

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

Design

Professional: NOVA ENGINEERING AND ENVIRONMENTAL

Design

Professional Address: 1859 Beaver Ridge Circle, Suite B

Norcross, Georgia 30071

Solicitation No.:

RFQu No. 24-752-023

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **Nova Engineering and Environmental, LLC**, authorized to do business in the State of Georgia, whose business address is **1859 Beaver Ridge Circle, Suite B, 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 **Marc D. Johnston** 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 5% 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:

1859 Beaver Ridge Circle, Suite B
Norcross, Georgia 30071

Email: mjohnston@usanova.com

ATTENTION: Marc D. Johnston

- 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:

GEOTECHNICAL, ENVIRONMENTAL AND
CONSTRUCTION MATERIAL TESTING
SERVICES:

DEKALB COUNTY BOARD OF EDUCATION

NOVA ENGINEERING AND
ENVIRONMENTAL, LLC


[Typed Name]

By: 
[Signature]

By: 
[Signature]

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

DENNIS SOUTHARD
[Printed Name, Title]

By: 
[Signature]

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

1701 Mountain Industrial Blvd.

1859 Beaver Ridge Circle, Suite B

Stone Mountain, Georgia 30083
[Printed Address]

Norcross, Georgia 30071
[Printed Address]

8.30.24
[Date of Execution]

8/28/2024
[Date of Execution]


Erick Hofstetter, Chief Operating Officer

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

| <u>Name</u> | <u>Function</u> |
|--------------------------------|--|
| Marc D. Johnston, PE | Primary Contact |
| Ken Houseman, PE | QA/QC |
| Danny Brahana, PE | Principal Engineer |
| Dennis Southern | Construction Service Manager |
| Brian Smith | Construction Service Manager |
| Michael McKenzie, PE | Geotechnical/Environmental Service Manager |
| Nickolaus DeSantos | Geotechnical/Environmental Service Manager |
| Manuel Tovar, BEC-2 | Building Envelope Consultant (Roofing/Waterproofing) |
| Michael Wright | Building Envelope Consultant (Roofing/Waterproofing) |
| Tom Carter | Structural Steel and Fireproofing |
| Jay Kight, CWI, ASNT II-UT-MT | Structural Steel and Fireproofing |
| Matt Mathis, CWI ASNT II-UT-MT | Structural Steel and Fireproofing |
| Christian Filip | Project Field Engineer |
| Greg Murphy | Project Field Engineer |
| Paul McCarthy | Project Field Engineer |
| Matthew Lynch | Project Field Engineer |
| Jaquan Buckner, EIT | Project Field Engineer |
| Ali Almushahi, ACI, ICC | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| David Raisner, MSI, ACI, ICC | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| Duane Hammonds, MSI, ACI | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| James Tait, ACC, ICC | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| Lloyd Williams, ACC, ICC | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |

| | |
|------------------------------------|--|
| Martin Mahnken, ACI, ICC | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| Thomas Foust-ACI, ICC | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| Tom Jenkins | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| Evan Walker, ACI, ICC | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| Brian Ford FCON, GDOT, QCT, RTT | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |
| Ray Walcott, ACI, GDOT, RTT- | Certified Special Inspectors Soils, Concrete, Masonry, Asphalt |

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,

NOVA Engineering and Environmental, LLC

[legal name of Engineer]

1859 Beaver Ridge Circle, Suite B

Norcross, GA 30071

[address of Engineer]

770.696.1414

[telephone number of Engineer]

mjohnston@usanova.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 are indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

| Title/Position | Hourly Rate |
|---------------------------|---------------------------|
| Principal: | \$ <u>150.00</u> per hour |
| Sr. Engineer: | \$ <u>125.00</u> per hour |
| Project Engineer: | \$ <u>95.00</u> per hour |
| Sr. Environmental Lead: | \$ <u>125.00</u> per hour |
| Environmental Specialist: | \$ <u>95.00</u> per hour |
| Technical/CADD Tech: | \$ <u>65.00</u> per hour |
| Clerical/Admin: | \$ <u>50.00</u> per hour |

