



Sequoyah High School Nutrition Test Kitchen

Canton, GA



CROFT is providing full architectural and engineering design for the renovation of 2,239 SF an existing College, Technology and Agricultural Education kitchen and classroom. These areas will be combined to form one large College, Technology and Agricultural Education kitchen with six cooking stations, a classroom, teacher's office, and storage room. The newly designed classroom will receive new equipment, plumbing fixture, ceiling, and lighting fixtures. Power distribution, mechanical system, and plumbing modifications will be provided to support the new College, Technology and Agricultural Education kitchen layout.

Firm's Responsibility

- Architecture
- Interior Design
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Low Voltage
- Due Diligence
- Permitting
- Fire Protection
- Audio Visual & Acoustics
- Geotechnical Investigations
- Construction Administration

Project Owner Contact

Mitch Hamilton, Director, Planning/
Facilities/Compliance
Cherokee County School District
1205 Bluffs Parkway
Canton, GA 30114
770-721-8450
mitch.hamilton@cherokeek12.net

Project Representative Contact

Mitch Hamilton, Director, Planning/
Facilities/Compliance
Cherokee County School District
1205 Bluffs Parkway
Canton, GA 30114
770-721-8450
mitch.hamilton@cherokeek12.net

Construction Completion

Summer 2023

Construction Cost / Size

\$1,142,084
2,239 SF

Present Status of Project

Complete

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Kip Stokes PE - QA/QC
- ✓ David Esterline, RA - Project Manager
- ✓ Wei Lu, RA - Project Architect
- ✓ Amy Hadlow, PE - Mechanical Engineer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Miles Johnson, PE - Plumbing Engineer



Cherokee County Schools Bus Wash I & II

Holly Springs, GA



CROFT provided full architectural and engineering services for the replacement of 2 existing open air bus wash facilities. The renovation included: the demolition of the existing bus wash system, demolition of the existing equipment shed building, and the demolition of existing slab and drainage system. A new Heavy Duty Vehicle Wash System was assembled in a new 2,600 SF CMU Block building with metal roof.

Firm's Responsibility

- Architecture
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Low Voltage
- Due Diligence
- Permitting
- Fire Protection
- Audio Visual & Acoustics
- Geotechnical Investigations
- Construction Administration

Project Owner Contact

Mitch Hamilton, Director, Planning/
Facilities/Compliance
Cherokee County School District
1205 Bluffs Parkway
Canton, GA 30114
770-721-8450
mitch.hamilton@cherokeek12.net

Project Representative Contact

Mitch Hamilton, Director, Planning/
Facilities/Compliance
Cherokee County School District
1205 Bluffs Parkway
Canton, GA 30114
770-721-8450
mitch.hamilton@cherokeek12.net

Construction Completion

July 2023

Construction Cost / Size

Bus Wash I: \$1,597,000
Bus Wash II: \$1,635,777
2,600 SF

Present Status of Project

Complete

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA - Principal-in-Charge
- ✓ Kip Stokes, PE - QA/QC
- ✓ Steven Weeks, RA - Project Architect
- Vincent Mazzei, PE - Mechanical Engineer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Miles Johnson, PE - Plumbing Engineer



Various Facility Studies at the University of Georgia Athens, GA



CROFT is providing services for various projects on the University of Georgia's campus in Athens, GA. Below is a list of ongoing projects CROFT is involved in:

Gilbert Hall

Gilbert Hall is one of numerous buildings in the Franklin College of Arts and Sciences. The original building was constructed in the early 1940s and had a major addition in the 1970s. The facility is 4 stories and approximately 50,000 SF. CROFT is performing an evaluation of the entire HVAC system and provide a comprehensive report.

Baldwin Hall

Named for the University's first president, Baldwin Hall serves the Department of Sociology, Political Science, Anthropology, Criminal Justice, and Public Administration and Policy in the Franklin College of Arts and Sciences. The original building was constructed in 1938, with a multi-story addition in 2018. The facility has 3 main levels, a basement level, and a sub-basement, with building floor space totalling approximately 70,000 SF. CROFT is performing an evaluation of the entire building HVAC system, and providing a comprehensive report, including description of the existing conditions, recommendations of immediate repair/replacement of HVAC equipment, and recommendations of new systems that would be feasible for the replacement of the existing HVAC system.

Peabody Hall

Peabody Hall is a historic building on the UGA campus. There are three levels, including a basement, totalling approximately 27,000 square feet. The current facility houses Academic and Administrative offices, and a few classrooms. The project consists of the evaluation of the existing MEP Systems, as they relate to the addition of a new elevator, new Men and Women Restrooms, and renovation of an Auditorium located in the main level. CROFT is providing a written assessment to the client, describing the existing conditions, and providing recommendations of any upgrades, replacement, or modifications of the existing systems to accommodate the new bathrooms and elevators, and the renovation of the Auditorium. The final report is intended to be the basis of the scope of work when the project moves to design phase.

Firm's Responsibility

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Condition Assessment
- Low Voltage
- Due Diligence
- Permitting
- Fire Protection

Project Owner Contact

Eric Sherman, Director of Facilities
Management Division
University of Georgia
1180 E Broad St, 021 Chocopee Complex
Athens, GA 30602
706-542-7485
ericj@uga.edu

Project Representative Contact

Eric Sherman, Director of Facilities
Management Division
University of Georgia
1180 E Broad St, 021 Chocopee Complex
Athens, GA 30602
706-542-7485
ericj@uga.edu

Construction Completion

N/A

Construction Cost / Size

Various

Present Status of Project

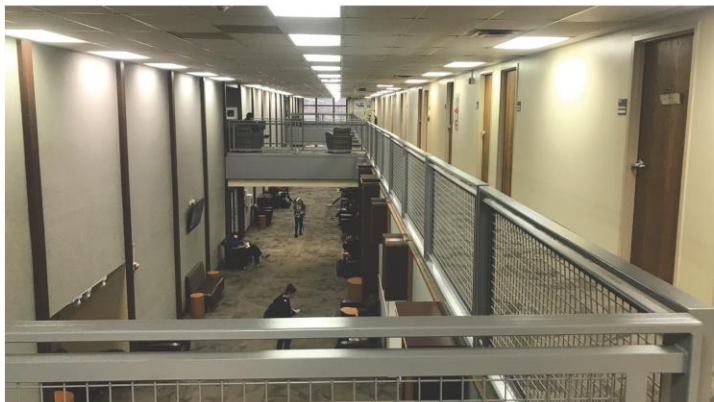
Ongoing

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA - Principal-in-Charge
- ✓ Kip Stokes, PE - QA/QC
- ✓ Amy Hadlow, PE - Mechanical Engineer
- ✓ Amanda Shiver, EIT - Mechanical Designer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Jim Anderson - Plumbing Engineer



University of West Georgia Task Order Contract Carrollton, GA



CROFT has been providing task order design services for the University of West Georgia for almost four years. Services have included the full range of design services from pre-design all the way through construction administration. Each task order was focused on improving the facility conditions to meet the University's goals for space utilization and function, increased operational efficiencies, better learning and collaboration environments and healthier facilities. These renovation projects have included the following:

Facility Condition Assessments/Programming/Costing & Concept Design

CROFT provided these pre-design services for multiple campus facilities - Student Activities Center, Alumni House, Adamson Hall and Miller Hall.

ADA Assessments - CROFT performed ADA assessments of restrooms at six (6) UWG buildings - Education Center, Boyd Hall, Calloway Hall, Humanities Building, Pafford Hall and Martha Munro Hall.

UWG Coliseum - The Coliseum staff needed to consolidate and allocate a central location for their offices. This internal renovation created necessary space for coordinating and organizing Coliseum events with a customer service counter open to the public.

Education Center - CROFT addressed life safety and ADA issues that were identified in our facility assessment. This renovation included new railings, restroom renovations and fire alarm upgrades.

Gunn Hall - CROFT provided schematic design for this facility adaptive re-use, which included the transformation of an existing student dormitory into an office environment.

Sanford Hall - CROFT provided full design services for the renovation of the first floor and parts of the basement floor to accommodate ADA compliant restrooms and updated finishes.

