

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

**Design  
Professional:** United Consulting Group, Ltd.

**Design  
Professional Address:** 625 Holcomb Bridge Road  
Norcross, Georgia 30071

**Solicitation No.:** RFQu No. 24-752-023

## TABLE OF CONTENTS

Article 1	Professional Geotechnical, Environmental and Construction Material Testing Services' Responsibilities .....	1
Article 2	Owner's Responsibilities.....	5
Article 3	Schedule.....	6
Article 4	Compensation.....	8
Article 5	Ownership and License of Documents and Intellectual Property.....	9
Article 6	Maintenance of Records.....	11
Article 7	Indemnity.....	11
Article 8	Errors and Omissions Insurance.....	12
Article 9	Other Insurance.....	12
Article 10	Services by Geotechnical, Environmental and Construction Material Testing Professional's Own Staff.....	12
Article 11	Waiver of Claims.....	13
Article 12	Termination or Suspension.....	13
Article 13	Prohibition Against Contingent Fees.....	14
Article 14	Conflict of Interest.....	14
Article 15	Applicable Law.....	15
Article 16	Successors and Assigns.....	15
Article 17	No Third-Party Beneficiaries.....	15
Article 18	Cooperation with Program Manager and Construction Manager.....	15
Article 19	Asbestos Statement.....	16
Article 20	Mandatory Addendum to the Owner/Geotechnical, Environmental and Construction Material Testing Professional Agreement.....	16
Article 21	Entire Agreement.....	16
Article 22	Modification.....	16
Article 23	Notices and Address of Record.....	17
Article 24	Miscellaneous.....	17
Exhibit "A"	List of Proposal Documents for the Project.....	21
Exhibit "B"	Work Authorization Form.....	22
Exhibit "C"	Staffing Schedule.....	23
Exhibit "D"	Rate Schedule.....	24
Exhibit "E"	Other Insurance.....	29
Exhibit "F"	Asbestos Exclusion Certification Form.....	31

Exhibit "G"	Geotechnical, Environmental and Construction Material Testing Services Professional Proposal.....	32
Exhibit "H"	Mandatory Addendum to the Owner/Geotechnical, Environmental and Construction Material Testing Professional Agreement.....	80
Exhibit "I"	Contractor Affidavit.....	87
Exhibit "J"	Subcontractor Affidavit.....	89

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# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

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This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **United Consulting**, authorized to do business in the State of Georgia, whose business address is 625 Holcomb Bridge Road, Norcross, Georgia 30071 (hereinafter referred to as the "GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES"). 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 **geotechnical, environmental and construction material testing, or consulting** 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 Geotechnical, Environmental And Construction Material Testing Services in accordance with the provisions of Board Policy DJE, and Geotechnical, Environmental And Construction Material Testing Services will provide professional **geotechnical, environmental and construction material testing, or consulting** 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 Geotechnical, Environmental And Construction Material Testing Services agree:

## **ARTICLE 1**

### **GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES' RESPONSIBILITIES**

1.1 From time to time upon request or direction of the Owner as hereinafter provided, Geotechnical, Environmental And Construction Material Testing Services shall provide to Owner professional **geotechnical, environmental and construction material testing, or consulting** services (hereinafter the "Services"). All Services to be provided by Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services shall not provide any Services to Owner unless and to the extent they are

required in a written Work Authorization. Any Services provided by Geotechnical, Environmental And Construction Material Testing Services without a written Work Authorization shall be at Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services to provide pursuant to the terms of this Contract, Owner shall request a proposal from Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services that any specific or minimum number of Services will be requested or required of Geotechnical, Environmental And Construction Material Testing Services pursuant to this Contract.
  - 1.1.5 Geotechnical, Environmental And Construction Material Testing Services agrees that upon request of Owner under this Contract Geotechnical, Environmental and Construction Material Testing Services will provide bidding assistance and construction contract administration services as needed.
  - 1.1.5 Geotechnical, Environmental And Construction Material Testing Services shall have no authority to act as the agent of Owner under this Contract or to obligate OWNER in any manner or way. Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services.
  - 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 Geotechnical, Environmental And Construction Material Testing Services agrees to obtain and maintain throughout the period of this Contract all such licenses and permits as are required for Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services pursuant to this Contract.

- 1.3 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services hereby designates **Scott D. Smelter** as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate Geotechnical, Environmental And Construction Material Testing Services on all matters arising out of or relating to this Contract. For each Work Authorization, Geotechnical, Environmental And Construction Material Testing Services will designate in writing an individual to serve as Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services acknowledges that the Principal in Charge and Representative(s) have full authority to bind and obligate Geotechnical, Environmental And Construction Material Testing Services on all matters arising out of or relating to this Contract and the Work Authorization, respectively. Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services under the Work Authorization. Further, Geotechnical, Environmental And Construction Material Testing Services agrees that the Principal in Charge and the Representatives shall not be removed by Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services shall assign only qualified personnel to perform any service concerning the Project (as defined in Paragraph 3.1 hereof). The Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services, or any subconsultants or

subcontractors or any personnel of any such subconsultants or subcontractors engaged by Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental And Construction Material Testing Services agrees that all Services to be provided by Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services hereunder. In the event of any conflicts in these requirements, Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services of its obligation to deliver complete and accurate documents necessary for successful completion of the subject Project pursuant to the Work Authorization.
- 1.8 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services hereunder, and Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services agrees to cooperate with Construction Contractor with respect to Construction Contractor's delivery of work and services to Owner. Also, in such event, Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental And Construction Material Testing Services further agrees to enforce compliance with such rules and regulations by all of Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services from any of its duties or obligations hereunder.
- 1.12 Geotechnical, Environmental And Construction Material Testing Services 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). Geotechnical, Environmental And Construction Material Testing Services' design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event Geotechnical, Environmental And Construction Material Testing Services has any questions or concerns about the contents of any such reports, Geotechnical, Environmental And Construction Material Testing Services shall notify Owner in writing within ten (10) days of Geotechnical, Environmental And Construction Material Testing Services' receipt of any such geological reports. Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services as set forth in the Work Authorization; (2) the time in which Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services as set forth in the Work Authorization; or (4) the indemnification obligations of Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services, Owner shall provide, if available, all criteria and information requested by Geotechnical, Environmental And Construction Material Testing Services necessary for Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services, Owner will make available to Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services to enter the site set forth in the Work Authorization (if any) to perform the Services to be provided by Geotechnical, Environmental And Construction Material Testing Services under this Contract. Geotechnical, Environmental And Construction Material Testing Services acknowledges that such access may be provided during times that are not the normal business hours of Geotechnical, Environmental And Construction Material Testing Services.
- 2.5 Owner shall provide written notice to Geotechnical, Environmental And Construction Material Testing Services of any deficiencies or defects discovered by Owner with respect to the Services to be rendered by Geotechnical, Environmental And Construction Material Testing Services 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"), Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services.

- 3.2 Should Geotechnical, Environmental And Construction Material Testing Services be obstructed or delayed in the prosecution or completion of its Services as a result of unforeseeable causes beyond the control of Geotechnical, Environmental And Construction Material Testing Services, 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 Geotechnical, Environmental And Construction Material Testing Services' own fault or neglect, then Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' Services from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve Geotechnical, Environmental And Construction Material Testing Services of its duty to perform or give rise to any right to damages or additional compensation from Owner. Geotechnical, Environmental And Construction Material Testing Services expressly acknowledges and agrees that it shall receive no damages for delay. Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services, the Services to be provided hereunder have been delayed for a total of six (6) months or more, Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services, if any, as a result of such delays.
- 3.4 Should Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services until such time as Geotechnical, Environmental And Construction Material Testing Services resumes performance of its obligations hereunder in such a manner so as to establish to Owner's satisfaction that Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services to continue to perform any such Services, Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services shall be as prescribed in each written Work Authorization. Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services during that time period, and for any Owner authorized Reimbursable Expenses (as hereinbelow defined), incurred and/or paid by Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services for all necessary and reasonable Reimbursable Expenses incurred or paid by Geotechnical, Environmental And Construction Material Testing Services in connection with Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services without markup for necessary copying/reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.

Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services will be deemed to be a Reimbursable Expense.

- 4.4 Geotechnical, Environmental And Construction Material Testing Services shall bear and pay all overhead and other expenses, except for the Reimbursable Expenses specified and defined above, incurred by Geotechnical, Environmental And Construction Material Testing Services in the performance of the Services.
- 4.5 Prior to authorizing Geotechnical, Environmental And Construction Material Testing Services to provide any Services or to incur any Reimbursable Expenses under a Work Authorization pursuant to this Contract, Owner shall request that Geotechnical, Environmental And Construction Material Testing Services in writing advise Owner of (i) the estimated time required of Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services under the proposed Work Authorization. Geotechnical, Environmental And Construction Material Testing Services shall promptly supply such estimate to Owner based on Geotechnical, Environmental And Construction Material Testing Services' good faith analysis.
- 4.6 Geotechnical, Environmental And Construction Material Testing Services agrees that, with respect to any subconsultant or subcontractor to be utilized by Geotechnical, Environmental And Construction Material Testing Services under any particular Work Authorization, Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services and its consultants. The Geotechnical, Environmental And Construction Material Testing Services agrees to, and Geotechnical, Environmental And Construction Material Testing Services and its consultants shall be deemed to have prepared their respective Instruments of Service as geotechnical, environmental and construction material testing 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 Geotechnical, Environmental And Construction Material Testing Services 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 geotechnical, environmental and construction material testing 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 Geotechnical, Environmental And Construction Material Testing Services shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Contract. The Geotechnical, Environmental And Construction Material Testing Services warrants (and shall cause each of the Geotechnical, Environmental And Construction Material Testing Services

Consultants To Warrant Also) That This Transfer Of Copyright And Other Rights Is Valid Against The World.

- 5.3 The Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services. However, The Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental And Construction Material Testing Services Hereby Consents To Any Use Of Any And All Project Documents By Any Replacement Geotechnical, Environmental And Construction Material Testing Engineers, Contractors, Or Other Professionals Retained By Owner In The Event Of Any Such Expiration Or Termination; Provided, However, Geotechnical, Environmental And Construction Material Testing Services Shall Not Be Liable For Any Of The Design Work Performed By Such Replacement Geotechnical, Environmental And Construction Material Testing Engineers Or Other Professionals. This Paragraph Shall Survive The Expiration Or Termination Of This Contract.
- 5.5 Geotechnical, Environmental And Construction Material Testing Services, 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 Geotechnical, Environmental And Construction Material Testing Services A Nonexclusive License To Reproduce Such Documents For Purposes Relating Directly To The Geotechnical, Environmental And Construction Material Testing Services' Performance Of Any Project, For The Geotechnical, Environmental And Construction Material Testing Services' Archival Records, And For The Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services Materials Shall Not Include The Owner's Confidential Or Proprietary Information.
- 5.7 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services From Geotechnical, Environmental And Construction Material Testing Services' Consultants Pursuant To Paragraph 6.1, And (Iii) A Written License From Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental And Construction

Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services, the hard paper copy shall control. This paragraph shall survive the expiration or termination of this Contract.

## **ARTICLE 6**

### **MAINTENANCE OF RECORDS**

- 6.1 Geotechnical, Environmental And Construction Material Testing Services shall keep adequate records and supporting documentation which concerns or reflect its Services hereunder. The records and documentation shall be retained by Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services shall furnish to Owner any of the aforesaid time records, as well as invoices or proofs showing Geotechnical, Environmental And Construction Material Testing Services' incurrence and/or payment of any Reimbursable Expenses.

## **ARTICLE 7**

### **INDEMNITY**

- 7.1 To the fullest extent permitted by law, the Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services or other persons employed or utilized by the Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services, the Geotechnical, Environmental And Construction Material Testing Services shall defend such allegations through counsel chosen by the Owner, and the Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services shall file with the Owner the certificate from an insurance company authorized to do business in the State of Georgia showing issuance to Geotechnical, Environmental And Construction Material Testing Services 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 geotechnical, environmental and construction material testing engineer 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES' 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 Geotechnical, Environmental And Construction Material Testing Services, 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 Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services as unsettled at the time of the final payment. Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' Services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against Geotechnical, Environmental And Construction Material Testing Services.

## ARTICLE 12

### **TERMINATION OR SUSPENSION**

- 12.1 This Contract is a "continuing contract" for the services of Geotechnical, Environmental And Construction Material Testing Services. 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services or by any of Geotechnical, Environmental And Construction Material Testing Services' 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) Geotechnical, Environmental And Construction Material Testing Services 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 Owner 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 Geotechnical, Environmental And Construction Material Testing Services was not in default, or that its default was excusable, or that Owner otherwise was not entitled to the remedy against Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' remedies against Owner shall be the same as and limited to those afforded Geotechnical, ENVIRONMENTAL And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services. In the event of such termination for convenience, Geotechnical, Environmental And Construction Material Testing Services' recovery against Owner shall be limited to that portion of Geotechnical, Environmental And Construction Material Testing Services' compensation earned through the date of termination, for any Work Authorizations so cancelled, together with any retainage withheld and any costs reasonably incurred by Geotechnical, Environmental And Construction Material Testing Services that are directly attributable to the termination, but Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services hereunder upon giving Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental And Construction Material Testing Services 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. ser 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 Geotechnical, Environmental and Construction Material Testing Engineer 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services.
- 18.2 In the event the Owner gives the Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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, Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services hereinabove, the Geotechnical, Environmental And Construction Material Testing Services' role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.

- 18.5 The Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services 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/GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES AGREEMENT**

- 20.1 Pursuant to the requirements of the Georgia Department of Education, the "Mandatory Addendum to the Owner/Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES.