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

| Geotechnical Surveying Services | | Unit Price | |
|---|--|-------------------|--------------------|
| Standard Boring – Until Refusal | | \$ | 1,500.00 |
| Deep Boring – At least 15 Ft. | | \$ | 1,500.00 |
| Manual Hand-Auger Borings | | \$ | 400.00 |
| Seismic Site Class in Accordance with ASCE 7-10 based on shear wave velocity method. | | \$ | 3,000.00 |
| Seismic Risk-based hazard analysis in accordance with ASCE 7-10 | | \$ | 5,000.00 |
| Mobilization of Drill Rig | | \$ | 900.00 |
| Consolidation Test | | \$ | 750.00 |
| Undisturbed (Shelby Tube) Sample | | \$ | 95.00 |
| Natural Moisture Content Test | | \$ | 15.00 |
| Atterberg Limits Test | | \$ | 80.00 |
| Environmental Services | | Unit Price | |
| Conduct Phase I – Environmental Site Assessment in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and current ASTM Practice E. | | \$ | 2,500.00 |
| Phase I - Environmental Disclosure (Executive Summary) in accordance with current ASTM protocol. | | \$ | 1,000.00 |
| 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. | | \$ | 2,200.00 |
| 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. | | \$ | 2,200.00 |
| ARCHIE Study | | \$ | N/A |
| ALOHA Study | | \$ | 1,500.00 |
| Conduct Phase II – Environmental Study (and Report) | | \$ | QUOTE UPON REQUEST |
| Laboratory Testing | | \$ | QUOTE UPON REQUEST |
| Materials Testing and Special Inspection Services | | Unit Price | Hourly Rate |
| ITEM 1: NPDES INSPECTIONS: Perform weekly erosion inspections of installed erosion control measures and obtaining runoff samples for turbidity analysis. | | \$ 150.00 | \$ N/A |
| ITEM 2: Earthwork – ICC Certified Engineering Technician: Inspection of soil fill placement and in-place density testing in accordance with ASTM D2937 or D2922. | | \$ N/A | \$ 75.00 |
| ITEM 3: IBC Special Inspector for Building, Slab, Foundations & Walls: | | | |
| 3.1 Foundation inspections and bearing capacity verifications. | | \$ N/A | \$ 95.00 |
| 3.2 Sub-grade evaluation. | | \$ N/A | \$ 75.00 |
| 3.3 Steel reinforcing inspections. | | \$ N/A | \$ 75.00 |
| ITEM 4: Concrete – ACI Certified Engineering Technician for Building & Concrete Retaining Walls: Sampling and testing of concrete & grout. | | \$ N/A | \$ 60.00 |
| ITEM 5: Concrete Masonry Testing: Certified Concrete Masonry Inspector | | \$ N/A | \$ 75.00 |
| ITEM 6: Sprayed Fire-Resistant Materials Inspector: Certified SFRM Inspector | | \$ N/A | \$ 75.00 |
| ITEM 7 - Structural Steel Inspector: | | \$ N/A | \$125.00 |

- (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,

NOVA Engineering and Environmental, LLC

[typed name of Engineer]

By: Marc D. Johnston [seal]
[signature]

Marc D. Johnston, PE, Principal Engineer/
Service Line Leader-CMT

[typed name and title]

1859 Beaver Ridge Circle, Suite B
Norcross, GA 30071

[address of Engineer]

(770) 696.1414

[business telephone number]

May 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)

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 N/A _____,
[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**



Request for Qualifications - DeKalb County School District
Professional Geotechnical, Environmental and Construction
Material Testing Services
RFQu No. 24-752-023

Due Date: May 30, 2024



1



Seamless
Communication

Prompt Response

Meet or Exceed
Scheduled
Timeline

Meet Budget

Mitigate Risks

Successful Project
Delivery

Build Strong
Relationships

May 30, 2024

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

Re: Request for Qualifications Professional Geotechnical, Environmental, and Construction Material Testing Services
RFQu No. 24-752-023
DeKalb County, Georgia
NOVA Proposal Number: 10103-1024078

Dear Ms. Quillet:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit our Qualifications to Provide Professional Services for Geotechnical, Environmental and Construction Material Testing Services for the DeKalb County School District (DCSD). We are confident that NOVA is the best choice to provide the services required for this contract because:

- **Experience with DeKalb County Schools.** NOVA has provided these professional services on behalf of DeKalb County School District on numerous projects over the past 10 years. We understand the expectations and level of service required by DCSD to make each project we undertake a success.
- **Experience on K-12 Education Projects.** NOVA's proposed Project Manager, Mr. Marc Johnston, PE, and our proposed team members have unmatched experience providing professional services on countless K-12 Education Projects across Georgia. Examples of local clients we have provided services for include DeKalb County Schools, Atlanta Public Schools, City Schools of Decatur, Clarke County Schools, Fulton County Schools, Forsyth County Schools, Gwinnett County Schools, Cobb County Schools, and Cherokee County Schools to name a few.
- **Qualifications of Our Professional Staff.** NOVA offers one of the most qualified and experienced Staff in Georgia. Our engineers are trained and experienced at providing cost-effective recommendations and solutions and our Inspectors hold multiple certifications which will not only result in cost savings but will improve the quality and consistency of inspections, reporting, and communications during construction.
- **Quality of our Work.** NOVA's Georgia offices, Principal Engineers and Project Manager have never been involved in professional errors litigation.