Firm's Responsibility

- Architecture
- Interior Design
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
- Structural Engineering
- Facility Condition Assessments
- ADA Assessments
- Costing Services
- Adaptive Re-Use
- Historic Rehabilitation
- Construction Administration

Project Owner Contact

Sheree Grader
 Director Planning & Construction Services
 University of West Georgia
 404-735-8175
 sgrader@westga.edu

Project Representative Contact

Sheree Grader
 Director Planning & Construction Services
 University of West Georgia
 404-735-8175
 sgrader@westga.edu

Construction Completion

Various

Construction Cost / Size

Owner construction budgeting for all task orders: \$5,000,000

Projects of various SF

Present Status of Project

Ongoing

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA - Principal-in-Charge
- ✓ Kip Stokes, PE - QA/QC
- ✓ Amy Hadlow, PE - Mechanical Engineer
- ✓ Amanda Shiver, EIT - Mechanical Designer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Jim Anderson - Plumbing Engineer



Dalton State University Task Order Contract

Dalton, GA



CROFT provided full architectural and engineering services for multiple projects for Dalton State College, including:

Sequoia Hall Renovation

Sequoia Hall is a 42,000 SF Classroom Building, built in the late 60's and an addition was added in the 80's. The existing HVAC system consisting of a 4-pipe system was in need of replacement. CROFT designed a new 4-pipe system consisting of a high efficiency air cooled chiller, a condensing boiler, three air handling units, terminal units with hot water reheat, new circulating chilled and hot water pumps, and new DDC controls. Due to the funding of the project, CROFT recommended to phase out the construction by replacing the existing boiler and circulating pumps as Phase I, then renovating the entire building.

Air Handling Units and Chiller Replacement - Brown Hall

CROFT provided mechanical and electrical design for the replacement of the roof mounted air handling units and the air-cooled chiller serving Brown Hall. Brown Hall is a 2-story, approximately 35,000 SF building, housing faculty offices, classrooms, and lecture halls.

Other Projects on Dalton State's Campus:

- Air Handling Unit Replacement - Roberts Library
- Mechanical and Electrical Renovation - Health Professions Building
- Mechanical Equipment Replacement - Liberal Arts Building
- Mechanical Equipment Replacement - Ottinger Hall
- Air Handling Units Replacement - Gignilliant Memorial Hall

Firm's Responsibility

- Architecture
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Low Voltage
- Due Diligence
- Permitting
- Fire Protection
- Audio Visual & Acoustics

Project Owner Contact

Scott Bailey, Project Director
Dalton State University
650 College Drive, Dalton, GA 30720
706-272-4480
sbailey@daltonstate.edu

Project Representative Contact

Scott Bailey, Project Director
Dalton State University
650 College Drive, Dalton, GA 30720
706-272-4480
sbailey@daltonstate.edu

Construction Completion

Various

Construction Cost / Size

Various

Present Status of Project

Complete

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA- Principal-in-Charge
- ✓ Kip Stokes, PE - QA/QC
- ✓ Amy Hadlow, PE - Mechanical Engineer
- ✓ Amanda Shiver, EIT - Mechanical Designer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Jim Anderson - Plumbing Engineer



Kennesaw State University Task Order Contract

Kennesaw, GA



CROFT provided architectural and engineering design services on multiple task orders in support of KSU/SPSU facilities. Scope included: architectural, interiors, mechanical, electrical, accessibility, life safety, site infrastructure, technology upgrades; new facility schematic design.

1. Football Office Renovation – complete interior renovation
2. Stadium Press Box Renovation – renovation, IT, life safety
3. KSU Marietta Campus Building I1 – HVAC equipment Replacement
4. KSU Stadium Laundry Upgrade – Engineering services (2020)
5. Stadium Retail Store Renovation – interiors, lighting, security
6. SPSU Building “J” Renovation – HVAC, electrical, IT upgrades
7. KSU Building 58 Renovation – interiors, accessibility, HVAC
8. Athletics Temporary Facilities – design, site infrastructure
9. Stadium Accessibility Upgrades – ADA accessibility upgrades
10. Pavilion & Storage at the Perch – schematic design
11. Stadium Storage Facility – schematic design
12. Golf & Tennis Facility – schematic design
13. Track & Field Facility – schematic design
14. Football Stadium Lighting Replacement
15. Parking Deck Lighting Study and Replacement



Firm's Responsibility

- Architecture
- Interior Design
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Low Voltage
- Due Diligence
- Permitting
- Fire Protection
- Audio Visual & Acoustics

Project Owner Contact

Richard Rhodes
 Director of Design
 Kennesaw State University, Facility Design &
 Construction Services
 1200 Chastian Road, Suite 105
 M.D. 3602
 Kennesaw, GA 30144
 404-449-2071
 rrhode12@kennesaw.edu

Project Representative Contact

Richard Rhodes
 Director of Design
 Kennesaw State University, Facility Design &
 Construction Services
 1200 Chastian Road, Suite 105
 M.D. 3602
 Kennesaw, GA 30144
 404-449-2071
 rrhode12@kennesaw.edu

Construction Completion

Various, Ongoing

Construction Cost / Size

Various
 Projects of various SF

Present Status of Project

Various, Ongoing

Key Professionals Involved on the Project and Who Would Be Assigned to the Project

- ✓ Anthony Iorillo, RA - Principal-in-Charge
- ✓ Kip Stokes, PE - QA/QC
- ✓ Amy Hadlow, PE - Mechanical Engineer
- ✓ Amanda Shiver, EIT - Mechanical Designer
- ✓ Robbie Rahn, PE - Electrical Engineer
- ✓ Jim Anderson - Plumbing Engineer



5.1.2 Proposed Project Staff and their Functions

5.1.2.1 - 5.1.2.2 Develop an organization chart as it related to the Project indicating key personnel, their relationship, and all consultants to be used on this project.



STRUCTURAL ENGINEERING
 A woman-owned structural engineering design and consulting firm, located in DeKalb County, with more than 26 years of experience in support of educational and state agency clients nationwide. CROFT and Shear have completed more than 50 projects together.



FOOD SERVICE CONSULTANT
 Our team has completed more than 50 projects together. For over six decades, Camacho has designed food service and laundry facilities with strong emphasis on budget, food choices, staff support and making attractive facilities that draw attention to the food service program. *Camacho Associates, Inc. is certified as a Hispanic or Minority Business Enterprise (HBE/MBE).*



CIVIL ENGINEERING
 Eberly & Associates was founded in 1982 is a team of civil engineers and landscape architects who collaboratively deliver responsive and purposeful solutions to diverse development challenges. CROFT and Eberly have completed more than 50 projects together.



COST ESTIMATING
 Established in 1996, ADE provides Construction Cost Management, Plan Reviews, Value Engineering, Dispute Resolution and Claims Analysis. CROFT has completed various projects with ADE.



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



Anthony Iorillo RA, AIA **MAIN POINT OF CONTACT**

Title: Vice President, K12 Business Unit Director - CROFT & Associates

Proposed Role: Project Manager

Anthony has 25 years of diverse experience in architectural design and project management. Anthony specializes in leading the architectural design of complex, high-visibility projects for clients such as Cobb County School Board, DeKalb County School District and Kennesaw State University. In his role, Anthony will ensure quality design and complete documents for exceptional design.

Experience

15 Years With Other Firms
12 Years With This Firm

Education

Master of Architecture,
Virginia Polytechnic

Bachelor of Architecture,
Georgia Institute
of Technology

License & Accreditation

Registered Architect (RA)
LEED AP

Affiliations

GA4LE
ACEC

150+
Education
Facility Projects

DeKalb County School District Security Vestibule, DeKalb County, GA

Principal-in-Charge -CROFT is providing full architecture and engineering design services for renovation to add security vestibules for DeKalb County Schools. The vestibules currently being worked on are Briarlake Elementary, Chestnut Elementary, DeKalb Early College Academy, Elizabeth Andrews High School, Henderson Mill Middle School, Idlewood Elementary, Oak Grove Elementary, Sequoyah Middle School. Vanderlyn Elementary and Druid Hills High School.

RM Moore Elementary Renovation, Waleska, Georgia

Principal In Charge - This \$6M project is the modernization of the 117,552 SF elementary school, including replacement of the entire mechanical system with a new 4 pipe mechanical system and new energy management controls. Plumbing fixtures were replaced throughout the school.

North Cobb High School Expansion & Renovation, Kennesaw, GA

Project Manager/Quality - 492,130 SF | \$24.1 M
3,000 seat sports arena, athletic center, and 750 seat performing arts center at North Cobb High School.

Wheeler High School Expansion, Marietta, GA

Project Manager/Quality - 106,742 SF | \$24.3 M
750 seat performing arts center, athletic and 3,000 seat sports arena. Multi-step construction phasing plan allowed the integration of two new venues into an existing 2,200 student campus without disruption of classes or extracurricular functions.

Cobb County Instructional Support Center, Marietta, GA

Project Manager for the new 117,000 SF office headquarters includes a two story renovated building linked to a new three story building. The connection between the two buildings is the new identity and public areas including: the main entrance, the central security area and the new state of the art board room.

Peace Preparatory Academy, Atlanta, GA

Project Manager/Quality - CROFT is providing the architectural and engineering design for the new Peace Preparatory Academy campus. The master site plan design will provide optimal usage of buildings and grounds for parking, play, and recreation while detailing plans for future expansion. The phasing will allow for simultaneous operation of the existing school while the construction occurs.