## ARTICLE 23

### NOTICES AND ADDRESS OF RECORD

- 23.1 All notices required or permitted pursuant to this Contract to be given by Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' address of record:

625 Holcomb Bridge Road  
Norcross, Georgia 30071  
Email: [ssmelter@unitedconsulting.com](mailto:ssmelter@unitedconsulting.com)

ATTENTION: Scott D. Smelter

- 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services' other obligations under this Contract, the Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services, The Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental And Construction Material Testing Services 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.* Geotechnical, Environmental And Construction Material Testing Services warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Geotechnical, Environmental And Construction Material Testing Services 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. Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services shall sign and deliver to the Owner a Geotechnical, Environmental and Construction Material Testing Services Affidavit, in the form attached hereto as **Exhibit I** and shall have any subcontractors sign and deliver to the Geotechnical, Environmental And Construction Material Testing Services a Subcontractor Affidavit in the form attached hereto as **Exhibit J**.
- 24.6 Geotechnical, Environmental And Construction Material Testing Services 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 Geotechnical, Environmental And Construction Material Testing Services Of Geotechnical, Environmental And Construction Material Testing Services' 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 Geotechnical, Environmental And Construction Material Testing Services' part to be performed shall be deemed and construed as independent covenants of Geotechnical, Environmental And Construction Material Testing Services, 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 Geotechnical, Environmental And Construction Material Testing Services represents and warrants that he or she is duly authorized to execute this Contract on behalf of Geotechnical, Environmental And Construction Material Testing Services, and that Geotechnical, Environmental And Construction Material Testing Services has full right and authority to execute and deliver this Contract.

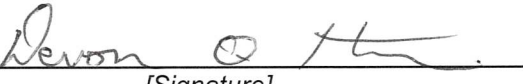
***[SIGNATURES ON NEXT PAGE]***

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]

10/8/2024  
[Date of Execution]

  
Erick Hofstetter, Chief Operating Officer

GEOTECHNICAL, ENVIRONMENTAL AND  
CONSTRUCTION MATERIAL TESTING  
SERVICES:

UNITED CONSULTING  
[Typed Name]

By:   
[Signature]

CHRISTOPHER L. ROBERTS, P.G.  
[Printed Name, Title]  
Senior Executive VP / Principal

625 Holcomb Bridge Road

Norcross, Georgia 30071  
[Printed Address]

09/04/2024  
[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-023

RFQu 24-752-023 Attachment Package

RFQu 24-752-023 Appendices Package

Addendum No. 1 Dated May 10, 2024

Addendum No. 2 Dated May 22, 2024

Attachments:

- A. Professional Geotechnical, Environmental and Construction Material Testing Services**  
Revised Appendix B Design Review-Minimum Submittal Requirements (SCL<\$5M)  
(11 pages)
  
- B. Professional Geotechnical, Environmental and Construction Material Services**  
Revised Appendix C1 DCSD Elementary School Educational Specifications (8 pages)
  
- C. Professional Geotechnical, Environmental and Construction Material Services**  
Revised Appendix C2 DCSD Middle School Educational Specifications (9 Pages)
  
- D. Professional Geotechnical, Environmental and Construction Material Services**  
Revised Appendix C3 DCSD High School Educational Specifications (8 Pages)
  
- E. Professional Geotechnical, Environmental and Construction Material Services**  
Revised Appendix D Design Guidelines (51 Pages)
  
- F. Professional Geotechnical, Environmental and Construction Material Services**  
Mandatory Pre-Proposal Conference Meeting Minutes (3 Pages)
  
- G. Professional Geotechnical, Environmental and Construction Material** Mandatory  
Pre-Proposal Conference Sign-In Sheet (3 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 \_\_\_\_\_ ("Geotechnical, Environmental and Construction Material Testing Services").

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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services 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**

<b><u>Name</u></b>	<b><u>Function</u></b>
Roman Zhest	Team Leader
Jay Paul Gapuzan	Project Manager
Christopher L. Roberds,	Principal-in-Charge
Medhi Moazzami	Geotechnical Team Leader
Michael Kemp	Geotechnical Project Manager
Tim Beck	Environmental Team Leader
Ryan Griffin	Environmental Project Manager
Pat Carr	Team Leader/Lead Inspector
Jay Paul Gapuzan	Quality Assurance/Quality Control Manager
Subcontractor	RL Reeves & Associates

**EXHIBIT “D”**

**RATE SCHEDULE**

Project Name: **Geotechnical Engineering Services**  
Page 1 of 5

RFQu No.: **24-752-023**  
Project No.: **N/A**  
RFQu Due Date: **May 30, 2024**

**ATTACHMENT C: GEOTECHNICAL ENGINEERING SERVICES RATE SCHEDULE**

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

Board of Education:

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

United Consulting - Mehdi Moazzami, PhD, P.E.

*[legal name of Engineer]*

625 Holcomb Bridge Rd.

Norcross, GA 30071

*[address of Engineer]*

678.618.2990

*[telephone number of Engineer]*

mmoazzami@unitedconsulting.com

*[email address of Engineer]*

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 Engineer; (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, 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 as indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>307.00</u> per hour
Sr. Engineer:	\$ <u>238.00</u> per hour
Project Engineer:	\$ <u>216.00</u> per hour
Sr. Environmental Lead:	\$ <u>238.00</u> per hour
Environmental Specialist:	\$ <u>216.00</u> per hour
Technical/CADD Tech:	\$ <u>130.00</u> per hour
Clerical/Admin:	\$ <u>80.00</u> per hour

b. Please provide the unit pricing and/ or hourly rates for the activities listed below:

<b>Geotechnical Surveying Services</b>		<b>Unit Price</b>
Standard Boring – Until Refusal		\$ 19.00/ft
Deep Boring – At least 15 Ft.		\$ 19.00/ft
Manual Hand-Auger Borings		\$ 216.00/hour
Seismic Site Class in Accordance with ASCE 7-10 based on shear wave velocity method.		\$ 5,083.00/site
Seismic Risk-based hazard analysis in accordance with ASCE 7-10		\$ included in above
Mobilization of Drill Rig		\$ 865.00
Consolidation Test		\$ 812.00
Undisturbed (Shelby Tube) Sample		\$ 173.00
Natural Moisture Content Test		\$ 52.00
Atterberg Limits Test		\$ 130.00
<b>Environmental Services</b>		<b>Unit Price</b>
Conduct Phase I – Environmental Site Assessment in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and current ASTM Practice E.		\$ 2,600.00
Phase I - Environmental Disclosure (Executive Summary) in accordance with current ASTM protocol.		\$ included with above
Conduct Risk/Safety Hazard Analysis in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and the GaDOE Guideline for Risk Hazard Assessment of Education Facility Sited dated May 30, 2012.		\$ 3,000.00
Risk/Safety Hazard Analysis report in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and the GaDOE Guideline for Risk Hazard Assessment of Education Facility Sited dated May 30, 2012.		\$ 1,500.00
ARCHIE Study		\$ 900.00
ALOHA Study		\$ 900.00
Conduct Phase II – Environmental Study (and Report)		\$ site-specific
Laboratory Testing		\$ site-specific
<b>Materials Testing and Special Inspection Services</b>		
	<b>Unit Price</b>	<b>Hourly Rate</b>
ITEM 1: NPDES INSPECTIONS: Perform weekly erosion inspections of installed erosion control measures and obtaining runoff samples for turbidity analysis.	\$ 250.00	\$
ITEM 2: Earthwork – ICC Certified Engineering Technician: Inspection of soil fill placement and in-place density testing in accordance with ASTM D2937 or D2922.	\$	\$ 104.00
ITEM 3: IBC Special Inspector for Building, Slab, Foundations & Walls:		
3.1 Foundation inspections and bearing capacity verifications.	\$	\$ 165.00
3.2 Sub-grade evaluation.	\$	\$ 165.00
3.3 Steel reinforcing inspections.	\$	\$ 165.00
ITEM 4: Concrete – ACI Certified Engineering Technician for Building & Concrete Retaining Walls: Sampling and testing of concrete & grout.	\$	\$ 104.00
ITEM 5: Concrete Masonry Testing: Certified Concrete Masonry Inspector	\$	\$ 165.00
ITEM 6: Sprayed Fire-Resistant Materials Inspector: Certified SFRM Inspector	\$	\$ 165.00
ITEM 7 - Structural Steel Inspector:	\$	\$ 165.00

7.1 Site Inspection & Testing of connection bolts, welds, and decking.	\$	\$ 165.00
7.2 Full Penetration Weld Inspections – Ultrasound testing	\$	\$ 185.00
ITEM 8– Asphalt Testing - Senior Engineering Technician: Coring of asphalt for thickness and density determination of binder and surface courses.	\$	\$104.00
ITEM 9 - Laboratory Testing		
9.1 Concrete Cylinders	\$22.00	\$
9.2 Compressive Strength Testing Grout Prisms	\$28.00	\$
9.3 Soil - Standard Moisture Density Relationship Tests	\$173.00	\$
9.4 GAB - Modified Moisture Density Relationship Tests	\$ 195.00	\$
9.5 Asphalt Lab Testing Density & Thickness Determination	\$ 104.00	\$
9.6 SFRM Samples: Density & Thickness Determination	\$ 140.00	\$
ITEM 10 – Principal Engineer: Professional Registered Engineer for Engineering Consulting and Report Review	\$	\$ 238.00

- c. The undersigned Engineer hereby acknowledges receipt of the following Addenda:  
[insert the number and date of each Addendum; if none, insert "None"]  
Addendum 1, May 10, 2024. Addendum 2 May 22, 2024.
- d. The Engineer understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Engineer 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 Engineer agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals, the undersigned Engineer will execute, within three (3) business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Engineer.
- g. The undersigned Engineer agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Notice to Proceed from the Owner.

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

- (1) Engineer has read and understands the Proposal Documents and the Proposal is made in accordance therewith;
- (2) Engineer 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.

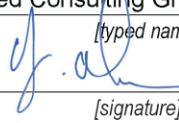
By submission of this Proposal, the Engineer certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Engineer or with any competitor. The Engineer hereby certifies that this Proposal is made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

Respectfully submitted,

United Consulting Group, Ltd. (dba United Consulting)

*[typed name of Engineer]*

By:

  
*[signature]*



Reza Abree, P.E. - CEO/President

*[typed name and title]*

625 Holcomb Bridge Rd., Norcross, GA 30071

*[address of Engineer]*

(770) 209-0029

*[business telephone number]*

05/30/2024

*[date of execution]*

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

**(For Joint Venture Proposals) N/A**

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

Respectfully submitted \_\_\_\_\_,  
*[typed name of Joint Venture]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

## EXHIBIT "E"

### OTHER INSURANCE

1.1 The GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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” GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING Services’ 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES or any other insured under said policies.

1.3 In the event that the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES elects to retain subcontractors or subconsultants and the Owner approves said retention, the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES 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 Geotechnical, Environmental and Construction Material Testing Services

**(Geotechnical, Environmental and Construction Material Testing Services)**

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]:*** \_\_\_\_\_

\_\_\_\_\_  
**(Geotechnical, Environmental and Construction Material Testing Services)**

\_\_\_\_\_  
**(Signature of Geotechnical, Environmental and Construction Material Testing Services)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Georgia Geotechnical, Environmental and Construction Material Testing Services License Number)**

\_\_\_\_\_  
**(Seal and Signature)**

EXHIBIT "G"

GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES PROPOSAL



UNITED  
CONSULTING

**QUALIFICATIONS**

**for Professional Geotechnical,  
Environmental, and Construction  
Material Testing Services  
RFQ# No. 24-752-023**

DeKalb County School District  
Operations Division  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 30084-6705



625 Holcomb Bridge Road, Norcross, GA 30071 • 770-209-0029 • [unitedconsulting.com](http://unitedconsulting.com)



#### 4.1 LETTER OF INTRODUCTION AND INTEREST

Thank you for the opportunity to submit our qualification statement to provide Professional Geotechnical, Environmental, and Construction Material testing Services for the RFQu No. 24-725-023 with the DeKalb County Schools.

Enclosed proposal will outline why we believe our team is best qualified to perform Geotechnical Engineering, Environmental, and Construction Materials Testing to the DeKalb County School District because for over 34 years, we have accumulated a wealth of experience on public and private sector projects of similar size and scope and to several school systems across Georgia. Additionally, United Consulting currently holds a Testing Services for Soil and Materials with DeKalb County and an annual contract with Atlanta Public Schools for both Environmental Testing and Consulting Services and Geotechnical, Material and Environmental Testing Services, an Asbestos Consulting and Monitoring Services contract with Clayton County Schools, and a Geotechnical, Environmental Site Selection, and Construction Inspection Services contract with Fulton County Schools.

Our fully equipped fleet capacity and proximity affords us almost immediate response times to your projects while essentially eliminating travel costs charged to you. Our project team has the experience, depth of resources, logistical capabilities and expertise required to successfully provide above listed services that will be required for this contract. Our experience will be supplemented by the resources available in our 10,000 square feet laboratory located in Norcross headquarters. Our lab is fully equipped to perform a wide variety of tests on disturbed and undisturbed samples. The lab is currently certified by American Association of State Highway Transportation Officials (AASHTO) under the AASHTO Materials Reference Laboratory (AMRL) the Concrete and Cement Reference Laboratory (CCRL) as an R-18 Laboratory.