At NOVA, we pride ourselves in the ability to use our significant past experience to develop an innovative approach to all projects which ultimately saves considerable project dollars and valuable time on your construction schedule. We look forward to working with your team on this contract.

Sincerely,

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Marc D. Johnston, PE
Principal Engineer/Service Line Leader

Dennis Southern
Norcross Branch Manager

PROFESSIONAL | PRACTICAL | PROVEN
1859 Beaver Ridge Circle, Suite B, Norcross, Georgia 30071
t. 770.696.1414 f. 770.864.9963 / usanova.com



2

Request for Qualifications Professional Geotechnical, Environmental,
and Construction Material Testing Services
RFQu No. 24-752-023

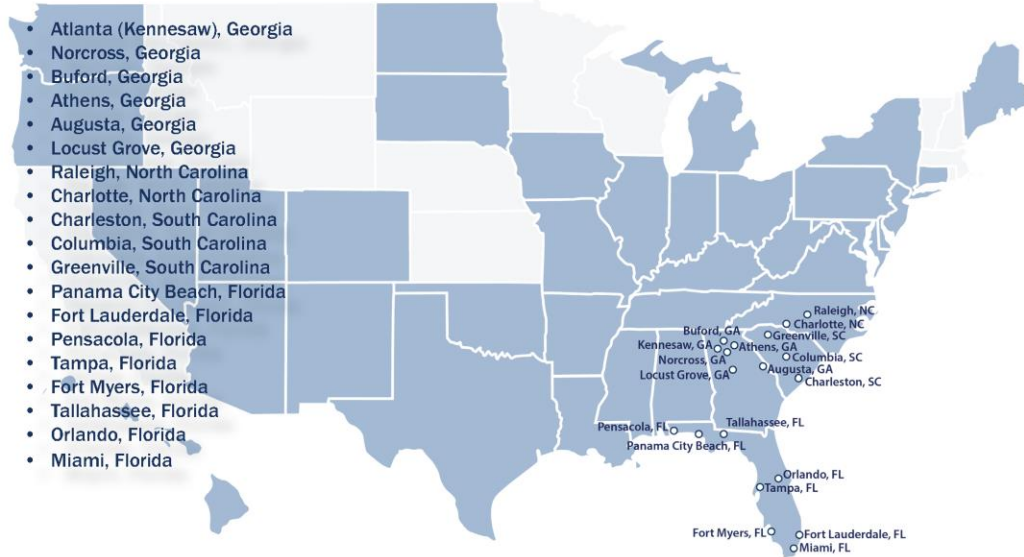
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3

TAB 3 – COMPLIANCE INFORMATION



Established in 1996, NOVA Engineering and Environmental, LLC was originally founded to provide Environmental Consulting, Geotechnical Engineering, and Construction Materials Testing and Inspection services to the design and construction community. Currently, NOVA employs 650+ personnel in 19 offices serving clients throughout the southeastern United States and beyond. Our firm has professional and administrative support staff that includes registered professional engineers, registered professional geologists, environmental scientists, registered roof observers, LEED accredited professionals, soil/foundation engineers, laboratory specialists, materials technicians, ICC-certified inspectors, NICET-certified technicians, and AWS-certified welding inspectors. NOVA's facilities include AASHTO-accredited laboratories in soils, concrete, aggregate and hot-mix asphalt testing/inspection. We also have CCRL-inspected laboratories for concrete sampling, curing, and testing.

NOVA is a Delaware Limited Liability Company which is owned by Watkins Associated Holdings, LLC, a Georgia Limited Liability Company. NOVA was acquired by Watkins in the Fall of 2019. Our company was recently named one of the Top 500 Design Firms in the Southeast by Engineering News Record

NOVA Engineering and Environmental, LLC
 (Branch Office Established in 2006)
 1859 Beaver Ridge Circle
 Suite B
 Norcross, Georgia 30071
 www.usanova.com

Contact:
 Marc D. Johnston
 Email: mjohnston@usanova.com
 770.696.1414 (Phone)
 770.864.9963 (Fax)
 678.471.0722 (Cell)



Corporate Office
 3900 Kennesaw 75 Parkway
 Suite 100

770.425.0777 (Phone)
 770.425.1113 (Fax)

NOVA's Norcross office will manage and execute all services associated with this contract.