Kip Stokes PE

Title: Senior Vice President, Principal - CROFT & Associates

Proposed Role: Principal In Charge

With over 28 years of design and construction experience, Kip is a hands-on design leader who takes pride and ownership in every project he manages. His attention to detail and high level of proactive communication make his clients want to work with him time and time again. Kip has managed and led many design and construction teams in the completion of K-12 projects across Georgia. He will leverage this experience and his management expertise to meet and exceed DCSD expectations.

Experience

21 Years With Other Firms
7 Years With This Firm

Education

Bachelor of Electrical
Engineering, Georgia
Institute of Technology

License & Accreditation

Professional Engineer: GA

Affiliations

American Council of
Engineering Companies
(ACEC)

Georgia Association
of Physical Plant
Administrators (GAPPA)

Georgia Association
of State Facility
Administrators (GASFA)

150+
Education
Facility Projects

RM Moore Elementary Renovation, Waleska, Georgia

Principal In Charge - This \$6M project is the modernization of the 117,552 SF elementary school, including replacement of the entire mechanical system with a new 4 pipe mechanical system and new energy management controls. Plumbing fixtures were replaced throughout the school.

North Cobb High School Expansion & Renovation, Kennesaw, GA

Design Quality - 492,130 SF | \$24.1 M
3,000 seat sports arena, athletic center, and 750 seat performing arts center at North Cobb High School.

Wheeler High School Expansion, Marietta, GA

Construction Project Executive - 106,742 SF | \$24.3 M
750 seat performing arts center, athletic and 3,000 seat sports arena. Multi-step construction phasing plan allowed the integration of two new venues into an existing 2,200 student campus without disruption of classes or extracurricular functions.

Asa G. Hilliard Elementary School Replacement, East Point, GA

Construction Project Executive - Three-story, 126,612 SF elementary school with 42 regular classrooms and 14 special purpose classrooms, including a specialized computer room, media center, music room, gymnasium, cafeteria and administrative suites, 10,000 SF concrete play pad, covered entries at the bus loading and parents pick-up areas, a 2.0 acre large grassed play area and two age-appropriate exterior play structures.

South Forsyth High School Addition and Renovations, Cumming, GA

Construction Project Executive 260,000 SF of additions/renovations on occupied campus with 43,000 SF gymnasium, 58,000 SF cafeteria/kitchen and 160,000 SF of renovations including complete HVAC system replacement. | \$25.7M

Teasley Elementary School, Smyrna, GA

Construction Project Executive | 119,553 SF | \$15M
Addition and renovation including the addition of a new gymnasium, 20 classrooms, offices, library, elevator and 2 new playgrounds.

Gullatt Elementary School, Union City, GA

Construction Project Executive | 112,000 SF | \$21M replacement elementary school on the same site.





Miles Johnson PE, LEED AP

Title: Director of Quality - CROFT & Associates

Proposed Role: Quality Auditor

Miles has 13 years of experience in energy auditing, building assessment, mechanical, plumbing, fluid, thermal systems design, building code and standards compliance and facilities engineering. Miles's unique combination of engineering insight and creative natural design abilities serves as a cohesive force that fosters an integrated design.

Experience

9 Years With Other Firms
8 Years With This Firm

Education

Bachelor of Science,
Mechanical Engineering
Technology, Southern
Polytechnic

License & Accreditation

Professional Engineer

Affiliations

Association for Learning
Environments, Georgia
Chapter

American Council of
Engineering Companies
(ACEC)

150+
Education
Facility Projects

DeKalb County School District Security Vestibule, DeKalb County, GA

Principal-in-Charge -CROFT is providing full architecture and engineering design services for renovation to add security vestibules for DeKalb County Schools. The vestibules currently being worked on are Briarlake Elementary, Chestnut Elementary, DeKalb Early College Academy, Elizabeth Andrews High School, Henderson Mill Middle School, Idlewood Elementary, Oak Grove Elementary, Sequoyah Middle School. Vanderlyn Elementary and Druid Hills High School.

RM Moore Elementary Renovation, Waleska, Georgia

Principal In Charge - This \$6M project is the modernization of the 117,552 SF elementary school, including replacement of the entire mechanical system with a new 4 pipe mechanical system and new energy management controls. Plumbing fixtures were replaced throughout the school.

Free Home Elementary Replacement School, Canton, GA

This new ground up 107,000 SF school is a state-of-the-art school replacement for an existing 1950's era school. The program includes a security vestibule, a full-service kitchen, cafeteria, gym, media center, art and music classrooms, basketball courts and multiple playgrounds by age group.

North Cobb Christian Upper School Phase I, Kennesaw, GA

This ground-up 65,000 SF, two-story high school includes a student center, cafeteria and support areas, lounge areas, clinic, multi-purpose rooms, classrooms, lab rooms and offices spaces. A separate one story "STEM" building includes Maker Space, Robotics Lab, and Physics classroom.

North Cobb Christian Upper School Phase II, Kennesaw, GA

Full design services for Phase II of the Upper School educational facility of North Cobb Christian School. This addition to the existing building completed in Phase I will include science labs, a full-service kitchen, cafeteria with stage, classrooms, and academic support service offices.

University of West Georgia, Humanities Building Renovation & Central Plant Carrollton, GA

CROFT is providing architectural and engineering services for the renovation of the 78,000 SF Humanities Building on the Carrollton campus of the University. The project includes MEP system, infrastructure and functional upgrades including ADA and life safety.

CROFT



David Esterline RA

Title: Business Unit Director - CROFT & Associates

Proposed Role: Project Architect

David has 18 years of design experience with particular emphasis on regionally contextualized design, architecture, developing and nurturing relationships with clients, and has a broad understanding of Educational Design. He has extensive experience in the design of educational facilities and he utilizes his expertise to create healthy, highly efficient and cost-saving facilities. David is one of the leading architects with experience directing the design of diverse buildings for Public and Private K-12 education systems.

Experience

14 Years With Other Firms
4 Years With This Firm

Education

Master of Architecture,
Georgia Institute of
Technology

Bachelor of Design,
Architecture, University of
Florida

License & Accreditation

Registered Architect: GA

DeKalb County Schools Security Vestibules, DeKalb County, GA

Project Architect | Size Varies | \$200,000 Average Per School, Total of 21 Schools

RM Moore Elementary Renovation, Waleska, GA

Project Architect | 117,552 SF | \$6M

North Cobb Christian Upper School, Kennesaw, GA

Project Architect | 30,000 SF | \$7M

Free Home Elementary Replacement School, Canton, GA

Project Architect | 107,000 SF | \$29M

Pope High School, Marietta, GA

Project Architect | 210,000 SF | \$9.4M



Wei Lu RA

Title: Project Architect - CROFT & Associates

Proposed Role: Project Architect

Wei brings exceptional, experience-based skills in developing design solutions for education facilities. With design experience on a multitude of project types, she designs to provide solutions. Her focus on the client, details and the design has contributed to the success of her projects.

Experience

0 Years With Other Firms
6 Years With This Firm

Education

Master of Architecture,
University of Michigan

Bachelor of Architecture,
Shanghai Jiao Tong
University

License & Accreditation

Registered Architect: GA

DeKalb County Schools Security Vestibules, DeKalb County, GA

Project Architect | Size Varies | \$200,000 Average Per School, Total of 21 Schools

RM Moore Elementary Renovation, Waleska, GA

Project Architect | 117,552 SF | \$6M

North Cobb Christian Upper School, Kennesaw, GA

Project Architect | 30,000 SF | \$7M

DeKalb Academy of Technology and Environment Addition & Renovation, Stone Mountain, GA

Project Architect | 8,000 SF | \$2.8M

Atlanta SMART Academy, Atlanta, GA

Project Architect | \$500,000 | 20,000 SF

Free Home Elementary Replacement School, Canton, GA

Project Architect | 107,000 SF | \$29M





Steven Weeks RA

Title: Project Architect - CROFT & Associates

Proposed Role: Project Architect

Steven has over 9 years of experience in architectural practice with a diverse portfolio. In addition to his project knowledge, Kyle's professional experience allows him the ability to manage projects while also maintaining a high level of efficiency and technical quality.

Experience

7 Years With Other Firms
2 Years With This Firm

Education

Bachelor of Architecture,
Minor in Construction
Management, Southern
Polytechnic State
University

License & Accreditation

Registered Architect

DeKalb County Schools Security Vestibules, DeKalb County, GA

Project Architect | Size Varies | \$200,000 Average Per School, Total of 21 Schools

Toney Elementary School, Decatur, GA

Project Architect | 59,591 SF | \$6,913,820

Livsey Elementary School, Decatur, GA

Project Architect | 40,414 SF | \$4,335,000

RM Moore Elementary Renovation, Waleska, GA

Project Architect | 117,552 SF | \$6M

North Cobb Christian Upper School, Kennesaw, GA

Project Architect | 30,000 SF | \$7M

Free Home Elementary Replacement School, Canton, GA

Project Architect | 107,000 SF | \$29M



Wayne Wellington RA

Title: Project Manager - CROFT & Associates

Proposed Role: Project Architect

Wayne is an Architectural Project Manager with over 25 years of experience with varied building types across various organizational structures. With his attention to detail and process-oriented mindset, Wayne has an overall vision and goal of delivering intelligently designed projects on time and within budget for clients.