**Corporate Office:**  
United Consulting Group, Ltd.  
625 Holcomb Bridge Road  
Norcross, Georgia 30071  
Phone: (770) 209-0029  
Fax: (770) 582-2893

**Primary Contact:**  
Scott D. Smelter  
Principal/Treasurer  
Phone: (770) 582-2839  
Fax: (770) 582-2893  
Email: [ssmelter@unitedconsulting.com](mailto:ssmelter@unitedconsulting.com)

United Consulting's objective is to be the trusted partner delivering innovative solutions that make your vision a reality. We welcome the opportunity to provide professional services and contribute our knowledge and expertise to DeKalb County Schools to ensure your future projects are a success.

Thank you for your consideration.

**UNITED CONSULTING**

Mehdi Moazzami, PhD, P.E.  
**Senior Engineer**

Chris Roberds, P.G.  
**Principal-in-Charge**



**4.2 TABLE OF CONTENTS**

4.1. Letter of Interest.....	1
4.2. Table of Contents.....	2
4.3. Compliance Information.....	3
5.1. Individual Review.....	4
5.1.1. Firm Qualifications.....	4
5.1.1.1. Project Experience.....	6
5.1.2. Proposed Project Staff.....	13
5.1.3. Workload.....	16
5.1.4. Equitable Distribution.....	19
5.1.5. Design Fee Statement.....	19
5.1.6. References.....	19
Attachments A-H: Owner's Standard Forms.....	21
<b>Appendix A.</b> Firm Certificates.....	i
<b>Appendix B.</b> Staff Certificates.....	ii
<b>Appendix C.</b> Financial Information.....	iii
<b>Appendix D.</b> Insurance Certificates.....	iv
<b>Appendix E.</b> OSHA EMR Records.....	v
<b>Appendix F.</b> Full Staff Resumes.....	vi



### 4.3 COMPLIANCE INFORMATION

#### 4.3.1. Firm Information

4.3.1.1. Name of Firm	United Consulting Group, Ltd. (dba United Consulting)
4.3.1.1. Type of Organization	Corporation
4.3.1.2. Certification	Engineering Consulting Firm

United Consulting is certified by the Georgia Secretary of State to do business in Georgia.

#### 4.3.2. Firm Licensure

You will find a copy of United Consulting’s certification for proper incorporation or registration from Georgia Secretary of State in Appendix A. Copies of staff Professional Engineering and Geologist Certifications as well as all applicable CMT and Environmental Certifications will be provided with the staff resumes in Appendix B.

#### 4.3.3. Firm Longevity

4.3.3.1. Number of Years in Business	34
4.3.3.2. Firm Location	625 Holcomb Bridge Road Norcross, GA 30071 770.209.0029
4.3.3.3 Names and Titles of Individuals Authorized to Bind this Firm in Contracted Agreement	Reza Abree, P.E. – CEO/President Chris Roberds, P.G. – Senior Executive VP/Principal Scott Smelter – Senior Executive VP/Principal

#### 4.3.4. Firm Conflicts of Interest

United Consulting does not have any existing or potential conflicts of interest nor is connected to any representation of parties or other relationships that might be considered a conflict of interest with regard to this selection.

#### 4.3.5. Firm Financial Resources

United Consulting is financially stable, with over 90% of our revenue coming from repeat business. For the seventh year in a row, our firm has been featured in Atlanta Business Chronicle’s Top 25 Engineering Firms list by revenue, with us landing #15 in 2023. You will find our (confidential and proprietary) financial statements in Appendix C.

United Consulting has attained the financial stability and fiduciary trust that empowers us to provide up to \$5 million in general and professional liability insurance for this project at no additional cost to you. Samples of the Certificate of Liability Insurance are available for review in Appendix D.



United Consulting has not been involved with any 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.

United Consulting does not have any Errors & Omissions and/or Professional Liability claims filed against the firms' policy in the last two years for the proposal submittal date. For your reference, we are providing our OSHA EMR Records in Appendix E.

## 5.1 INDIVIDUAL REVIEW

### 5.1.1. Firm Qualifications

United Consulting is a full-service engineering consulting firm headquartered in Norcross. Established in 1990, United Consulting provides environmental, geotechnical, construction materials testing, and special inspection services, as well as geophysical services and automated instrumentation. Over the last 34 years, our firm has experienced steady growth and now comprises of professional staff of over 30 professional engineers and geologists, as well as 20 environmental service professionals, including an industrial hygienist, certified hazardous materials managers, EPA certified lead-based paint inspectors, and certified asbestos-in-buildings inspectors. Furthermore, our construction materials testing group is home to 70 certified professionals.

Our experience with providing required services to school district projects will be supplemented by the resources available in our 10,000 square feet laboratory located in Norcross. Our lab is fully equipped to perform a wide variety of tests on disturbed and undisturbed samples and is currently certified by *American Association of State Highway Transportation Officials (AASHTO)* under the AASHTO Materials Reference Laboratory (AMRL) the Concrete and Cement Reference Laboratory (CCRL) as an R-18 Laboratory. Our laboratory's work and facilities meet or exceed the requirements set forth in ASTM E 329, C 1077, and D 3740. Additionally, our laboratory has been a validated U.S. Army Corps of Engineers laboratory, since 2010. Our technical staff includes 12 GDOT Certified Roadway Testing Technicians (RTT), 19 GDOT Certified Field Concrete Technicians (FCT), and 1 Quality Control Technicians (QCT) as well as 14 ICC Special Inspectors, 8 NICET certified personnel, 21 NPDES Certified Inspectors, and 56 ACI Certified Professionals. The environmental services department is home to 5 professional geologists, 3 certified hazardous materials managers, 6 EPA Certified Lead Inspectors, 4 certified lead-based paint inspectors, and 7 certified asbestos-in-buildings inspectors.

Our laboratory is currently certified by *American Association of State Highway Transportation Officials (AASHTO)* under the AASHTO Materials Reference Laboratory (AMRL) the Concrete and Cement Reference Laboratory (CCRL) as an R-18 Laboratory. The AMRL programs are in conjunction with *American Society for Testing and Materials (ASTM)*. This accreditation requires rigorous quality control and compliance with all pertinent ASTM specifications.

Our laboratory staff is certified by the **National Institute for Certification in Engineering Technologies (NICET)** – NICET certification is awarded to individuals who have appropriate engineering technician work experience or appropriate engineering technologist work experience. Since the foundation for the NICET certification programs is American work practices and technology applications, a preponderance of this work experience must be gained in the United States. We are also certified by **American Concrete Institute (ACI)** – The American Concrete Institute's core purpose is to provide knowledge and information for the best use of concrete. Some of our staff is accredited by ACI Aggregate and Concrete testing.



United Consulting's laboratory is fully equipped to perform a wide variety of tests on disturbed and undisturbed samples. The testing is performed by a team of qualified technicians and engineers and includes the following tests:

- ❖ Atterberg Limit Determination
- ❖ Sieve Analysis
- ❖ Hydrometer Analysis
- ❖ Resistivity Testing
- ❖ Permeability Testing
- ❖ Triaxial Testing – Confined/Unconfined
- ❖ Moisture/Density Testing
- ❖ Consolidation Testing
- ❖ California Bearing Ratio (CBR) Testing
- ❖ Soil Classification Testing
- ❖ Ph testing of Soil and Water
- ❖ Organic Content Testing
- ❖ Shrink/Swell Testing of Soil
- ❖ Turbidity Testing of Water

The following is a brief list of United Consulting's testing laboratory's certifications and accreditations:

**Cement and Concrete Reference Laboratory (CCRL)** – The program provides a laboratory with a comprehensive account of how its procedures, practices, equipment and facilities compare with ASTM standards requirements. The CCRL laboratory inspector checks critical equipment dimensions and operating characteristics; watches a technician demonstrate test procedures; and reviews the quality system when covered by appropriate ASTM standards. The goal is to provide a consistent and fair evaluation so that the laboratory and its clients may have confidence that testing is of high quality and that ASTM standards are being used correctly. United Consulting has been certified since 1999.

**American Society of State Highway & Transportation Officials (AASHTO) and the American Society of State Highway & Transportation Officials Materials Reference Library (AMRL)** – AASHTO is a nonprofit, nonpartisan association representing highway and transportation departments in the 50 states, the District of Columbia and Puerto Rico. AMRL assesses construction material laboratories throughout the United States and Canada through the Laboratory Assessment Program (LAP). Facilities are assessed for procedural, apparatus, and quality system conformance to AASHTO and ASTM Standards. United Consulting has been certified since 1999.

Planning, timely performance of the work assignments and staying within budget are critical parts of our commitment to DCSC. Our project staff is geared to effective and efficient performance in these areas to ensure quick responses, precision, and organization on all projects. Our principals and managers have over 30 years of experience working with local, state, and federal governments as well as the private sector on a wide variety of small, mid-size, to large projects. Regardless of the project size, our team will provide the same level of attention to detail and quality control, ensuring our expertise provides cost-effective services tailored to you and your project's needs and requirements.



For this Professional Geotechnical, Environmental, and Construction Material Testing Contract United Consulting will utilize the services of our minority partner **RK Reeves & Associates**. RK Reeves & Associates, Inc. (formerly known as Reeves & Associates) is an "S" corporation and a certified

minority woman-owned business that has provided a variety of professional services since 1991. They are headquartered in DeKalb County and are certified Local Small Business Enterprise (LSBE). They provide professional support services for public works infrastructure projects. The company enjoys an excellent reputation among government agencies and community organizations for meeting and exceeding client expectations. RK Reeves & Associates is a certified minority/woman-owned vendor in a number of municipalities in the Greater Atlanta Area, including Clayton County, Atlanta City, Fulton

County, DeKalb County, Gwinnett County, and Rockdale County. RK Reeves & Associates, Inc. is a graduate of the federal SBA 8(a) program. RK Reeves & Associates will assist United Consulting's team when needed on site assessments and site field observations as well as construction support services.

#### 5.1.1.1. Project Experience



- a) Name and location of the project: North Springs High School Replacement, Sandy Springs, Georgia
- b) The nature of the firm's responsibility on the project: United Consulting conducted a geotechnical exploration for the proposed new locations of the buildings, parking, and sports facilities as well as wall foundation investigations. This project consisted of the planned replacement of the existing Fulton County North Springs High School. The school, originally constructed in 1963, sits on an approximately 34-acre parcel. Rather than building a new school on either undeveloped land or redeveloping a land parcel, the main challenge was to keep the existing school operating while concurrently constructing a new school and its amenities.
- c) Project owner's representative name, address, telephone, and facsimile number: Fulton County Schools, 6201 Powers Ferry Road, Atlanta, GA 30339, Mr. Conrad F. Rogers, (470)254-2173
- d) Project user's representative name, address, and telephone number: Fulton County Schools, 6201 Powers Ferry Road, Atlanta, GA 30339, Mr. Conrad F. Rogers, (470) 254-2173
- e) Date project construction was completed: May 2023 – January 2024
- f) Size of project (construction gross square feet): approximately 34-acre parcel
- g) Cost of project (construction cost): N/A United Consulting fee: \$105,500.00
- h) Work for which firm's staff was responsible: United Consulting developed a geotechnical drilling program that targeted the critical elements of the proposed redesigned usage of the site and included a total of 68 boring locations. Undeveloped portions of the property that will be incorporated as part of the reimagined school campus were also explored. Our team conducted laboratory tests on collected soil samples to determine their consolidation potential, compressibility, and liquid and plastic limits. This is an important step for a project where significant changes to the existing grades is anticipated, as typically the material cut from one area is used to fill another area. Additionally, we conducted 24 infiltration tests for use in stormwater management calculations as it relates to the proposed pervious surfaces along with both aboveground and underground detention ponds. Vegetation clearing was required in the wooded and undeveloped portion of the campus. To reduce impacts to the campus's operation as much as possible while still gathering required information, fieldwork was scheduled for the summer vacation window. A second mobilization was done to drill the borings for the soil nail wall investigation.

After the completion of fieldwork and lab work, we compiled our report of findings and recommendations. For the main building, we recommended the use of aggregate piers, which should reduce the anticipated settlement to allowable levels while the soil beneath the proposed fieldhouse appears to be capable of supporting the building on shallow foundations. Our team provided recommendations for MSE walls, cast-in-place walls, and a cantilever wall. We provided the viable and significantly less expensive option of utilizing soldier piles and shotcrete versus sheet piles. Upon completion of the lab work for this wall, we were able to provide better soil coefficients than initially assumed, which will further reduce construction costs. Our team also provided recommendations regarding the reuse of existing soils expected to be cut from one area and reused in another as well as management of slope construction, guidelines for their angle, and consideration of groundwater

management during construction. Lastly, recommendations were made for the proposed softball field, where difficult excavation is anticipated based on the proposed grade.

- i) Present status of the project: Completed
- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Mehdi Moazzami, PhD, P.E. – Team Leader, Sriranjjan Thirumalai, E.I.T. – Project Manager



a) Name and location of the project: North Springs High School Replacement, Sandy Springs, Georgia

b) The nature of the firm's responsibility on the project: United Consulting also provided a Phase I Environmental Assessment, which led to a Phase II Assessment and Receptor Survey, while also requiring a Hazard Analysis as dictated by the Georgia Department of Education on this project. The first step in the environmental process was to conduct Phase I and hazard screen. These tasks involved gathering readily available

information from both local and national databases regarding properties within prescribed search distances of the site. Additionally, review of historic maps as well as aerial photography of the site and surrounding property was completed prior to visiting the site.

