



## Operations

April 4, 2025

Sent Via Email: [kstokes@croftae.com](mailto:kstokes@croftae.com)

Mr. Kip Stokes, Senior Vice President  
**Croft & Associates, Inc.**  
3800 Blue Springs Road  
Kennesaw, GA 30144

Dear Mr. Stokes,

In accordance with the contract between Croft & Associates, Inc. and the DeKalb County School District, the DeKalb County School District is pleased to advise that it desires to extend RFQu 24-752-017 A/E Continuing Contract for Professional Services for an additional year at the same terms, conditions and pricing as stated in your contract.

This extension is the second of four (4) one-year renewal options and is subject to DeKalb County Board of Education approval. The extension will be effective June 1, 2025 through May 30, 2026, and is subject to DeKalb County Board of Education approval.

Please submit the following signed acknowledgement and a current certificate of insurance via email to [yolonda.love@dekalbschoolsga.org](mailto:yolonda.love@dekalbschoolsga.org) no later than Friday, April 11, 2025. Presentation of satisfactory Certificate of Insurance in accordance with Exhibit E of the contract is required. A copy is attached for your review.

Please include RFQu 24-752-017, A/E Continuing Contract for Professional Services and verbiage naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies, in the *Additional Information* section of the certificate of insurance.

On behalf of the DeKalb County School District, I want to take this opportunity to thank you for your service and for your interest in doing business with us.

Sincerely,

*Yolonda C. Love*

Yolonda Love  
Senior Procurement Manager

cc: Erik Hofstetter  
Keith Ball

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ACKNOWLEDGMENT

**Croft & Associates, Inc.** hereby agrees to extend RFQu 24-752-017, A/E Continuing Contract for Professional Services, at the same prices, terms and conditions until May 30, 2026.

Kip E. Stokes  
Official Signature

4/10/2025  
Date

Kip E. Stokes, Chief Operations Officer  
Name and Title (Typed or Printed)

678-525-1144  
Phone

kstokes@croftae.com  
Email Address

## 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**.