Experience

24 Years With Other Firms
1 Year With This Firm

Education

Master of Business
Administration, Kennesaw
State University

Bachelor of Architecture,
Howard University

License & Accreditation

Registered Architect

Sheltering Arms Early Education and Family Center, Atlanta, GA

Project Manager | 25,000 SF | \$3M

Campbell Elementary School Addition, Atlanta, GA

Project Manager | 25,000 SF | \$6M

East Columbus Magnet Academy, Columbus, GA

Project Manager | 110,000 SF | \$6M

Georgia Department of Technical and Adult Education, Atlanta Technical College Multi-Purpose Building Addition

Project Manager | 50,000 SF | \$4.5M

Georgia Board of Regents, Kennesaw State University Engineering Lab Building Renovation, Marietta, GA

Project Manager | 40,000 SF | \$4.5M





Anna Adams NCIDQ

Title: Interior Designer - CROFT & Associates

Proposed Role: Interior Designer

Working with clients, Anna develops innovative solutions to complex design. She has a passion for creating experiential interior spaces that enriches the lives of the people who work and play within them. Her leadership skills focus on collaborative design of the team, encouraging sustainable, holistic and evidence design solutions. Her experience includes conceptual design, design development, branding design, construction documentation and administration, as well as furniture and finish selections.

Experience

3 Years With Other Firms

4 Years With This Firm

Education

Bachelor of Science,
Interior Design,
Mississippi State
University

License & Accreditation

The Council for Interi-
or Design Qualification
(NCIDQ)

Affiliations

American Council of
Engineering Companies
(ACEC)

North Cobb Christian Lower School Renovation, Kennesaw, GA

This project provided a “refresh” of the overall look of the existing Lower/Middle classroom building. The design guidance included key finishes, ceilings and millwork primarily within the classrooms and corridors. In addition, there are 8 spaces/rooms where there were specific remodels: Training Room, Locker Rooms, Coaches Offices, Teacher Work Room, Teacher Break Room and Reading Room.

North Cobb Christian Administration Renovation, Kennesaw, GA

This project included the renovation of the 9,940 SF Administration Office including space planning, new paint, carpet and millwork for the school’s front of house services.

McEachern High School, Powder Springs, GA

112,000 SF PE Facility & Athletic Hall of Fame. Facility contains basketball courts, locker rooms, an indoor track, staff weight rooms & athletic director administrative suite.

RM Moore Elementary Renovation, Waleska, Georgia

This project is the modernization of the 117,552 SF elementary school. The project also includes all new LED lighting throughout, including color tunable, dimmable lighting for special need classrooms, new ceilings and floor finishes throughout, and new HVAC throughout.

Free Home Elementary, Canton, GA

This new ground up 107,000 SF school is a state-of-the-art, replacement for an existing 1950’s era school. The new school will feature expanded corridor learning communities, a multipurpose technology space with 3d printers, and extra wide exterior breezeways that double as outdoor classrooms. The program includes a security vestibule, a full-service kitchen, cafeteria, gym, media center, art and music classrooms, basketball courts and multiple playgrounds by age group.

University of West Georgia, Humanities Building Renovation & Central Plant Carrollton, GA

CROFT is providing architectural and engineering services for the renovation of the 78,000 SF Humanities Building on the Carrollton campus of the University. The project includes MEP system, infrastructure and functional upgrades including ADA and life safety.





Amy Hadlow PE, LEED AP, CPD

Title: Mechanical Department Manager - CROFT & Associates

Proposed Role: Mechanical Engineer

Experience

30 Years With Other Firms
3 Years With This Firm

Education

Bachelor of Mechanical Engineering, Georgia Institute of Technology

License & Accreditation

Professional Engineer

Affiliations

American Society of Plumbing Engineers (ASPE)

Amy brings over 33 years experience to every project. Her goal is to always earn trust and develop career-long relationships by delivering projects that satisfy the client's specific technical and financial needs. Amy provides extensive knowledge to our team, providing complex systems design, quality control, project delivery, and workload management.

Toney Elementary School, Decatur, GA

Mechanical Engineer | 59,591 SF | \$6,913,820

Atlanta SMART Academy, Atlanta, GA

Mechanical Engineer | 20,000 SF | \$500,000

Free Home Elementary Replacement School, Canton, GA

Mechanical Engineer | 107,000 SF | \$29M

RM Moore Elementary Renovation, Waleska, GA

Mechanical Engineer | 117,552 SF | \$6M

Carmel Elementary Renovation, Waleska, GA

Mechanical Engineer | 130,00 SF | \$8.6M

Sequoia High School Nutrition Test Kitchen, Canton, GA

Mechanical Engineer | 2,239 SF | \$1,142,084



Robbie Rahn PE, LEED AP

Title: Engineering Department Manager - CROFT & Associates

Proposed Role: Electrical Engineer

Experience

23 Years With Other Firms
4 Years With This Firm

Education

Bachelor of Science, Electrical Engineering Technology, Southern Polytechnic State University

License & Accreditation

Professional Engineer

With over 25 years of experience as an electrical engineer, Robbie incorporates innovative engineering design concepts to drive new solutions in building design. Robbie works in close collaboration with the entire design team to develop integrated ideas and advance each project in pursuit of design excellence. He maintains this focus through the entire design process, from the development of the electrical concept and selection of building systems, through final construction documentation and administration.

DeKalb County Schools Security Upgrades, Various Security Vestibules, DeKalb County, GA

Electrical Engineer | Size Varies | \$200,000 Average Per School, Total of 21 Schools

Browns Mill, Rainbow, & Bob Mathis Elementary Schools Renovation Replacement of the Existing HVAC, DeKalb County, GA

Electrical Engineer | 110,000 SF | \$1.9M

Sequoia Hall, Interior Renovation and Intensive Update of Building Systems, Dalton State College, Dalton, GA

Electrical Engineer | 47,000 SF | \$3,680,678

Chattahoochee Technical College, Multiple Building Improvements, Marietta, GA

Electrical Engineer | 110,000 SF | \$1.9M

Free Home Elementary Replacement School, Canton, GA

Electrical Engineer | 107,000 SF | \$29M





Amanda Shiver EIT

Title: Senior Project Engineer - CROFT & Associates

Proposed Role: Project Engineer

Amanda is a dynamic and ambitious mechanical designer with a passion for innovation and problem-solving. She has a strong academic background and hands-on experience that allow her to bring a fresh perspective to her team.

Experience

5 Years With Other Firms
3 Years With This Firm

Education

Bachelor of Science,
Mechanical Engineering
Technology, Georgia
Institute of Technology,
cum laude

License & Accreditation

Engineer In-Training (EIT)

Affiliations

American Society of
Heating, Refrigeration,
and Air-Conditioning
Engineers (ASHRAE)

Toney Elementary School, Decatur, GA

Project Engineer | 59,591 SF | \$6,913,820

Atlanta SMART Academy, Atlanta, GA

Project Engineer | 20,000 SF | \$500,000

Humanities Building Renovation & Central Plant, University of West Georgia, Carrollton, GA

Project Engineer | 78,000 SF | \$23,850,000

Cartersville Fire Station #5, Cartersville, GA

Project Engineer | 13,400 SF | \$5.8M

McKenna Farms Therapy Center, Dallas, GA

Project Engineer | 9,000 SF | \$5.4M



Jim Anderson

Title: Senior Plumbing Designer - CROFT & Associates

Proposed Role: Plumbing Designer

With a wealth of experience as a plumbing designer, Jim has successfully led diverse projects of all sizes, demonstrating expertise in design, drafting, specification writing and comprehensive site management. Jim has a passion for engaging with owner representatives, coordinating across disciplines, and making strategic equipment selections. With more than 43 years of experience, Jim is an incredible asset to his team.