- c) Project owner's representative name, address, telephone, and facsimile number: Fulton County Schools, 6201 Powers Ferry Road, Atlanta, GA 30339, Mr. Conrad F. Rogers, (470)254-2173
- d) Project user's representative name, address, and telephone number: Fulton County Schools, 6201 Powers Ferry Road, Atlanta, GA 30339, Mr. Conrad F. Rogers, (470) 254-2173
- e) Date project construction was completed: March 2023 – September 2023
- f) Size of project (construction gross square feet): approximately 34-acre parcel
- g) Cost of project (construction cost): N/A United Consulting fee: \$30,500.00
- h) Work for which firm's staff was responsible: During the hazard screening process, hazards identified included two petroleum transmission pipelines, the nearest gas station, and a tanker truck accident. These hazards triggered the Hazard Analysis, which involved the quantification of these identified hazards so that mitigation recommendations could be calculated. The Phase I Environmental Assessment identified that a dry cleaner was previously located adjacent to the school. As a result, United Consulting recommended a Phase II Environmental Assessment to determine if on-site contamination existed. Once the Phase II was approved, our team went to the site and drilled borings where we were able to collect soil and groundwater samples. Lab analysis of the samples indicated that there had been a release of dry-cleaning chemicals that had migrated onto the site. We then assisted the client by putting together the release notification package required by the State of Georgia and submitted it to the Environmental Protection Division (EPD) on their behalf. Subsequently, we conducted a receptor survey, which looked for wells, springs, and ponds within three (3) miles of the site. Our team then met with the EPD representative along with the client at the site to review the results of the receptor survey.
- i) Present status of the project: Completed
- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Ryan Griffin, P.G. – Team Leader, Spencer Cox – Project Manager



a) Name and location of the project: Fulton County School System Asbestos Containing Materials Sampling, Fulton County, Georgia

b) The nature of the firm's responsibility on the project: United Consulting was retained by the Fulton County School System in 2019 to perform limited sampling for Asbestos Containing Materials (ACM) prior to planned renovations of 38

Fulton County Elementary, Middle and High Schools. The purpose of these surveys was to collect and test representative samples of common building materials for the presence of asbestos fibers which may be present at the Project Sites, and which may need to be abated or appropriately managed prior to the renovations. The scope of renovation work varied at the different schools. In some cases, renovations proposed for the school included replacing select vinyl floor tiles, mechanical equipment, and roof drains and gutters. In other cases, the proposed renovations included replacing marker boards and select roofing materials. Sampling was required at other schools prior to fire alarm system replacements.

c) Project owner's representative name, address, telephone, and facsimile number: Fulton County School System Capital Improvement Program, 1540 Warsaw Road, Roswell, GA 300076, Mr. Conrad F. Rogers, (470) 254-2173

d) Project user's representative name, address, and telephone number: Fulton County School System Capital Improvement Program, 1540 Warsaw Road, Roswell, GA 300076, Mr. Conrad F. Rogers, (470) 254-2173

e) Date project construction was completed: 2018-2022

f) Size of project (construction gross square feet): 38 Fulton County Elementary, Middle and High Schools

g) Cost of project (construction cost): N/A United Consulting fee: \$137,587.00

h) Work for which firm's staff was responsible: United Consulting's team of accredited Asbestos Inspectors conducted the limited Asbestos Surveys in accordance with the Asbestos Hazard Emergency Response Act (AHERA). We coordinated with each schools' maintenance staff to limit the potential impact of our sampling procedures. Samples were limited to locations of the least visual impact. Care had to be taken in sampling as the schools were occupied. In some cases, sampling was conducted prior to or following the departure of students during after-hours. Bulk sampling was performed in substantial conformance with the United States Environmental Protection Agency's (EPA's), "Guidance for Controlling Asbestos-Containing Materials in Buildings" (EPA 560/5-85-024, 1985). Individual reports were completed for each separate school which included a description of the planned renovation and the areas which we sampled, a sample location plan, a description of our sampling methodology, laboratory results and our evaluation. Reports were completed on time and within budget for each of the 12 schools.

i) Present status of the project: Completed

j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Michael Abernathy – Team Leader, Christopher Lee, CSP, WEMT – Project Manager



- a) Name and location of the project: Beecher Hills Elementary School, Atlanta, Georgia
- b) The nature of the firm's responsibility on the project: United Consulting was retained by the Atlanta Public Schools as part of our annual contract to perform construction materials testing services on this project site located at 2257 Bollingbrook in Atlanta, Georgia. The project consisted of constructing a new multi-purpose gymnasium, interior renovations primarily in the central area of the building, and improved building identity, site circulation, main office accessibility, security, and parking.
- c) Project owner's representative name, address, telephone, and facsimile number: Atlanta Public Schools Facilities Construction, 1631 La France St. NE, Atlanta, GA 30076, Mr. Theondrae Reid LEED GA, (404) 802-3712.
- d) Project user's representative name, address, and telephone number: Atlanta Public Schools Facilities Construction, 1631 La France St. NE, Atlanta, GA 30076, Mr. Theondrae Reid LEED GA, (404) 802-3712.
- e) Date project construction was completed: 2018-2020
- f) Size of project (construction gross square feet): 59,751 SF
- g) Cost of project (construction cost): N/A United Consulting fee: \$26,000.00
- h) Work for which firm's staff was responsible: United Consulting provided certified NPDES, ICC inspectors, ACI technician and qualified field personnel to perform the required testing and inspection related to this project. We worked directly with the General Contractor (Carroll Daniel Construction) to ensure that all testing/inspection was performed and that any deficiencies noted on every site visit were addressed and corrected. Our technicians performed multiple testing/inspections once we are on-site, reducing the number of site visits, and ultimately reducing the proposed cost of performing the required testing/inspection.
- i) Present status of the project: Completed
- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Roman Zhest – Team Leader, Jay Paul Gapuzan – Project Manager



- a) Name and location of the project: Talley Street Elementary School, Decatur, Georgia
- b) The nature of the firm's responsibility on the project: The Talley Street Elementary School site consisted of an assemblage of seven parcels totaling 6.38-acres located along South Columbia Drive and Talley Street. Most of the assemblage was occupied by the former Decatur Public Works, which historically utilized underground storage tanks for petroleum and diesel storage. At the time of initial due-diligence, active groundwater remediation activities were ongoing. The site consists of a proposed 85,000-SF school along the eastern extent of the development, including 1.4 acres of outdoor recreation and 1.2 acres of preserved forestland.
- c) Project owner's representative name, address, telephone, and facsimile number: City Schools of Decatur, 125 Electric Avenue, Decatur, GA 30030, Mr. Noel Maloof, (404) 371-3601.
- d) Project user's representative name, address, and telephone number: City Schools of Decatur, 125 Electric Avenue, Decatur, GA 30030, Mr. Noel Maloof, (404) 371-3601
- e) Date project construction was completed: 2017-2020
- f) Size of project (construction gross square feet): 85,000-SF
- g) Cost of project (construction cost): N/A United Consulting fee: \$39,000.00

- h) Work for which firm's staff was responsible: United Consulting guided the City Schools of Decatur through the Georgia Brownfields Program conducting environmental due diligence, as well as assisting in completing Georgia Department of Education requirements for selection of a new school. Our team conducted Phase I and Phase II Environmental Site Assessments (ESA) regarding the historic functions of the property in late 2015. Through the Georgia Brownfields Program, the City Schools of Decatur elected to conduct environmental characterization and mitigation to the most stringent residential standards. This included an initial application that outlined the proposed requirements as well as follow up site characterization sampling to delineate and define the potential impacts to later certify compliance with the Program. The proposed requirements included developing site soil and groundwater sampling, a soil and groundwater management plan, guidance on management of impacted soil and groundwater during construction, and design and installation observation of a vapor intrusion mitigation system. Our team further conducted a school site Hazard Screen and Analysis to Department of Education standards for the proposed school utilizing the most advanced BREEZE® Incident Analysis modeling software. The modeling evaluated offsite sources of potential hazard consequence and adapted the most appropriate mitigation measures to protect occupants. Currently the City Schools of Decatur is in the process of completing the Georgia Brownfields Program under the direction of United Consulting as negotiated with the Georgia EPD. This approach is another successful “blight to sight” Brownfield project. United Consulting and the City Schools of Decatur worked together with the Georgia Brownfields Program to develop a cost-effective scope of work which satisfied the requirements of the program and helped identify the possible clean-up costs which were used in property acquisition negotiations.
- i) Present status of the project: Completed
- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Ryan Griffin, P.G. – Team Leader, Spencer Cox – Project Manager



a) Name and location of the project: Discovery High School Community Park, Lawrenceville, Georgia

b) The nature of the firm's responsibility on the project: This project consisted of an approximately 45-acre park, featuring an athletic field with surrounding track, a playground/splash pad/plaza area, pavilion structure, smaller structures (restrooms, etc.) and associated parking and drive areas. Walking trails were also planned

around the perimeter of the site, with several future footbridges to span existing creeks. Several site retaining walls, of various heights up to roughly 18 feet, were also planned across the site. United Consulting was retained for a geotechnical exploration to evaluate soil, rock, and groundwater conditions at the site. The primary geotechnical challenges at the site were areas of relatively shallow rock and groundwater, along with the presence of zones of weak, lightweight existing soils. Wet surficial soils and extensive wetlands in the southern portion of the site also presented challenges for site development.

- c) Project owner's representative name, address, telephone, and facsimile number: Gwinnett County Parks SPLOST Program, 75 Langley Drive, Lawrenceville, Georgia 30046, Mr. Rex Shuder, (770) 882-8864.
- d) Project user's representative name, address, and telephone number: Gwinnett County Parks SPLOST Program, 75 Langley Drive, Lawrenceville, Georgia 30046, Mr. Russell A. Small, (678) 641-5246
- e) Date project construction was completed: 2019-2022
- f) Size of project (construction gross square feet): 664,262 SF

- g) Cost of project (construction cost): N/A United Consulting fee: \$12,640.00
- h) Work for which firm's staff was responsible: United Consulting cleared access trails using a subcontracted bulldozer and performed a total of 54 standard penetration test (SPT) borings, 18 offset borings, and four double ring infiltrometer tests across the site. Laboratory testing was also performed consisting of 60 soil moisture content tests, eight USCS soil classification tests, six in situ unit weight determinations, four triaxial shear tests (CU), and two consolidation tests. Based on the results of the test borings and laboratory testing, United Consulting performed global stability and settlement analyses for the proposed site retaining walls and structures, and provided recommendations for a selection of geotechnical concerns, including site grading considerations, foundation support, retaining wall design parameters, temporary and permanent dewatering, and light duty and heavy-duty pavement design. United Consulting identified elevated groundwater levels, rock levels, high moisture content near surface soils, and lightweight, relatively weak onsite soils during the exploration. Our team effectively communicated these concerns to Gwinnett County Parks and others on the design team, which allowed them to modify design and construction approaches accordingly, as well as adjust budget projections to account for the site conditions.
- i) Present status of the project: Completed
- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Mehdi Moazzami, PhD, P.E. – Team Leader, Michael Kemp, P.E. – Project Manager

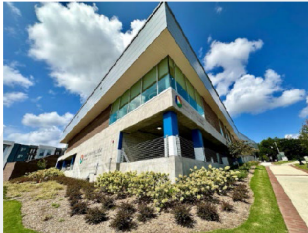


- a) Name and location of the project: Forest Park High School, Forest Park, Georgia
- b) The nature of the firm's responsibility on the project: United Consulting has been retained to perform construction materials testing for the renovation of the football, baseball, and softball fields at Forest Park High School. Improvements include grass removal and replacement on all fields; restrooms at the center of the fields; concrete pads for bleachers; irrigation system renovation; and new lighting, fencing, and sidewalks. Four new dugouts are to be built in each of the softball and baseball fields, and two new buildings will be constructed for use as a press box on the football field.
- c) Project owner's representative name, address, telephone, and facsimile number: Harris & Smith, LLC, 101 Marietta Street Northwest, Suite 2320, Atlanta, GA 30303, Mr. Willie Smith, (404) 584-8773.
- d) Project user's representative name, address, and telephone number: Clayton County Public Schools, 5452 Phillips Dr, Forest Park, GA 30297, Mr. Ronick Joseph, (770) 473-2700
- e) Date project construction was completed: 2023-Ongoing
- f) Size of project (construction gross square feet): N/A
- g) Cost of project (construction cost): N/A United Consulting fee: \$27,200.00
- h) Work for which firm's staff was responsible: Through routine and consistent construction materials testing and inspections, our qualified technicians provide quality assurance throughout the construction process on reinforced concrete, structural masonry, and steel decking. United Consulting performs these services working with the general contractor throughout the schedule of the project.
- i) Present status of the project: Ongoing

- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Roman Zhest – Team Leader, Jay Paul Gapuzan – Project Manager



- a) Name and location of the project: Charles R. Drew High School – Athletic Field Improvements, Riverdale, Georgia
- b) The nature of the firm's responsibility on the project: United Consulting has been retained to perform construction materials testing for the renovation of the football, baseball, and softball fields at Charles R. Drew High School. Improvements include accommodation for new brick veneer for existing dugouts; grass removal and replacement on all fields; concrete pads for bleachers; irrigation system renovation; and new lighting, fencing, and sidewalks. A new building will be constructed for use as a press box.
- c) Project owner's representative name, address, telephone, and facsimile number: Harris & Smith, LLC, 101 Marietta Street Northwest, Suite 2320, Atlanta, GA 30303, Mr. Willie Smith, (404) 584-8773.
- d) Project user's representative name, address, and telephone number: Clayton County Public Schools, 5452 Phillips Dr, Forest Park, GA 30297, Mr. Ronick Joseph, (770) 473-2700
- e) Date project construction was completed: 2023-Ongoing
- f) Size of project (construction gross square feet): N/A
- g) Cost of project (construction cost): N/A United Consulting fee: \$24,500.00
- h) Work for which firm's staff was responsible: Through routine and consistent construction materials testing and inspections, our qualified technicians provide quality assurance throughout the construction process on reinforced concrete, structural masonry, and steel decking. United Consulting performs these services working with the general contractor throughout the schedule of the project.
- i) Present status of the project: Ongoing
- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu: Roman Zhest – Team Leader, Jay Paul Gapuzan – Project Manager