Experience

40 Years With Other Firms
3 Years With This Firm

Education

Mechanical Engineering
Courses, Southern
Polytechnic State
University

Mechanical Drafting,
Chattahoochee Technical
College

Atlanta SMART Academy, Atlanta, GA

Plumbing Designer | 20,000 SF | \$500,000

Free Home Elementary Replacement School, Canton, GA

Plumbing Designer | 107,000 SF | \$29M

RM Moore Elementary Renovation, Waleska, GA

Plumbing Designer | 117,552 SF | \$6M

Carmel Elementary Renovation, Waleska, GA

Plumbing Designer | 130,00 SF | \$8.6M

Humanities Building Renovation & Central Plant, University of West Georgia, Carrollton, GA

Plumbing Designer | 78,000 SF | \$23,850,000 | Renovation

CROFT



Holly Jeffreys PE, SE

Title: Co-Founder + Managing Partner - Shear Structural
Proposed Role: Structural Engineer

Experience

25 Years With Other Firms
4+ Years With This Firm

Education

Bachelor of Science,
Civil Engineering, Georgia
Institute of Technology

License & Accreditation

Professional Engineer

Affiliations

American Institute of
Steel Construction (AISC),
Member

Structural Engineers
Association of Georgia,
Member

Holly has 25 years of experience in structural engineering. Her expertise lies in structural design, preparation of structural specifications, and construction administration for K-12 and public, higher education facilities, office buildings, hospitals and multi-family housing. Holly has experience working with all types of structural systems including concrete, steel, wood and masonry and is familiar with both Revit and RAM software.

DeKalb Academy of Technology & Environment, St. Mnt. GA (with CROFT)

Structural Engineer | 8,000 SF | \$2.8M

Druid Hills High School, Security & Accessibility Improvements, Atlanta, GA (with CROFT)

Structural Engineer | Varies SF | \$630,000

Towers High School, Culinary Arts Lab Improvements, Decatur, GA

Structural Engineer | 3,000 SF | \$100,000

Towers High School, Classroom Addition, Decatur, GA

Structural Engineer | 8,100 SF | \$1M

RM Moore Elementary Renovation, Waleska, Georgia (with CROFT)

Structural Engineer | 117,552 SF | \$6M

Free Home Elementary Renovation, Canton, Georgia (with CROFT)

Structural Engineer | 100,000 SF | \$30M



Cody Lanman PE

Title: Project Manager - Eberly & Associates
Proposed Role: Civil Engineer

Experience

4 Years With Other Firms
4 Years With This Firm

Education

Bachelors in Civil
Environmental
Infrastructure Engineering
(CEIC), George Mason
University

License & Accreditation

Professional Engineer

Cody serves as a Project Manager and Civil Engineer for Eberly & Associates. He has experience working on a variety of project types with the firm including K-12 schools and higher education. Cody performs and oversees design work, provides quality review of designs, reports and other documents. He is responsible for client relationships, maintaining client contact throughout the project timeline and following project completion.

Druid Hills High School Modernization, Phase I & II, Atlanta, GA

Civil Engineer | 171,000 SF | Cost TBD

Kittredge Elementary School, Atlanta, GA

Civil Engineer | 47,000 SF | Cost N/A

Nancy Creek Elementary School, Brookhaven, GA

Civil Engineer | 20 acres | N/A

E.L. Miller Elementary School, Stone Mountain, GA

Civil Engineer | 10.98 acres | \$3.5M





James Camacho FCSI, CSI

Title: President - camacho
Proposed Role: Food Service Consultant

James Camacho is a professional Foodservice Design Consultant with 44 years of experience. As President of camacho, he is the chief designer and oversees all projects from conception to startup. His responsibilities are to ensure that all projects are completed in accordance with the criteria, scope, design, budget and all technical phases.

Experience

0 Years With Other Firms
 44 Years With This Firm

Education

Business, DeKalb College

Affiliations

Foodservice Consultants Society International (FCSI)

American Institute of Architects (AIA)

Georgia School Food Service Association

Smoke Rise Elementary School, Stone Mountain, GA

Food Service Consultant | Kitchen 2,210 SF / Servery 842 SQ FT | \$467,000

Cedar Grove School, Decatur, GA

Food Service Consultant | Kitchen 1,727 SF / Servery 600 SQ FT | \$250,000

Cross Keys North Elementary School, DeKalb County, GA

Food Service Consultant | Kitchen 2,210 SF / Servery 842 SQ FT | \$477,000

Tower Road High School, Decatur, GA

Food Service Consultant | 1,420 SF | \$399,000

Stone Mountain High School, Stone Mountain, GA

Food Service Consultant | Kitchen 115 SF / Servery 896 SQ FT | \$162,000



Dan Ergle CPE

Title: Founder /President - ADE Construction Consultants, Inc.
Proposed Role: Management of Cost Estimate

Dan Ergle will lead the project team in all areas of analysis and will personally guide all pricing and reporting during the various design and estimate levels. His wide range of experience enables him to successfully lead a team in the preparation of reviews or cost estimates in a detailed and professional manner, providing the knowledge of the total scope of work. Attention to detail and cost issues produces a significant savings to the Owner during contract or change order negotiations.

Experience

26 Years With Other Firms
 5 Years With This Firm

Education

Associate in Engineering Southern Technical Institute

Affiliations

American Society of Professional Estimators (ASPE), Member, CPE

Construction Specifications Institute, Member

RM Moore Elementary Renovation, Waleska, Georgia (with CROFT)

Cost Consultant | 117,552 SF | \$6M

Free Home Elementary Renovation, Canton, Georgia (with CROFT)

Cost Consultant | 100,000 SF | \$30M

Champions Middle School Renovations, DeKalb County School District, Stone Mtn, GA

Cost Consultant | 131,500 SF | \$6,600,000

Renfro Middle School Renovations, Decatur Public Schools, Decatur, GA

Cost Consultant | 56,100 SF | \$10,688,000

Riverwood High School Renov/Addn Phase 2B, Fulton County Schools, Atlanta, GA

Cost Consultant | 114,520 SF | \$25,050,000

North STEM High School, Fulton County Schools, Atlanta, GA

Cost Consultant | 243,800 SF | \$53,145,000



5.1.3 Workload

5.1.3.1 Firms and their sub-consultant(s) shall provide a list of outstanding projects outstanding projects, client names, status of completion, anticipated completion date, and dollars committed on open project workload. Furthermore, if the submitting firm is a joint venture, they shall also include projects for each firm comprising the joint venture.

COHESIVE TEAM, PERFECT TIMING

Considering the anticipated project schedule, we have developed a thoughtful approach that fits well with the timing of our team availability. CROFT’s design team led by Kip Stokes and Anthony Iorillo and our team of consultants, are readily available to quickly respond to this project once awarded. With our team qualifications and team availability, we are capable and ready to serve and fulfill the District’s goals. With several of our current commitments going into construction, our team is available to begin immediately. Therefore, **WE HAVE CAPACITY & WE ARE READY!**

Firm	Outstanding Projects	Client Names	Status of Completion	Anticipated Completion Date	Dollars Committed
CROFT	Toney Elementary School HVAC Replacement	DeKalb County School District	Construction Documents	June 2023	\$44,000
CROFT	Livsey Elementary School Major Building Systems Replacement	DeKalb County School District	Construction Documents	February 2024	\$40,000
CROFT	Free Home Elementary School	Cherokee County School District	Construction	July 2024	\$384,000
CROFT	McNair Middle School Security Destibule	DeKalb County School District	Construction Documents	June 2024	\$9,500
CROFT	Science Addition	Northwest Classical Academy	Construction Documents	January 2024	\$46,2000
Shear Structural	DeKalb Fire Station 27	DeKalb County / Pond	Design 95% Complete	February 2024	\$10,000
Shear Structural	Northwest Classical Academy	CROFT	Design 100% Complete	Construction: 2025	\$5,000
Shear Structural	Hank Aaron Academy	LDD Blueline	Design 60% Complete	Spring 2024	\$25,000
Eberly	Druid Hills Modernization - Phase I	DeKalb County School District	75% Study Assessment	March 2024	\$20,000
Eberly	Druid Hills Modernization - Phase II	DeKalb County School District	Awaiting Completion of Phase 1	June 2024	TBD
Eberly	Cross Keys High School Renovation & Modernization	DeKalb County School District	50% Design Development	July 2026	\$13,200



Firm	Outstanding Projects	Client Names	Status of Completion	Anticipated Completion Date	Dollars Committed
camacho	New Social Circle Elementary School	Social Circle City Schools	100% BN	Fall 2024	\$16,700
camacho	Fairhaven Forest City	Fairhaven Forest City	50% CD's	Winter 2024	\$5,000
camacho	Pulaski Prison	GDOE - Georgia Dept. of Corrections	100% BN	Late Fall 2025	\$69,000
ADE	North Springs High School (Replacement)	Fulton County Schools	Design	Spring 2025	\$135,000
ADE	Sequoyah Middle & High Schools	DeKalb County School District	Design	Fall 2024	\$185,000
ADE	Cross Keys High School	DeKalb County School District	Design	Spring 2025	\$125,000

5.1.4 Equitable Contribution

In an effort to consider the equitable distribution of work, the Committee shall evaluate data showing dollar amounts of contracts and projects awarded by DCSD to the submitting firm(s). In the case of submittals received by joint ventures the contracts and projects awarded to each of the firms comprising the joint venture will be included in the calculation of the projects currently under contract and those awarded by DCSD. Furthermore, this calculation will include all contracts and projects awarded to the submitting firm either as a joint venture or as a separate entity, whereby the submitting firm(s) was one of the entities included in the award and contract. The chart below will be used to award a maximum of 10 points based on the combined dollar amount of projects currently under contract, as well as those awarded by DCSD, but not yet under contract. For those projects already under contract, the contract amount will reflect the dollar amount of the contract value, not including amendments. The projects taken into account in the calculation will be those awarded by the Owner within two (2) years prior to this solicitation opening. For projects recommended but not yet awarded, the contract value will reflect the estimated fee based on the budget listed within the RFQ# for which the firm was selected. This single score will be allocated to each firm by the Selection Process Facilitator and added to the cumulative score of the committee members.

CROFT has three DeKalb County School District projects currently in the construction phase. As indicated in the workload chart, CROFT has completed the design of security vestibule projects at several locations. The remaining committed dollars to close out these projects is \$294,000 collectively (within the \$100,001 to \$500,000 threshold).

Firm	Outstanding Projects	Client Names	Status of Completion	Anticipated Completion Date	Dollars Committed
CROFT	Toney Elementary School HVAC Replacement	DeKalb County School District	Construction Documents	June 2023	\$44,000
CROFT	Livsey Elementary School Major Building Systems Replacement	DeKalb County School District	Construction Documents	February 2024	\$40,000
CROFT	McNair Middle School Security Vestibule	DeKalb County School District	Construction Documents	June 2024	\$9,500



5.1.5 Design Fee

- 5.1.5.1 Indicate your proposed Design Fee for the Services and Work as required by the Proposal Documents and the Owner's Agreement. Use Owner's Design Fee Form (Attachment C) included in the Request for Qualifications.
- 5.1.5.2 Indicate any breakdown of the proposed Design Fee as required by the attached form.
- 5.1.5.3 Acknowledge receipt of any addendum, if any.

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

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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,

CROFT & Associates, Inc.

[legal name of Architect]

3380 Blue Springs Road

Kennesaw, GA 30144

[address of Architect]

770-529-7714

[telephone number of Architect]

anthony@croftae.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:	\$ 220 _____ per hour
Director:	\$ 175 _____ per hour
Sr. Project Architect/Project Manager:	\$ 165 _____ per hour
Project Architect:	\$ 150 _____ per hour
Project Manager:	\$ 150 _____ per hour
Project Coordinator:	\$ 120 _____ per hour
Interior Designer:	\$ 150 _____ per hour
Project Captain:	\$ 120 _____ per hour
Technical Staff:	\$ 110 _____ per hour
Contract Administrator:	\$ 85 _____ per hour
Clerical:	\$ 80 _____ per hour



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

RFQu No: **24-752-017**

Project No: **N/A**

RFQu Date: **December 14, 2023**

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Estimator:	\$ 100	per hour
Scheduler:	\$ 90	per hour
Designer:	\$ 95	per hour
CADD:	\$ 75	per hour
Civil Engineer	\$ 150	per hour
Junior Civil Engineer	\$ 85	per hour
Civil Draftsman	\$ N/A	per hour
Structural Engineer	\$ 120	per hour
Junior Structural Engineer	\$ 90	per hour
Structural Draftsman	\$ N/A	per hour
Mechanical Engineer	\$ 120	per hour
Junior Mechanical Engineer	\$ 105	per hour
Mechanical Draftsman	\$ N/A	per hour
Electrical Engineer	\$ 120	per hour
Junior Electrical Engineer	\$ 105	per hour
Electrical Draftsman	\$ N/A	per hour
Fire Protection Engineer	\$ 115	per hour
Junior Fire Protection Engineer	\$ N/A	per hour
Fire Protection Draftsman	\$ N/A	per hour
FF&E Coordinator	\$ 90	per hour
Others as appropriate	\$ N/A	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>Kip Stokes</u>	<u>Principal-in-Charge</u>
<u>Anthony Iorillo</u>	<u>Project Manager / Primary Point of Contact</u>
<u>Miles Johnson</u>	<u>Quality Auditor</u>
<u>David Esterline, Wei Lu, Steven Weeks, Wayne Wellington</u>	<u>Project Architects</u>
<u>Anna Adams</u>	<u>Interior Designer</u>
<u>Amy Hadlow, Amanda Shiver, Robbie Rahn, Jim Anderson</u>	<u>MEP Engineering</u>
<u>Holly Jeffreys</u>	<u>Structural Engineer</u>
<u>Cody Lanman</u>	<u>Civil Engineer</u>
<u>James Camacho</u>	<u>Kitchen Consultant</u>
<u>Dan Ergle</u>	<u>Cost Consultant</u>
<u> </u>	<u> </u>



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

RFQu No: **24-752-017**

Project No: **N/A**

RFQu Date: **December 14, 2023**

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Civil:	<u>Eberly & Associates</u>
Structural:	<u>Shear Structural</u>
Mechanical:	<u>CROFT</u>
Plumbing:	<u>CROFT</u>
Electrical:	<u>CROFT</u>
Kitchen Consultant:	<u>Camacho</u>

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
1 (1/8/24), 2 (1/12/24), 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

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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,

CROFT & Associates, Inc.

[typed name of Architect]

By: Anthony Lorillo [seal]
[signature]

Anthony Lorillo, Principal/Business Unit Director

[typed name and title]

3380 Blue Springs Road, Kennesaw, GA 30144

[address of Architect]

() 770-529-7714
[business telephone number]

01/09/23
[date of execution]

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



5.1.6 References

5.1.6.1 The firm shall submit a minimum of three (3) written recommendations from previous owners and discuss their strategy to provide a positive working relationship with DCSD.

CROFT has had success at North Cobb High School where we facilitated design meetings which included the local Board Member, ESPLOST Executive Director, ESPLOST Project Manager, School Principal and their staff. The designs recommendations were presented and reviewed. We received direction from the School administration that was not in alignment with the ESPLOST program. We worked closely with the ESPLOST staff and developed a solution that responded appropriately to the requests while remaining true to the ESPLOST program. These were presented to the stakeholders over a series of meetings and received their support. The solutions to the theater and gym at North Cobb High School were constructed within budget and constructed on schedule. The school Administration and ESPLOST remains enthusiastic about the quality of the design at North Cobb High School.



CROFT Strategies for Success with DCSD

Building consensus among diverse stakeholders is not an easy task, but it is an art and a science which CROFT understands very well. The CROFT team has experience and expertise facilitating meetings, extracting priorities and responding to direction to provide the best practice, high value, custom and appropriate design solution to our clients.



We have first-hand experience working with DCSD as our clients through the complex security vestibule projects. We made design recommendations based on project goals and budget. The designs and costs were presented to the diverse teams and stakeholders within DCSD including the COO, Director of Design and Construction, and Director of Public Safety and their respective staff. Through a series of meetings, we assisted DCSD to develop a standard for application across the district to improve campus safety and achieve the goals of this portion of the ESPLOST program. The challenge was building consensus across the different departments each with varied expectations and ultimately each option explored had exponential impact to project budgets. Through this process, we successfully presented a vestibule standard and provided budgets and designs that explained the standard to the stakeholders who supported the final recommendations from CROFT. We have learned that consensus can be arrived at not only through face-to-face meetings but through virtual meetings, but the secret is meeting, listening and responding well. We have now implemented the design to twenty existing schools, and those have been awarded for construction. The success of these projects was in the facilitating of meetings and understanding direction and delivering of solutions responding to input from DCSD.



CROFT Strategies for Success with DCSD

CROFT believes in collaboration and custom design solutions responding directly to the needs of our clients. This begins with listening and understanding the goal of the project from each stakeholder. We respond with design recommendations and build consensus through meetings where stakeholders identify priorities while presented with the potential budget impact of their decisions. Ultimately, we seek to capture our client's vision and not prescribed solutions in effort to provide best practice and high value return on investment for our clients in their capital projects.



On North Cobb Christian School Upper school, CROFT worked closely with the CM@Risk Partner and the school to formulate a cost-efficient design of pre-cast construction. CROFT adjusted the original plans to be an efficient and cost effective design for the pre-caster for fabrication and construction. This Phase I of a two Phased solution had to accommodate the future expansion of the Upper School that was planned to be completed. The mechanical system was designed to avoid extensive ductwork and to give the individual classrooms independent controls of their classroom. A cassette systems, in the ceiling, was designed to give the desired independent temperature control for the individual classrooms.



CROFT Strategies for Success with DCSD

ADVISOR

That is what we strive to be to DCSD through our investment in relationships for the long term.

GAME PLANNING


We get alignment with DCSD by discovering your perspectives, priorities, parameters and protocols for each project.

COMMUNICATION

We engage in active listening, scheduled and spontaneous meetings (in-person and virtually), continuous updates and 24/7 information access.