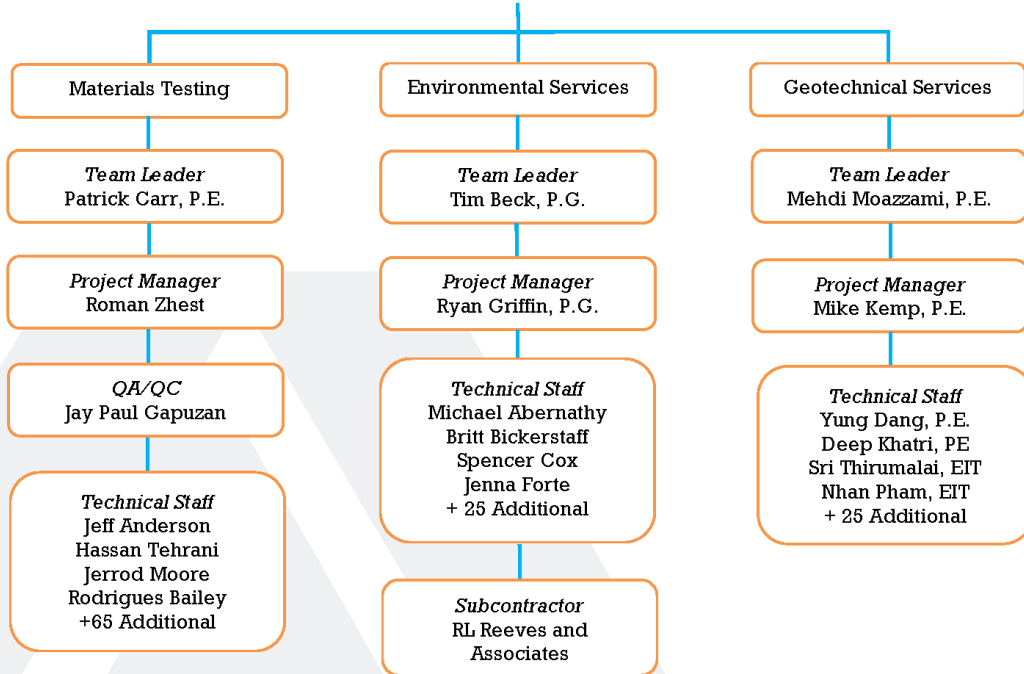
- a) Name and location of the project: Gwinnett County Public Library – Norcross Branch, Norcross, Georgia
- b) The nature of the firm's responsibility on the project: United Consulting was retained to perform Special Inspections for the construction of a new Gwinnett County Public Library in Norcross, Georgia. The new library was set on a 1.6-acre site at the corner of Buford Highway and Britt Avenue. The building was set to be at 22,0000 square feet, twice the size of the existing branch less than a mile away. The new branch, featuring a "pedestrian plaza," would be adjacent to Lillian Webb Park, a downtown hub that regularly hosts events and has a splash pad for warm weather. Guests would be able to park in an underground parking deck with 134 spaces. Plans for interior included spaces for kids, teens, and adults as well as rooms for meetings and studying.
- c) Project owner's representative name, address, telephone, and facsimile number: Gwinnett County, 75 Langley Drive, Lawrenceville, GA 30046, Mr. Gray Booth, CSI, CCCA, (770) 822-7117.
- d) Project user's representative name, address, and telephone number: Gwinnett County, 75 Langley Drive, Lawrenceville, GA 30046, Mr. Gray Booth, CSI, CCCA, (770) 822-7117.
- e) Date project construction was completed: February 2020 – November 2021



- f) Size of project (construction gross square feet): 22,0000 SF
- g) Cost of project (construction cost): N/A United Consulting fee: \$37,000.00
- h) Work for which firm's staff was responsible: Due to soil condition, the foundations were placed on the ground improved subgrade. As part of the overall inspections and testing, United Consulting observed and documented ground improvements during aggregate piers installation. Prior to the beginning of construction activities, we attended a pre-construction meeting and discussed specifics related to our scope. At the beginning of the construction activities, as the 7-days letter issued, our Certified NPDES inspector began weekly inspections and our assigned group of engineers, geologists and inspectors began scheduled inspections and testing. All tests and inspections were performed in accordance with ASTM. Compliance of the contractor's work with the project plans and specifications was verified. The results of our testing and inspections were verbally communicated to the site superintendent and documented in the daily draft reports at the end of the day. Our team paid special attention for deficiencies, and once discovered, they were immediately communicated to superintendent. If not immediately corrected, it was documented for proper tracking. United Consulting personnel conducted Special Inspections with extensive knowledge of the project, which assisted in easily identifying the most critical areas of the construction. With their extensive background, our special inspectors performed quality inspections and testing that minimized any time lost on corrections and retesting. Our scheduling and managing personnel were easily available and eager to assist. Accurate documentation and timely reporting provided valuable information to the construction and design team, helping save time and cutting the cost of the overall construction.
- i) Present status of the project: Completed
- j) Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQ: Roman Zhest – Team Leader, Jay Paul Gapuzan – Project Manager

#### 5.1.2. Proposed Project Staff

As demonstrated throughout this proposal, our deep bench of certified professionals brings a wealth of experience that gives us a solid foundation of both experience and judgment for your site(s). Whether it is avoiding cost overruns, claims, failures or safety concerns, our outstanding experience will be invaluable to you. The management and field staff are knowledgeable, highly skilled, and motivated to provide excellent service to our clients. We continuously invest in our staff by providing mandatory training classes, seminars, and continuing education to assure that everyone is informed of the latest methods and state-of-the-art equipment in their specialties. The United Consulting Team is composed of a cohesive team of professionals that will offer DeKalb County Schools a wealth of professional, first-hand experience. Team members have worked together on numerous projects in metro Atlanta and are currently working on local projects for Atlanta Public Schools, Gwinnett County School System, Forsyth County School System, City of Atlanta, City of Roswell, City of Sandy Springs, and many others. This history of working together will provide you with a project team that has demonstrated experience in managing projects for on-time delivery, within budget.



Key Team Leader	Certifications/Qualifications (Years of Experience – YOE)
Patrick J. Carr, P.E.	Professional Engineer, #GA 13495, ICC Master Special Insp., AWS – 45 YOE
Roman Zhest	NICET Level II, NPDES Level 1B, ICC & ACI Cert. – 38 YOE
Jay Paul Gapuzan	ACI Concrete Cert, GDOT RTT & FCT – 17 YOE
Ryan Griffin, P.G.	Professional Geologist, GA # 2365– 10 YOE
David Huetter	GSWCC - Level 1A Certified – 30 YOE
Chris Roberds, P.G.	Professional Geologist, GA # 830 – 40 YOE
Mehdi Moazzami, PhD, P.E.	Professional Engineer, GA # 23121 – 30 YOE
Michael Kemp, P.E.	Professional Engineer, GA # 20383 – 33 YOE
Tim Beck, P.G.	Professional Geologist, GA #938 – 38 YOE

Full resumes of key staff will be included in Appendix F.



**Principal-in-Charge**  
**Mr. Christopher L. Roberds, P.G**  
Professional Geologist: GA (#830)

**Education**  
BS Geology, University of Georgia,  
1984

Mr. Roberds will be assigned as the *Principal-in-Charge* for this team. He brings over 35 years of construction testing and inspections experience to this contract which includes managing the completion of over 2,500 projects in the United States. He has legal and fiscal authority for United Consulting's work for this project. He currently oversees a wide range of technical and program management activities. He monitors Quality Assurance personnel and reviews work assignments relative to personnel assignments. He assures that the technical and financial resources are available for the Team to perform its services for this contract.



**Geotechnical Team  
Leader**  
**Mr. Mehdi Moazzami, PhD,  
P.E.**

**Education**  
PhD, Civil Engineering, Ohio  
State University, 1991  
MS, Civil Engineering, Ohio  
State University, 1984

BS, Civil Engineering, Ohio State University,  
1981

Mr. Moazzami will be the *Geotechnical Team Leader* for this team. He brings over 30 years of experience in foundation design, bridge foundation investigations, soil survey, pavement evaluation in both public and private sector environments. He will assure that the technical and financial resources are available for the Team to perform geotechnical services for this contract and will assist Mr. Kemp coordinate our internal resources as it pertains to the execution of geotechnical needs for the DCSC contract.



**Geotechnical Project  
Manager**  
**Mr. Michael Kemp, P.E.**

**Education**  
MS, Civil Engineering  
(Geotechnical), Georgia Institute  
of Technology, Atlanta, Georgia  
BS, Civil Engineering, Georgia  
Institute of Technology, Atlanta,

Georgia

Mr. Kemp will be assigned as the *Geotechnical Project Manager* for this team and brings over 30 years of technical and regulatory experience in a wide range of civil engineering projects. Mr. Kemp has supervised a variety of soil and groundwater investigations and has been involved in the geotechnical design, preparation, and review of reports, technical specifications including earth support structures, foundation design, seismic design, and geotechnical investigations on various school system properties across Metro Atlanta.



**Environmental Team  
Leader**  
**Mr. Tim Beck, P.G.**

**Education**  
B.S. Geology, Northwest  
Missouri State University,  
1984

Mr. Beck is United Consulting's senior Environmental Specialist with over 38 years of experience. He will assist the team with any items that pertain to Environmental Remediation and/or Water Quality Testing, including construction sampling, illicit discharge sampling, long term ambient trend monitoring & TMDL monitoring for 303(d) listed streams, asbestos, and BMP inspections. Additionally, Mr. Beck will assist Mr. Griffin with United Consulting's environmental team in this effort.



**Environmental Project  
Manager**  
**Mr. Ryan Griffin, P.G.**

**Education**  
B.S. Geology, University of West  
Georgia, 2013

**Mr. Griffin** will serve as the  
*Project Manager* on this contract.

Mr. Griffin brings over 10 years of experience providing environmental services in over 500 environmental projects including Phase I and Phase II Environmental Assessments for various commercial, industrial, and residential properties to various standards including ASTM E-1527-13, DCA, and HUD.



**CMT Team Leader/Lead  
Inspector**  
**Mr. Pat Carr, P.E.**

**Education**  
BS Civil Engineering, Rutgers  
University, 1977

**Mr. Carr** will be assigned as the  
*CMT Team Leader* and *Lead Field Inspector* for this team. Mr. Carr has extensive experience in construction, structural engineering, design of concrete building structures, and design of foundations for buildings. With more than 30 years of experience, he will be the staff engineer in charge of ensuring all protocols are followed in the field and will be distributing daily field logs and record encountered discrepancies to our standard deficiency log.



**CMT Project Manager**  
**Mr. Roman Zhest**

**Education**  
BS, Civil Engineering, Moscow,  
Russia, 1985

**Mr. Zhest** will be United  
Consulting's Materials Testing

*Services Project Manager* for this DeKalb County Schools contract. With over 30 years of experience in this role Mr. Zhest is proficient and experienced in field inspections in areas related to concrete and soils testing, soil classifications, sieve analysis of aggregate, foundation inspection and post tensioning of concrete. He will be responsible for daily coordination of United Consulting's materials testing staff.



**Quality Assurance/Quality  
Control Manager**  
**Mr. Jay Paul Gapuzan**

**Education**  
BS Environmental Biology,  
Georgia Southern University,  
2006

**Mr. Gapuzan** will be United Consulting's *QA/QC Manager* for this contract and will be reviewing reports, designs, site-specific health and safety plans and proposals for technical expertise and quality control following our Quality Assurance Manual. He is currently responsible for Quality Control and Quality Assurance for all United Consulting's material testing projects.

### 5.1.3. Workload

United Consulting's strategy for performing as a responsive and responsible organization which provides complete and timely submission of deliverables is to maintain effective leadership and coordination among our environmental, geotechnical, and construction materials testing teams. Each Project Manager will perform the key role of coordinating the effort of these teams and ensure that they account for the full scope of each task order. Our entire project management team, consisting of the Principal-in-Charge, Project Manager, and Team Leader, will plan, manage and control the portfolio of task orders in accordance with the relevant inspection standards, task order requirements and the preferences of

project stakeholders. The project management team will use the following procedure to ensure timely submission of deliverables:

1. Requests/Task Orders will be received by the Principal-in-Charge who will direct the Project Manager to develop a framework for a Task Order Plan. The Principal-in-Charge and Project Manager will consider the project's priorities or constraints and assign personnel and resources to the inspection team.
2. The Project Manager will use Task Order Plans, a Master Project Calendar, and Deficiency Logs (where appropriate) as the basic tools for planning, executing, and monitoring the performance of task orders. Project Manager and Team Leader will collaboratively develop detailed Project Plans which account for all the project features which must be inspected and the applicable standards which govern these inspections. Appropriate technical staff will develop the procedures for each task and verify the type of equipment required for fieldwork. They will also assign field staff and/or subcontractors with relevant qualifications and experience.
3. The Task Order Schedules for our four teams will be accumulated in a Master Project Calendar which will track all the work under our purview. The Project Manager will monitor this calendar for risks to the performance of tasks on the schedule (e.g. rain or construction delays) and adjust the schedule as necessary. Team Leader will assist the Project Manager to monitor and maintain the master calendar by scheduling inspections and indicating when these tasks are completed.
4. Inspection staff will record their findings on the Deficiency Log or note them in their field reports until recorded on the Deficiency Log. The Project Manager or Team Leader will review the accuracy of Deficiency Logs before transmission to project stakeholders. Team Leader will be responsible for managing field inspections to ensure the timely submission of Deficiency Logs. They will coordinate with stakeholders in the field to complete inspections at the most appropriate time to maintain the construction schedule.
5. The Project Management Team will use or Inspection Plans, Master Calendar and Deficiency Logs to conduct periodic (weekly and monthly) Progress Meetings and push activities to meet the deadlines.