COMMITMENT

CROFT is relentlessly committed to achieve DCSD's budget, schedule and quality goals.



NORTH COBB CHRISTIAN SCHOOL

March 7, 2021

Mr. Jim Croft
Croft and Associates
3380 Blue Springs Road
Kennesaw, GA 30144

Dear Jim,

In February 2018 we began a very thorough process to select an architect for a new upper school building. We are so glad that Croft and Associates were who we selected! Immediately, it was evident that you would be a joy to work with in finding the best solution for our needs in space, design, and budget. Even when we threw gifts in kind into the mix, you were able to modify the plan to allow for further savings.

The energy, knowledge, and leadership that you brought to the project was invaluable. To say that your team became part of the NCCS team is an understatement. Each member that we dealt with at Croft was professional and responsive and eager to work with us.

Thank you for what you do! We opened the new building this January - it is better than we could have imagined!

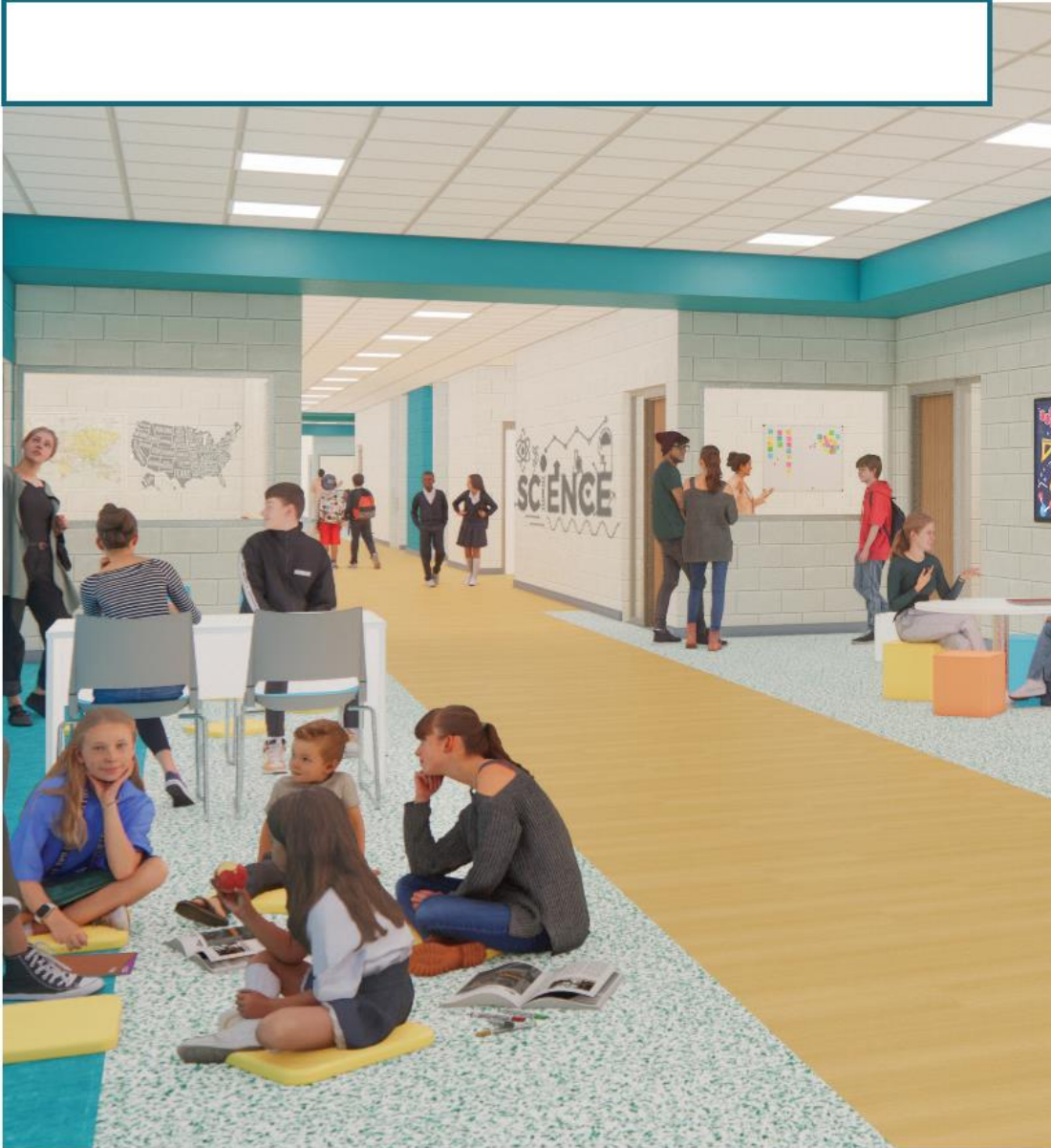
Kindest Regards,
Todd Clingman
Todd Clingman
Head of School

TOGETHER ... CULTIVATING HEARTS. CHALLENGING MINDS. IMPACTING CULTURE.

ncchristian.org • info@ncchristian.org • 770.975.0252



Forms



Attachment A: Architect/Engineer Checklist and Certification (2 pages)

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

RFQu No. 24-752-017
Project No. N/A
Page 1 of 2

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.

	Include with Proposal	Check Box to Confirm Inclusion
Owner's Standard Forms:		
Attachment A Architect/Engineer Checklist and Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1 Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input type="checkbox"/>
Attachment B2 Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3 Entity Certificate (1 page)		<input checked="" type="checkbox"/>
Attachment C Design Professional Rate Schedule (5 pages)	YES	<input checked="" type="checkbox"/>
Attachment D Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E Conflict of Interest Disclosure Affidavit (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G Immigration and Security Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment H No Submittal Response Form (1 page)	N/A	
Other Requirements:		
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, 2, 3** received (**none unless indicated here**). The Architect/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Architect/Engineer shall be bound by all of the terms and conditions contained in this RFQu.



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

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

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

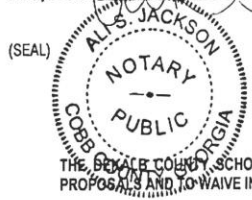
Name of Architect/Engineer: CROFT & Associates, Inc.

Signature: *Stacey Chapman* Printed Name: Stacey Chapman

Title: Principal Date: 1/9/24

Sworn to and subscribed before me this 9 day of January, 2024

Notary Public: *Alis Jackson* My commission expires: 12/14/25



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



Attachment B1: Corporate Certificate (1 page)

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

RFQu No. 24-752-017
Page 1 of 1

ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF Georgia
COUNTY OF DeKalb

I, Mark Jackson, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Anthony Iorilo who signed said proposal on behalf of the offeror was then Business Unit Director 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.



Mark Jackson
[typed name]

Subscribed and sworn to before me this 23 day of January, 2024.

(SEAL)

Staci M Langley
Notary Public



My Commission Expires:
3/7/2025



Attachment B2: Partnership Certificate (1 page)

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

RFQu No. 24-752-017
Page 1 of 1

ATTACHMENT B2: PARTNERSHIP CERTIFICATE

STATE OF _____
COUNTY OF _____

N/A

On this _____ day of _____, 20_____, personally appeared _____, who executed the above proposal, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing proposal on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

[Affiant's Signature]

Partner

Partner

Partner

Partner

Subscribed and sworn to
before me this ___ day of _____, 2_____.

(seal)

Notary Public

My Commission Expires:
___/___/___

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.



Attachment B3: Entity Certificate (1 page)

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

RFQu No. 24-752-017
Page 1 of 1

ATTACHMENT B3: ENTITY CERTIFICATE

N/A

STATE OF _____

COUNTY OF _____

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

[signature]

[typed name]

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
__/__/__



Attachment C: Design Fee Form (4 pages)

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,

CROFT & Associates, Inc.
[legal name of Architect]

3380 Blue Springs Road

Kennesaw, GA 30144
[address of Architect]

770-529-7714
[telephone number of Architect]

anthony@croftae.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>220</u> per hour
Director:	\$ <u>175</u> per hour
Sr. Project Architect/Project Manager:	\$ <u>165</u> per hour
Project Architect:	\$ <u>150</u> per hour
Project Manager:	\$ <u>150</u> per hour
Project Coordinator:	\$ <u>120</u> per hour
Interior Designer:	\$ <u>150</u> per hour
Project Captain:	\$ <u>120</u> per hour
Technical Staff:	\$ <u>110</u> per hour
Contract Administrator:	\$ <u>85</u> per hour
Clerical:	\$ <u>80</u> per hour



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

RFQu No: 24-752-017

Project No: N/A

RFQu Date: **December 14, 2023**

Page 3 of 5

Civil:	<u>Eberly & Associates</u>
Structural:	<u>Shear Structural</u>
Mechanical:	<u>CROFT</u>
Plumbing:	<u>CROFT</u>
Electrical:	<u>CROFT</u>
Kitchen Consultant:	<u>Camacho</u>

- c. The undersigned Architect hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
1 (1/8/24), 2 (1/12/24), 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,

CROFT & Associates, Inc.