We will use an integrated approach of incorporating the perspectives of key stakeholders very early in the inspection process for the development and maintenance of our Inspection Plans. This will allow us to anticipate, identify and mitigate potential issues and constraints as soon as possible. Our approach of using both "top-down" and "bottom-up" planning allows our teams to explore many ideas for conducting inspections and to converge on the best methods to deliver thorough reports precisely when needed.

Principal-in-Charge, is the designated primary point of contact for the communication and coordination of our contract team. Mr. Chris Roberds, P.G. will receive task order requests from DCSD and respond with task order proposals. He will maintain communication with DCSD stakeholders during the negotiation of task order contracts; assign personnel to the performance of task orders and maintain communication with key stakeholders up to the delivery of final reports and task order close-out.

United Consulting anticipates two general modes of communication:

1. *Communication during task order proposal:* Chris Roberds, P.G. will be responsible for communication with project stakeholders during the development and proposals and negotiation of task order contracts. He will coordinate the input from Project Managers to produce an Inspection Plan (or proposal) which will include: The Project Manager or Team Leader who will manage the inspection team during execution; a breakdown of the scope of work; labor categories and rates; methods and procedures; schedule and budget. Mr. Roberds will submit the proposal

to DCSD for consideration and approval. If necessary, he will provide clarifications and accept the task order when approved.

2. *Communication during task order execution:* The Project Manager will assume responsibility of project communication after approval of the task order. The Project Manager will be responsible for planning and managing daily operations of inspection teams, thereby ensuring that Deficiency Logs are delivered at the required quality and frequency. The Project Manager will generate weekly management reports which will apprise the Principal-in-Charge and project stakeholders on the status of inspections. The Principal-in-Charge and Project Managers will consult with project stakeholders to determine the frequency and distribution of these weekly reports. The weekly inspection reports will be rolled up in monthly executive briefings which will provide a summary of deficiency reports submitted during that month; the number and types of inspection hours used for the period (i.e. budgeted resources, tasks completed and estimate of the effort to completion); significant project issues, risks and corrective issues taken and a forecast of significant activities for successful completion. Project Managers will use the Deficiency Log as the primary tool for project communication and this will be distributed in the method prescribed by the constructor and other project stakeholders.

The Principal-in-Charge, will lead the Project Management Team in proposing a method of delivering the required services for task orders along with a price estimate. He will assist in negotiation and acceptance of task orders, allocate resources to perform the services and maintain client relations including delivering periodic progress reports. He will also provide monthly or quarterly Program Management Reports for the portfolio of projects being performed under the contract (these reports will support monthly invoicing). At a minimum, this summary report will include the name and location of each project; the types of services required; the assigned Team Leader, subcontractors, and inspectors; and status for critical tasks including the issues encountered and corrective actions taken.

Upon receiving a task order, the Principal-in-Charge and Project Manager will analyze the project scope and assign a Team Leader based on the priorities. The Project Management Team, consisting of the Principal-in-Charge, Project Manager and Team Leader, will determine the most qualified and experienced personnel to undertake the inspections and enroll the Inspection Team. The Inspection Team will conduct a detailed analysis of the project scope including construction plans and specifications to identify the construction features and deliverables which require special inspection. The Team Leader will develop the Inspection Plan which will itemize: the features which will be inspected, an outline of inspection procedures (including testing or sampling methods and standards for conformance) and the inspection schedule. At a minimum the Inspection Plan will identify the following:

- The materials, systems, components, and work required to have inspections or tests by the building official or by the registered design professional responsible for each portion of the work.
- The type and extent of each inspection.
- The type and extent of each test.
- Additional requirements for inspections or tests for seismic or wind resistance.
- For each type of inspection, identification as to whether it will be continuous special inspection, periodic special inspection or performed in accordance with the notation used in the referenced standard where the inspections are defined.

Using these parameters, the Team Leader will plan and distribute inspection assignments, review procedures, and coordinate schedules for the duration of the inspection program. Upon receiving their assignments, Inspectors will:

- Plan their inspection tasks by identify the construction feature, design parameters and the specification and IBC Section 1704 code which determines conformance;
- Determine sampling/testing and safety procedures;
- Schedule date of inspection and obtain clearance from the contractor or relevant authority to conduct the inspection;
- Perform the inspection, enter a unique identifier for the feature on the Deficiency Log and record the findings.

To ensure smooth operation of special inspection tasks, the Team Leaders will review assignments before mobilization to the field and take steps to mitigate issues they may encounter. The Inspector will perform the inspection, notate the procedures used, the standards for conformance and record the findings of conformance or deficiency on the Deficiency Log. The Team Leader will review the findings of the Deficiency Log, annotate the standard and /or corrective action to obtain conformance and propose a date for re-inspection.

The Project Manager will distribute Deficiency Log to project stakeholders. Upon receiving notification that corrective action has been taken, the Inspector will perform the re-inspection and record the date and findings of conformance or deficiency on the deficiency log; repeats re-inspection on the Deficiency Log. This process will be repeated iteratively until conformance is achieved for all special inspection tasks. When all inspections are done, the Project Management Team will convene a Project Close-out Meeting and present the official record of Special Inspections including the supporting Deficiency Logs. United Consulting is an active member of the engineering community, exemplified by our memberships in the American Council of Engineering Companies of Georgia (ACEC), The Council of Educational Facility Planners (CEFPI), Society of American Military Engineers (SAME), Georgia Environmental Protection Agency (GA EPA), Georgia Economic Development Association (GEDA), Georgia Municipal Association (GMA), as well as Georgia Engineering Foundation (GEF), providing annual scholarships to high school and college students.

**5.1.3.1. Workload Table**

Below listed are some of United Consulting’s current ongoing workload.

Project Name	Client Name	Completion Status	Dollar Value
US-411	Mott MacDonald	Geotechnical Engineering Ongoing 27% complete	\$3.3M
Gwinnett County Corrections Complex	Gwinnett County Department of Support Services	Construction Materials Testing Ongoing 5% complete	\$2,500
Women’s Center 18 Bed Expansion/Surgery Renovations	Northside Hospital - Forsyth	Construction Materials Testing 15% complete	\$7,000
Multi Minor Economic Development Project	Atlanta Beltline, Inc.	Environmental Services 60% Complete	\$15,000
The Proctor - HERO Review	Atlanta Housing	Environmental Services 40% complete	\$10,000
Church Street Elementary, Pointe South Elementary, Lovejoy High School, Central Office Complex	Clayton County Public Schools	Environmental Services 10% complete	\$48,000



RFQ No. 24-752-023  
 Professional Geotechnical, Environmental,  
 And Construction Material Testing Services  
 DeKalb County Schools

Project Name	Client Name	Completion Status	Dollar Value
1814 Peachtree St NE	City of Atlanta Department of Watershed Mgmt.	Geotechnical Exploration 35% complete	\$10,000
Woodstock Rd at SR92 Intersection Improvement	City Of Roswell	Construction Materials Testing 20% complete	\$30,000
Cumming City Center Building B	City of Cumming	Geotechnical Peer Review 90% complete	\$1,500
North Springs High School Replacement	Fulton Co School System Programs Management	Geotechnical and Environmental Services 60% complete	\$150,000
Shoal Creek Filter Plant	Gwinnett County Department of Water Resources	Geotechnical and Construction Materials Testing 40% complete	\$25,000
Norcross Public Safety Project - Receptor Survey	City of Norcross	Environmental Services 60% complete	\$7,000
Peachtree Corners Shade Pavilion	City of Peachtree Corners	Construction Material Testing 25% complete	\$3,000
Fire Station 82	City of Peachtree City	Special Inspection Services 90% complete	\$1,500
Conley Elementary School Addition and KIPP Soul Primary School	Atlanta Public Schools	Environmental Services 95% complete	\$15,000
Cumming City Center Police Station	City of Cumming	Geotechnical and Construction Materials Testing 85% complete	\$58,000
Reverse Gwinnett Lift Station and Snapfinger Woods Dr & Wesley Chapel Rd	DeKalb County Department of Watershed Management	Geotechnical 95% complete	\$105,000
4083 Old River Rd and 3488 Mosley Rd	Dekalb County Dept. of Recreation, Parks & Cultural Affairs	Environmental services 90% complete	\$3,000
Purcell Hall Renovation	Georgia State Financing & Investment Commission	Environmental Services 95% complete	\$10,000
Archer High School Addition	Gwinnett County Board of Education	Geotechnical 80% complete	\$25,000

Below listed are some of RK Reeves' current workload.

Project Name	Client Name	Completion Status	Dollar Value
Geographical Location and Inventory of the Wastewater Collection System	Brown and Caldwell c/o DeKalb County Department of Watershed Management	Ongoing Inspection Services	\$N/A
PASARP-5 & PASARP Extension	Black & Veatch Inc. c/o DeKalb County Department of	Inspection Services 99% complete	\$NA



Project Name	Client Name	Completion Status	Dollar Value
	Watershed Management		
Reverse Gwinnett Flows	R2T, Inc. c/o DeKalb County Department of Watershed Management	GIS Mapping and Easement and Permitting Review 30% complete	\$N/A
Professional MS4 Inspection Services for Public Works Project	Atlas Technical Consultants, LLC c/o DeKalb County Department of Watershed Management	Inspection Services Ongoing	\$N/A
DeKalb County Consent Decree Package 3 Sewer Rehabilitation and Construction Project, Phases 1 & 2	Garney Construction	Public and community outreach services 90% complete	\$N/A

**5.1.4. Equitable Distribution**

United Consulting has not had the pleasure of providing professional services to the DeKalb County School District and is currently not under contract with DCSD nor has it yet been awarded a contract of any value with the DeKalb County School District.

**5.1.5. Design Fee**

United Consulting's proposed Geotechnical, Environmental, and Construction Material Testing Fee for the Services and Work is included in RFQu Attachment C under Owner's Standard Forms.

**5.1.6. References**

Please see United Consulting's letters of reference below. Due to the nature of our work, our policy and practice integrates proven systems for resource scheduling with common sense. United Consulting has tremendous resources available to DCSD as our extensive materials testing, special inspections, geotechnical staff, and environmental staff will be available on-call, rain, or shine. Our team's in-house fleet service, our key personnel and field technicians can be at the job site at any time the project requires. Our staff is local and based out of Metro Atlanta and have provided requested services in Metro Atlanta schools for over 30 years.

When task orders span two or more disciplines, our method to seamlessly coordinate program deliverables involves assigning project leadership to the Team Leader who has the largest component of work. This leading Team Leader will coordinate the contributions from the other disciplines and work collaboratively to develop a single Plan and Approach for each construction project or task order. Because of our in-house capabilities of providing services listed in the scope of work for this contract as well as our robust team of minority partners, we can guarantee that every task order will be managed by a cross-trained and experienced group of professional service staff. United Consulting Team's Principal-in-Charge Mr. Chris Roberds, P.G. will provide direction and oversight for task execution; assign employees and resources to the completion of tasks; and maintain the quality and level of effort for overall performance. Mr. Roberds will be responsible for implementing the strategies and management plans.



RFQ No. 24-752-023  
Professional Geotechnical, Environmental,  
And Construction Material Testing Services  
DeKalb County Schools

He will conduct monthly reviews of the portfolio of projects under his direction to ensure that projects are appropriately resourced and operate within the business interests of United Consulting and to the benefit of DCSD. Based on your planned projects and requests for inspections, Mr. Roberds will monitor backlog and maintain a budget for a minimum of three months projected operations which will reduce the risk of being unprepared for significant increases in demand for inspection services. He will also maintain oversight of our risk parameters including the levels of insurance and the safety policies for the entire contract.

Our Project Managers and Team Leaders will meet with DCSD personnel to determine the priorities for existing projects and determine the best method to perform task orders. Our immediate priority will be to continue current programs without adding risk or delays to on-going work. Our Team Leaders are subject matter experts and will provide an added layer of technical direction and oversight for each type of task order. These professionals are deeply experienced in their respective disciplines, and they will assist the Project Manager to consider the relevant standards and procedures in the development of our response.



**BOARD OF EDUCATION**

Julia C. Bernath, *President*  
Linda P. Bryant, *Vice President*  
Gail Dean • Kimberly Dove • Linda McCain  
Katie Reeves • Katha Stuart  
Mike Looney, Ed.D., *Superintendent*

May 20, 2020

**To Whom It May Concern:**

United Consulting was retained by the the Fulton County School System in 2019 to perform limited sampling for Asbestos Containing Materials (ACM) prior to planned renovations of twelve (12) Fulton County Elementary, Middle and High Schools. The purpose of these surveys was to collect and test representative samples of common building materials for the presence of asbestos fibers which may be present at the Project Sites, and which may need to be abated or appropriately managed prior to the renovations. The scope of renovation work varied at the different schools. In some cases, renovations proposed for the school including replacing select vinyl floor tiles, mechanical equipment, and roof drains and gutters. In other cases, the proposed renovations included replacing marker boards and select roofing materials. Sampling was required at other schools prior to fire alarm system replacements.

United Consulting's team of accredited Asbestos Inspectors conducted the limited Asbestos Surveys in accordance with the Asbestos Hazard Emergency Response Act (AHERA). They coordinated with each schools' maintenance staff to limit the potential impact of our sampling procedures. Samples were limited to locations of the least visual impact. Care had to be taken in sampling as the schools were occupied. In some cases, sampling was conducted prior to or following the departure of students during after-hours. Bulk sampling was performed in substantial conformance with the United States Environmental Protection Agency's (EPA's), "Guidance for Controlling Asbestos-Containing Materials in Buildings" (EPA 560/5-85-024, 1985). Individual reports were completed for each separate school which included a description of the planned renovation and the areas which they sampled, a sample location plan, a description of our sampling methodology, laboratory results and our evaluation. Reports were completed on time and within budget for each of the 12 schools.

If you have any questions regarding the performance of United Consulting, please do not hesitate to call me at work (470) 254-2763 or on my cell at (404) 863-7984.

Sincerely,

Johnnie Davis  
Capital Program Director

May 12, 2020

Re: Letter of Reference for United Consulting

To Whom It May Concern,

United Consulting was retained by Georgia Institute of Technology for a two-year Indefinite Delivery Indefinite Quantity (IDIQ) contract starting in October 2017. The contract was to perform Hazardous Material Consulting services, including Asbestos Containing Material (ACM) surveys and third party abatement monitoring in anticipation of planned renovations to various campus buildings.

United Consulting's team of accredited Asbestos and Lead Based Paint Inspectors conducted the Asbestos Surveys in accordance with the Asbestos Hazard Emergency Response Act (AHERA). United carried out several surveys in in multiple buildings across camps including the Howey Physics Lecture Halls, the Russ Chandler baseball stadium renovations, the Manufacturing Research Center roof, the J. Erskine Love building and the Boggs Lecture Hall roof.

United Consulting also conducted full time monitoring of the Abatement Contractor for the Howey building project. Interior samples were limited to locations of the least visual impact. Care had to be taken in sampling as buildings were occupied. Bulk sampling was performed in substantial conformance with the United States Environmental Protection Agency's (EPA's), "Guidance for Controlling Asbestos-Containing Materials in Buildings" (EPA 560/5-85-024, 1985). Individual reports were completed for each separate project which included a sample location plan, a description of our sampling methodology, laboratory results and our evaluation.

Sincerely,

Nicolas Palfrey, NCARB PMP LEED AP BD+C  
Construction Project Manager  
Facilities Design and Construction  
Georgia Institute of Technology

September 15, 2023

Mr. Russell Griebel  
Executive Vice President/Chief Consultant  
United Consulting  
625 Holcomb Bridge Road  
Norcross, Georgia 30071

RE: United Consulting Letter of Commendation  
**Marchon**  
240 Grant Street, SE, Atlanta, Georgia



We don't just build structures.  
We build communities.  
[www.hjrussell.com](http://www.hjrussell.com)

Dear Mr. Griebel:

This letter is to thank the entire United Consulting family for your hard work and attention to detail on this project. This is a 305-unit, multifamily, transit-oriented development including 6,000 square feet of retail space as well as co-working space, rooftop deck, a fitness facility, clubroom with game area, pool, bike storage, and café area with coffee, wine, and beer taps, where 33 percent of units are available for residents earning 80% or less of area median income.

This was a challenging project from the start, back in 2018 when our acquisition due diligence started. United Consulting was a tremendous help, assisting us with our environmental, geotechnical, and construction materials testing service needs. The site had a unique history, and unfortunately was challenged with subsurface soil and groundwater contamination, and geotechnically unsuitable materials. Due to the conditions, the site was enrolled into the Georgia Brownfield Program. United Consulting's expertise was critical to the success of the overall project design and construction planning process, particularly combining the geotechnical and environmental solutions along with negotiations with the transit authority (ground lease holder).

Environmental and construction got started in February 2020 during a period of intense rainfall (wettest 4 months in decades), and was further challenged by the COVID pandemic shutdown in March 2020. United Consulting was always quick to respond to our needs, and at offering alternative ideas to help safely address remediation and soil and water management needs while save time and money.

Upon completion of the technical geotechnical and Brownfield process and construction testing, United Consulting assisted us with obtaining approximately \$2.2M in Brownfield tax incentives. Without this, and other tax incentives including a \$6M Tax Allocation District Grant, this project would not have been possible.

This project received The Urban Land Institute's Development of Excellence Award for Multifamily Residential Development in September 2023. This would not have been possible without United Consulting, and our other project team members.

United Consulting has proven itself as a leader within its service areas. Russell has viewed United as a trusted advisor and team member for many years and will continue to do so into the future. Please know we are happy to recommend your team to other Owners. Thank you for being a great business partner!

Sincerely,  
HJ RUSSELL & COMPANY/RUSSELL NEW URBAN DEVELOPMENT

A handwritten signature in black ink, appearing to read "Delilah Wynn-Brown".

Delilah Wynn-Brown  
Vice President for Real Estate Development

171 17th Street, NW | Suite 1600 - 1625 | Atlanta, GA 30363



March 10, 2022

Letter of Recommendation – United Consulting

Russell Griebel / Chris Roberds:

Let this letter serve as a summary of and recommendation for your teams outstanding work with myself and the Worthing over the past 35 years.

We have worked with the United Consulting and its predecessor, Hill-Fister, since 1987.

United Consulting, like ourselves, is what I call a “large” small company. Both teams are Principal driven and directed by partners who are engaged in the day to day operations. This especially holds true for Chris Roberds, Russ Griebel and their team.

United provides Geotechnical Investigations, Consulting, Material testing, and Environmental Services to the Worthing companies. We are Developers of institutional grade Multi-family housing throughout the Southeast, Southwest, Carolinas and Midwest. Our primary markets are Atlanta, Raleigh/ Durham, Nashville, Dallas, Houston, and Austin.

Obviously these different regions present a variety of conditions. We have relied on United to provide solutions for, both typical and non-typical soil and environmental conditions for our sites. United has worked with us to entitle and remediate Brownfield sites for many sites throughout the Southeast and Tennessee. Their experience in these programs is second to none.

We view our consultants as partners. United has always provided the highest level of professionalism and technical expertise. They have earned our trust over many years. They, like ourselves, take their work and the clients interest personally. They are always available to help with a solution or just become a “sounding board” when needed. I personally call both Chris and Russ nights, weekends, and early mornings to discuss and establish remedies, protocols and solutions. Their team is equally adept at dealing with Jurisdictions, Owners, GC’s, Site contractors, and Legal teams when needed.

United is first and foremost a partner. They provide common sense solutions using practical methods and approach. Their professional guidance has kept us out of trouble and provided proactive solutions for over 35 years. It is extremely rare to have teams that work together, uninterrupted, over that period of time, United has earned this standing.

For Developers and GC’s who need top shelf Geotechnical, Environmental and Testing solutions, I could not recommend any company more highly than United Consulting.

We look forward to many more years of our successful working relationship with United.

Sincerely,

Steve Ingram  
Partner

WORTHING SOUTHEAST BUILDERS  
A WORTHING COMPANY  
[www.worthingsebuilders.com](http://www.worthingsebuilders.com)

10 GLENLAKE PKWY, SOUTH TOWER. SUITE 300  
SANDY SPRINGS, GA 30328-3459  
(o) 770.522.5781



March 20, 2023

Re: United Consulting Recommendation

To Whom It May Concern:

It is my pleasure to recommend United Consulting to provide environmental reports for Georgia Department of Community Affairs funded projects.

Throughout my time at Mercy Housing Southeast, I have used United Consulting on numerous projects. I can honestly say that they are thorough, knowledgeable, and responsive—they stand out from other environmental consultants I have used in the past. Currently, they are the only environmental consultant our team will use because of the reasons I listed above. David Huetter and team make time to thoroughly explain any findings in the environmental reports which, as an owner, is extremely valuable to have an in depth understanding of any potential issues.

In 2020, we had to perform environmental testing at an occupied property right in the middle of COVID. David and his team were willing to work with the stringent Mercy standards during testing to ensure that our residents felt safe. During this process they worked well with the development team, property management and residents to make all parties involved feel at ease knowing they were following our protocol.

Please feel free to reach out to me with any questions, but I confidently recommend United Consulting to perform any environmental testing and reports for DCA funded properties.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Crippen".

Katie Crippen  
Senior Loan Officer, Mercy Community Capital  
[kcrippen@mercyhousing.org](mailto:kcrippen@mercyhousing.org)  
cell: 404.992.6141

**Mercy Housing Southeast**  
260 Peachtree Street, Suite 1800, Atlanta, Georgia 30303 o | 404-873-3887 f | 404-881-1191  
[mercyhousing.org](http://mercyhousing.org)  
Mercy Housing is sponsored by communities of Catholic Sisters

A vertical light blue bar on the right side of the page, with a stylized house icon at the bottom right corner, similar to the Mercy Housing logo.

LIVE IN HOPE



1544 S. Main Street | PO Box 166 | Fyffe, Alabama 35971 | 256-417-4920 | 256-623-3944 FAX |  
www.TheVantageGroup.biz

April 24, 2024

Letter of Recommendation – David Huetter & United Consulting Ltd.

I am delighted to write this letter of recommendation for United Consulting Ltd. (United), who has been an exceptional consultant for our organization for over 10 years. David Huetter and the entire United team have consistently displayed outstanding professionalism, expertise, and dedication in their role, making significant contributions to our projects and our overall success.

United has proven to be a valuable asset to our development team. David and the United organization have a wealth of knowledge and experience in environmental reviews and problem-solving skills.

United's ability to communicate effectively, build rapport with clients and provide timely feedback is necessary to Vantage's success. United excels at listening attentively to our needs, understanding our objectives, and delivering solutions that exceed expectations. Their professionalism, integrity, and reliability have earned them the trust and respect of the entire Vantage team.

Furthermore, United has demonstrated exceptional project management skills, consistently delivering high-quality work within tight deadlines and budget constraints. They are proactive in identifying potential risks and challenges, and they take the initiative to address them promptly and effectively. Their attention to detail and commitment to excellence have been instrumental in ensuring the successful execution of our projects.

In conclusion, I have the utmost confidence in highly recommending United Consulting Ltd. for all environmental consulting, inspection, testing and earth monitoring services.

Please feel free to contact me if you require any further information.

Sincerely,

Jordan Wilson  
Development Director  
Vantage Development, LLC

## REQUIRED DOCUMENTS

**ATTACHMENT A: GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION  
MATERIAL TESTING SERVICES CHECKLIST AND CERTIFICATION**

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

**Owner's Project Specific Information**

- Appendix B: Geotechnical, Environmental and Construction Material Testing Services Review-Minimum Submittal Requirements (11 pages)
- Appendix C1: DCSD Elementary School Educational Specifications (9 pages)
- Appendix C2: DCSD Middle School Educational Specifications (9 pages)
- Appendix C3: DCSD High School Educational Specifications (8 pages)
- Appendix D: DCSD Design Guidelines for Facility Construction (51 pages)
- Appendix E: DCSD 2023-2024 and 2024-2025 School Calendar (2 pages)
- Appendix F: Continuing Contract for Professional Services (38 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.**


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

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Geotechnical, Environmental and Construction Material Testing/Engineer and its officers and employees have not entered into any agreement with any other Geotechnical, Environmental and Construction Material Testing/Engineer or prospective Geotechnical, Environmental and Construction Material Testing/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 Geotechnical, Environmental and Construction Material Testing/Engineer:

United Consulting Group, Ltd. (dba United Consulting)

Signature:  Printed Name: Scott D. Smelter - Point of Contact

Title: Principal Date: 05/30/2024

Sworn to and subscribed before me this 30th day of May, 2024.

Notary Public:  My commission expires: 04/27/2027



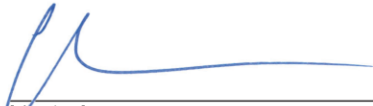
THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES.

**ATTACHMENT B1: CORPORATE CERTIFICATE**

---

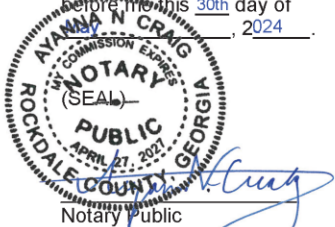
STATE OF Georgia  
COUNTY OF Gwinnett

I, Christopher L. Roberds, P.G., certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Reza Abree, P.E. who signed said proposal on behalf of the offeror was then CEO/President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of Georgia.

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

Christopher L. Roberds, P.G. - Senior Executive Vice President  
[typed name]

Subscribed and sworn to before me this 30th day of April, 2024.



My Commission Expires:  
04 / 27 / 2027

N/A

**ATTACHMENT B2: PARTNERSHIP CERTIFICATE**

---

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

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**

---

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 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 Gwinnett

COMES NOW, United Consulting Group, Ltd. (dba United Consulting) ("Offeror"),  
*[Name of Offeror]*

appearing by and through Reza Abree, P.E., its CEO/President  
*[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)]*

Christopher L. Roberds, P.G. - Senior Executive Vice President

Scott D. Smelter - Principal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 Geotechnical, Environmental and Construction Material Testing Services** (the "Project").

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

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

This 28th day of May, 2024

United Consulting Group, Ltd. (dba United Consulting)  
[insert name of Offeror]

and

Reza Abree, P.E.  
[insert name of Individual And Representative Affiant]

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

CEO/President  
[insert title]

Individual Affiants' signatures and names:

X [signature]  
Name: Reza Abree, P.E. - CEO/President

X \_\_\_\_\_  
Name:

X [signature]  
Name: Christopher L. Roberds, P.G. - Principal

X \_\_\_\_\_  
Name:

X [signature]  
Name: Scott D. Smelter - Principal

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

X \_\_\_\_\_  
Name:

Sworn to and subscribed before me this 28th day of May, 2024.