[typed name of Architect]

By: Anthony Iorillo [seal]
[signature]

Anthony Iorillo, Principal/Business Unit Director

[typed name and title]

3380 Blue Springs Road, Kennesaw, GA 30144

[address of Architect]

() 770-529-7714
[business telephone number]

01/09/23
[date of execution]

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



Attachment D: Offeror's and Individuals' Affidavit of Noncollusion (2 pages)

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

RFQu No. 24-752-017
Page 1 of 2

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 DeKalb

COMES NOW, CROFT & Associates, Inc. ("Offeror"),
[Name of Offeror]

appearing by and through Stacey Chapman, its Principal,
[insert name of individual with authority to bind Offeror] *[title]*

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

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

Kip Stokes, Anthony Iorillo, Miles Johnson, Wei Lu, Steven Weeks,
Wayne Wellington, David Esterline, Anna Adams, Amy Hadlow,
Robbie Rahn, Amanda Shiver, Jim Anderson

(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,



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

RFQu No. 24-752-017
Page 2 of 2

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 9 day of January, 2024

CROFT & Associates
[insert name of Offeror]

and

Stacey Chapman

[insert name of Individual And Representative Affiant]

By: *Stacey Chapman*, both individually and on behalf of Offeror as its
[Signature]
Principal
[insert title]

Individual Affiants' signatures and names:

x <u><i>Kip Stokes</i></u> Name: Kip Stokes	x <u><i>David Esterline</i></u> Name: David Esterline
x <u><i>Anthony Iorillo</i></u> Name: Anthony Iorillo	x <u><i>Anna Adams</i></u> Name: Anna Adams
x <u><i>Miles Johnson</i></u> Name: Miles Johnson	x <u><i>Robbie Fahn</i></u> Name: Robbie Fahn
x <u><i>Wei Lu</i></u> Name: Wei Lu	x <u><i>Amanda Shiver</i></u> Name: Amanda Shiver
x <u><i>Seven Weeks</i></u> Name: Seven Weeks	x <u><i>Jim Anderson</i></u> Name: Jim Anderson
x <u><i>Wayne Wellington</i></u> Name: Wayne Wellington	x <u><i>Amy Hadlow</i></u> Name: Amy Hadlow

Sworn to and subscribed before me this 9 day of January, 2024
Notary Public *Debra S. Jackson* My commission expires: 12-14-25



Attachment E: Conflict of Interest Disclosure Affidavit (2 pages)

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

RFQu No. 24-752-017
Page 1 of 2

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Stacey Chapman am the (*Title*)
_____ and I am the duly authorized
representative of the firm of (*Firm Name*) CROFT & Associates
_____ (the "Firm") for purposes of this
Affidavit, whose address is (*Firm Address*) 3380 Blue Springs Road
Kennesaw, GA 30144, 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>
_____	_____	_____
N/A	N/A	_____
_____	_____	_____
_____	_____	_____

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]



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

RFQu No. 24-752-017
Page 2 of 2

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: Stacey Chapman

Printed Name: Stacey Chapman

Firm Name: CROFT & Associates

Date: 1/9/24

Sworn to and described before me this 9 day of January, 2024

Personally known: Yes

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Georgia

My Commission Expires 12/14/25

Affix Notary Seal Here



Ali S. Jackson



Attachment F: Consent to Release Information (1 page)

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

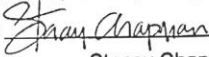
RFQu No. 24-752-017
Page 1 of 1

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 9 day of January, 2024.

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

By: 

Printed name: Stacey Chapman

Printed Title: Principal



Attachment G: Immigration and Security Certification (2 pages)

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

RFQu No. 24-752-017

Page 1 of 2

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) SP (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) SP (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) SP (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,



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

RFQu No. 24-752-017
 Page 2 of 2

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) *SC* (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.

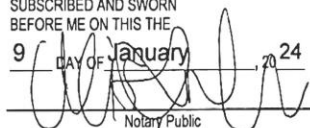
Stacy Chapman
 Signature

01/09/24
 Date

321059
 EEV/Basic Pilot Program
 User Identification Number

04/21/10
 Date of Authorization

Firm Name: CROFT & Associates
 Street/Mailing Address: 3380 Blue Springs Road
 City, State, Zip Code: Kennesaw, GA 30144
 Telephone Number: 770-529-7714
 Email Address: schapaman@croftae.com

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
9 DAY OF January, 2024

 Notary Public
 My Commission Expires: 12/14/25



Attachment H: No Submittal Response Form (1 page)

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

RFQu No. 24-752-017
Page 1 of 1

ATTACHMENT H: NO SUBMITTAL RESPONSE FORM

RFQu Number: 24-752-017
Title: Professional Architectural/Engineering Services

If your company will not be submitting a proposal in response to this Request for Qualifications, please complete this form and return or email, prior to the RFQu due date established within to:

DeKalb County Board of Education (the "Board")
Attention: Senior Procurement Manager
Email: belinda_quillet@dekalbschoolsga.org

N/A

This information will assist Procurement Services in the preparation of future RFQu's.

Company Name: _____
Contact: _____
Address: _____
Telephone: _____ Fax: _____
Email: _____

Please check reason for a "no submittal."


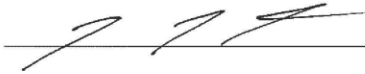
- ___ Specifications 'too tight,' geared toward one brand or manufacturer (explain below)
- ___ Insufficient time to respond
- ___ Specifications unclear (explain below)
- ___ We do not offer this service or an equivalent
- ___ Our schedule does not permit us to perform
- ___ Unable to meet specifications
- ___ Unable to meet bond requirements
- ___ Unable to hold prices respondent throughout the term of the contract period
- ___ Unable to meet insurance requirements
- ___ Other _____

Explanation: _____

If submitting this form, **only** this form needs to be returned.




Other Requirement | Copy of Business License & Certificate

CITY OF ACWORTH - Occupation Tax Certificate	
Phone: (770)917-8903	
License Id: 24-00211	Issued Date: 06/12/23
Effective Date: 07/01/23	Expiration Date: 06/30/24
License Type: ARCHITECTURAL ENGINEERING SRV	
Business Name: CROFT & ASSOCIATES, PC	
Business Location: 3380 BLUE SPRINGS RD	
CROFT & ASSOCIATES, PC CROFT & ASSOCIATES 3380 BLUE SPRINGS RD KENNESAW, GA 30144	
	
Summary of Services:	Witness my hand and seal with day and year above written.
Description GROSS REVENUE #2 ADMINISTRATIVE FEE	
 _____ City Clerk	
NON-TRANSFERABLE	TO BE PLACED IN A CONSPICUOUS PLACE



Other Requirements | Copy of Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 10/23/2023

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

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

PRODUCER MEDALLION INSURANCE SERVICES PO Box 79089 Charlotte NC 28271	CONTACT NAME: Phyllis Constantino PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001 E-MAIL ADDRESS: phyllis@medallioninsurance.com																					
INSURED Croft & Associates, Inc. 3380 Blue Springs Rd Kennesaw GA 30144	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Company	13056	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: CL23101709998 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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ SUBJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: AUTOMOBILE LIABILITY		PSB0002573	11/05/2023	11/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED/NON-OWNED \$ 1,000,000 AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0001818	11/05/2023	11/05/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PSW0002498	11/05/2023	11/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY CLAIMS-MADE		RDP0052513	11/05/2023	11/05/2024	EACH CLAIM \$3,000,000 AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


CERTIFICATE HOLDER Information Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT “H”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 

[Signature]

Mr. Dillon DaCosta, Sr., Board Chairperson

[Printed Name, Title]

By: 

[Signature]

Dr. Devon Q. Horton, Superintendent

[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083

[Printed Address]

6-25-24

[Date of Execution]

ARCHITECT:

CROFT & ASSOCIATES, INC.

By: 

[Signature]

Kip E. Stokes

[Printed Name]

Chief Operations Officer

[Title]

3380 Blue Springs Road

Kennesaw, GA 30144

[Printed Address]

6/12/2024

[Date of Execution]

EXHIBIT "I"

CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

321059
EEV/Basic Pilot Program User Identification Number

04/21/2010
Date of Authorization

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

Croft & Associates, Inc.
Company Name / Contractor Name

5/17/2024
Date

Kip E. Stokes
BY: Signature of Authorized Officer or Agent

5/17/2024
Date

Chief Operations Officer
Title of Authorized Officer or Agent of Contractor

Kip E. Stokes
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17th DAY OF May, 2024

Amade L Stokes
Notary Public

My Commission Expires: November 19, 2027



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (*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: Authorized Officer or Agent

Date

(Subcontractor 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:_____