Notary Public [signature] My commission expires: 04/27/2027



**ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Reza Abree, P.E. am the (*Title*)  
CEO/President and I am the duly authorized  
representative of the firm of (*Firm Name*) United Consulting Group, Ltd. (dba United Consulting)  
(the "Firm") for purposes of this  
Affidavit, whose address is (*Firm Address*) 625 Holcomb Bridge Rd.  
Norcross, GA 30071, 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>
<u>None</u>	<u>N/A</u>	<u>N/A</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature: 

Printed Name: Reza Abree, P.E. - CEO/President

Firm Name: United Consulting Group, Ltd. (dba United Consulting)

Date: 05/28/2024

Sworn to and described before me this 28th day of May, 2024

Personally known: Personally known

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

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

Notary Public – State of Georgia

My Commission Expires 04/27/2027

Affix Notary Seal Here:



**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

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

This 30th day of May, 2024.

Reza Abree, P.E. - CEO/President

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

By:  \_\_\_\_\_

Printed name: Reza Abree, P.E.

Printed Title: CEO/President

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) UC (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

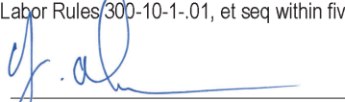
(c) \_\_\_\_\_ (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) UC (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) UC (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01,

et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

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

  
\_\_\_\_\_  
Signature

05/28/2024  
\_\_\_\_\_  
Date

1591226  
\_\_\_\_\_  
EEV/Basic Pilot Program  
User Identification Number

09/29/2020  
\_\_\_\_\_  
Date of Authorization

Firm Name: United Consulting Group, Ltd. (dba United Consulting)

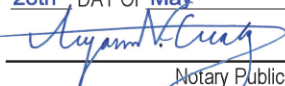
Street/Mailing Address: 625 Holcomb Bridge Rd.

City, State, Zip Code: Norcross, GA 30071

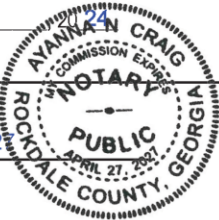
Telephone Number: 770.209.0029

Email Address: information@unitedconsulting.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

28th DAY OF May  
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 04/27/2024



**N/A ATTACHMENT H: NO SUBMITTAL RESPONSE FORM**

---

RFQu Number: **24-752-023**  
Title: **Professional Geotechnical, Environmental and Construction Material Testing 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](mailto:belinda_quillet@dekalbschoolsga.org)**

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.

**N/A ATTACHMENT H: NO SUBMITTAL RESPONSE FORM**

---

RFQu Number: **24-752-023**

Title: **Professional Geotechnical, Environmental and Construction Material Testing 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](mailto:belinda_quillet@dekalbschoolsga.org)**

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: \_\_\_\_\_

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

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

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

#### UNITED CONSULTING GROUP, LTD.

a Domestic Profit Corporation

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

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

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

Docket Number : 27217469  
Date Inc/Auth/Filed: 01/18/1990  
Jurisdiction : Georgia  
Print Date : 04/08/2024  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



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

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

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

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

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

United Consulting Group, Ltd.  
625 Holcomb Bridge Road  
Norcross GA 30071





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2024

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

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

<b>PRODUCER</b> Partners Risk Services, LLC 10692 Medlock Bridge Road Suite 200 Johns Creek GA 30097		<b>CONTACT NAME:</b> Christine Massey <b>PHONE (A/C, No, Ext):</b> (770) 609-2700 <b>FAX (A/C, No):</b> (770) 609-2749 <b>E-MAIL ADDRESS:</b> cmassey@partnersrs.com																						
<b>INSURED</b> United Consulting Group, LTD 625 Holcomb Bridge Road Norcross GA 30071		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Utica Mutual Insurance Company</td> <td>25976</td> </tr> <tr> <td>INSURER B:</td> <td>Graphic Arts Mutual Insurance Co</td> <td>25984</td> </tr> <tr> <td>INSURER C:</td> <td>Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D:</td> <td>Westchester Surplus Lines Insurance Company.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Utica Mutual Insurance Company	25976	INSURER B:	Graphic Arts Mutual Insurance Co	25984	INSURER C:	Insurance Company of the West	27847	INSURER D:	Westchester Surplus Lines Insurance Company.		INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** 23/24 MASTER      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP5489672	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Employment Related \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> 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			5482468	11/01/2023	11/01/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CULP5489674	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WGA506168002	08/01/2023	08/01/2024	<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
D	Cyber Liability			F17196492 001	09/11/2023	09/11/2024	Aggregate \$3,000,000 Deductible \$10,000

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

Proof of insurance

**CERTIFICATE HOLDER**      **CANCELLATION**

DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2024

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

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

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 1745 N. Brown Road Suite 250 Lawrenceville GA 30043		<b>CONTACT NAME:</b> Ambrosia Patton <b>PHONE (A/C, No, Ext):</b> (678) 690-5995 <b>E-MAIL ADDRESS:</b> apatton@risk-strategies.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> United Consulting Group, Ltd 625 Holcomb Bridge Road Norcross GA 30071-2045		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Berkley Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 32603	

**COVERAGES**      **CERTIFICATE NUMBER:** CL23102591549      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> 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 <input type="checkbox"/> OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Incl. Pollution Liability			AEC-9071689-08	11/01/2023	11/01/2024	Ea Claim \$5,000,000 Aggregate \$10,000,000 Poll: \$5,000,000 Each \$10,000,000 Agg

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

Evidence of insurance

<b>CERTIFICATE HOLDER</b> DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Mont Tucker, GA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

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**EXHIBIT “H”**

**MANDATORY ADDENDUM TO THE  
OWNER/GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING  
SERVICES 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 Geotechnical, Environmental and Construction Material Testing Services to contract for the Geotechnical, Environmental and Construction Material Testing 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 Geotechnical, Environmental and Construction Material Testing Services 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/ Geotechnical, Environmental and Construction Material Testing Services CONTRACT.

1. For purposes of this Mandatory Addendum, notwithstanding terminology used in the Owner/ Geotechnical, Environmental and Construction Material Testing Services Contract, the following terms are defined to mean:
  - a. “Geotechnical, Environmental and Construction Material Testing Services” shall be the Geotechnical, Environmental and Construction Material Testing Services, whether individually or as a firm or other legal entity, engaged to perform the Geotechnical, Environmental and Construction Material Testing Services.
  - b. “Geotechnical, Environmental and Construction Material Testing Services” shall be the scope of the Geotechnical, Environmental and Construction Material Testing 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 Geotechnical, Environmental and Construction Material Testing Services to perform the Geotechnical, Environmental and Construction Material Testing Services for the Project.
  - d. “Contract” shall be the form of agreement between the Owner and the Geotechnical, Environmental and Construction Material Testing Services, to which this Mandatory Addendum is attached and is a part, and shall set forth the Geotechnical, Environmental and Construction Material Testing Services for the Project.
  - e. “Project” shall be the Project for which the Geotechnical, Environmental and Construction Material Testing 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.



that the review process may proceed orderly, efficiently and does not impede the Project or the Program.

6. The Geotechnical, Environmental and Construction Material Testing Services assumes full responsibility to the Owner for the acts and omissions of the Geotechnical, Environmental and Construction Material Testing Services and the Geotechnical, Environmental and Construction Material Testing Services' consultants, subconsultants and employees in connection with the Contract, the Project and the Program.
7. The Geotechnical, Environmental and Construction Material Testing Services 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 \$ \_\_\_\_\_ TBD \_\_\_\_\_, and

**Required Local Funds** in the amount of \$ \_\_\_\_\_ TBD \_\_\_\_\_, and

**Additional Required Local Funds** in the amount of \$ \_\_\_\_\_ TBD \_\_\_\_\_.

8. The Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services' final project cost estimate (at Check Set Plans and Specifications stage) exceeds the **Stated Cost Limitation** for the Project, the Owner may require the Geotechnical, Environmental and Construction Material Testing Services, 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 Geotechnical, Environmental and Construction Material Testing Services acknowledges and agrees that the **Stated Cost Limitation** shall not be exceeded except as provided herein; provided, however, the Geotechnical, Environmental and Construction Material Testing Services further acknowledges and agrees that budgetary limitations are never a justification for breach, disregard or circumvention of sound principles of Geotechnical, Environmental and Construction Material Testing Services. Therefore, the Geotechnical, Environmental and Construction Material Testing Services shall take no calculated risks in the design of the Project. The Geotechnical, Environmental and Construction Material Testing Services agrees that, in the event that the Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services will give written notice of such determination immediately, and in no event more than seven (7) days after the Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services at any time after the Contract between the Geotechnical, Environmental and Construction Material Testing Services and Owner is executed. Prior to such amendment, the Geotechnical, Environmental and Construction Material Testing Services shall provide the Owner with reliable and verifiable evidence through either internal-Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services, or the Geotechnical, Environmental and Construction Material Testing Services' 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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services shall provide the Owner and the GaDOE Facility Services Unit with a valid Certificate of Insurance showing that the Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services shall provide Owner a set of “Record Plans and Specifications” within thirty (30) days after execution by the Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services, to which this Mandatory Addendum is a part, shall include a provision for the termination of the Geotechnical, Environmental and Construction Material Testing Services (or be deemed to include this Paragraph 15) giving

the Owner the rights of (1) termination of the Geotechnical, Environmental and Construction Material Testing Services with cause and (2) termination of the Geotechnical, Environmental and Construction Material Testing Services without cause. In the event of termination, the Owner shall pay the Geotechnical, Environmental and Construction Material Testing Services for the reasonable value of the Geotechnical, Environmental and Construction Material Testing Services performed by the Geotechnical, Environmental and Construction Material Testing Services prior to the termination. Payment for the Geotechnical, Environmental and Construction Material Testing Services rendered prior to termination shall be based on statements properly submitted by the Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services exceed an amount equal to the percentage of completion of the Geotechnical, Environmental and Construction Material Testing Services for the Project at the time of termination.

16. The Geotechnical, Environmental and Construction Material Testing Services 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 Geotechnical, Environmental and Construction Material Testing Services shall submit an **“Geotechnical, Environmental and Construction Material Testing Services Certification”** form, as provided by the GaDOE, to the Owner. Unless the Geotechnical, Environmental and Construction Material Testing 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 Geotechnical, Environmental and Construction Material Testing Services.
17. All Geotechnical, Environmental and Construction Material Testing Services plans and specifications shall bear the signature and seal of the Geotechnical, Environmental and Construction Material Testing Services, 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 Geotechnical, Environmental and Construction Material Testing Services, including a completed copy of this Mandatory Addendum, must be filed with the GaDOE Facilities Services Unit.

(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.

1591226  
EEV/Basic Pilot Program User Identification Number

09/29/2020  
Date of Authorization

N/A

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

UNITED CONSULTING GROUP, Ltd.  
Company Name / Contractor Name

09/04/2024  
Date

BY: [Signature]  
Signature of Authorized Officer or Agent

09/04/2024  
Date

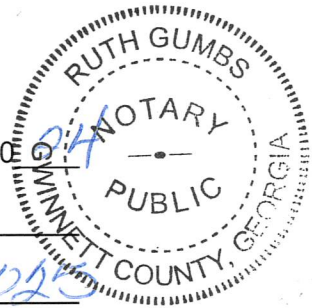
SENIOR EXECUTIVE VPI PRINCIPAL  
Title of Authorized Officer or Agent of Contractor

CHRISTOPHER L ROBERDS, PG  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
4 DAY OF September, 2024

[Signature]  
Notary Public

My Commission Expires: 11/14/2025



## 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.

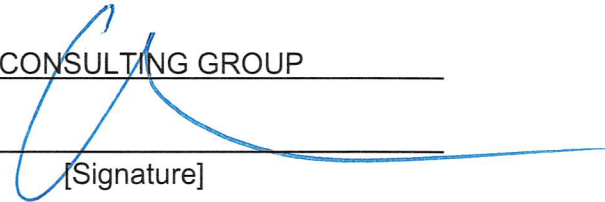
OWNER:

GEOTECHNICAL, ENVIRONMENTAL  
AND CONSTRUCTION MATERIAL  
TESTING SERVICES:

DEKALB COUNTY BOARD OF EDUCATION

UNITED CONSULTING GROUP

By:   
[Signature]

By:   
[Signature]

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

CHRISTOPHER L. ROBERDS, PG  
[Printed Name]

By:   
[Signature]

SENIOR EXECUTIVE VP  
[Title]

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

1701 Mountain Industrial Blvd.

625 Holcomb Bridge Road

Stone Mountain, Georgia 30083  
[Printed Address]

Norcross, Georgia 30071  
[Printed Address]

10/8/2024  
[Date of Execution]

09/04/2024  
[Date of Execution]

## 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 **United Consulting Group, Ltd.** (*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.

1785025  
EEV/Basic Pilot Program User Identification Number

01/28/2022  
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.

Rebecca K. Reeves  
BY: Authorized Officer or Agent

9/15/2024  
Date

RK Reeves & Associates, Inc.  
(Subcontractor Name)

President  
Title of Authorized Officer or Agent of Subcontractor

Rebecca K. Reeves  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
5<sup>TH</sup> DAY OF September, 2024

Gayla D Ross  
Notary Public  
My Commission Expires: 12/26/2026