4.3.1.1 NOVA Engineering and Environmental, LLC is the legal entity name and we are submitting as a corporation.

4.3.1.2 NOVA is properly certified by the Georgia Secretary of State. Copies of our documentation have been uploaded via the lonwave portal.

4.3.2.1 NOVA is properly registered, licensed and certified to perform services under this contract. Copies of our certifications have been uploaded in the lonwave portal.

4.3.3 NOVA has been in business since July, 1996 (27 Years).

4.3.3.2 Location, address, and telephone number of NOVA's offices:

FLORIDA

Fort Lauderdale

4081 SW 47th Ave, Suite 2
Ft. Lauderdale, FL 33314
O: 954.424.2520
F: 954.424.2580

Fort Myers

5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971
O: 239.599.5450
F: 239.491.6281

Miami

201 South Biscayne Boulevard
28th Floor
Miami, Florida 33131
O: 954.424.2520
F: 954.424.2580

Orlando

650 Northlake Boulevard
Suite 430
Altamonte Springs, Florida 32701
O: 407.902.2660

Panama City Beach

17612 Ashley Drive
Panama City Beach, Florida 32413
O: 850.249.6682
F: 850.249.6683

Pensacola

5001 Commerce Park Circle
Pensacola, Florida 32505
P: 850.607.7782
F: 850.249.6683

Tampa

4524 Oak Fair Boulevard
Suite 200, Tampa, Florida 33610
O: 813.623.3100
F: 813.623.3545

Tallahassee

1572 Capital Circle NW
Tallahassee, Florida 32303
O: 850.421.6682
F: 850.249.6683

GEORGIA

Athens

255 Commerce Drive, Suite 8
Bogart, Georgia 30622
O: 470.326.4245
F: 678.482.4485

Augusta

1601 Hartrich Road
Augusta, Georgia 30906
O: 706.842.3733

Buford

75 Maddox Road, Suite 102
Buford, Georgia 30518
O: 770.904.7190
F: 770.904.7190

Kennesaw (HQ)

75 Business Park
3900 Kennesaw 75 Pkwy
Suite 100
Kennesaw, Georgia 30144
O: 770.425.0777
F: 770.425.1113

Norcross

1859 Beaver Ridge Circle, Suite B
Norcross, Georgia 30071
O: 770.696.1414
F: 770.864.9963

Locust Grove

124-B Park 42 Drive
Locust Grove, Georgia 30248
O: 678.631.2929

NORTH CAROLINA

Charlotte

417 Minuet Lane, Suite D
Charlotte, North Carolina 28217
O: 980.321.4100
F: 980.321.4099

Raleigh

5504 Commercial Avenue
Suite 102
Raleigh, North Carolina 27612
O: 984.242.1950

SOUTH CAROLINA

Charleston

1941 Savage Road
Building 400-C
Charleston, SC 29407

Columbia

1240 1st Street South, Suite A
Columbia, South Carolina 29209
O: 803.753.7984

Greenville

1200 Woodruff Road, Suite F-8
Greenville, South Carolina 29607
O: 864.213.1146
F: 864.213.1148



4.3.3.3 Names of officers of the company.

| Officers | Title |
|--------------------------|--|
| Eric S. Wahlen | Chairman / CEO |
| Robert E. Hughes | President |
| J. Stephen Willenborg | Senior Vice President - Operations |
| Michele D. Brown-Rall | Vice President of Business Development |
| Marc D. Johnston | Vice President Construction Materials Testing |
| James W. Niehoff | Vice President, Geotechnical Engineering |
| Kenneth D. Houseman | Executive Vice President |
| William L. Lawrence, Jr. | Vice President, North Florida Region |
| Jason D. Hill | Executive Vice President, South Florida Region |
| Dany Romero | Vice President, Central Florida Region |
| Stephen R. Bryant | Vice President, Carolinas Region |
| Kelli Toth | Vice President of Finance/Assistant Secretary |
| John D. Maggard | Chief Financial Officer |
| Timothy L. Hall | Secretary / Treasurer |

4.3.4 NOVA does not have any existing or potential conflicts of interest or any representation of parties or other relationships that might be considered a conflict of interest with regard to this selection.

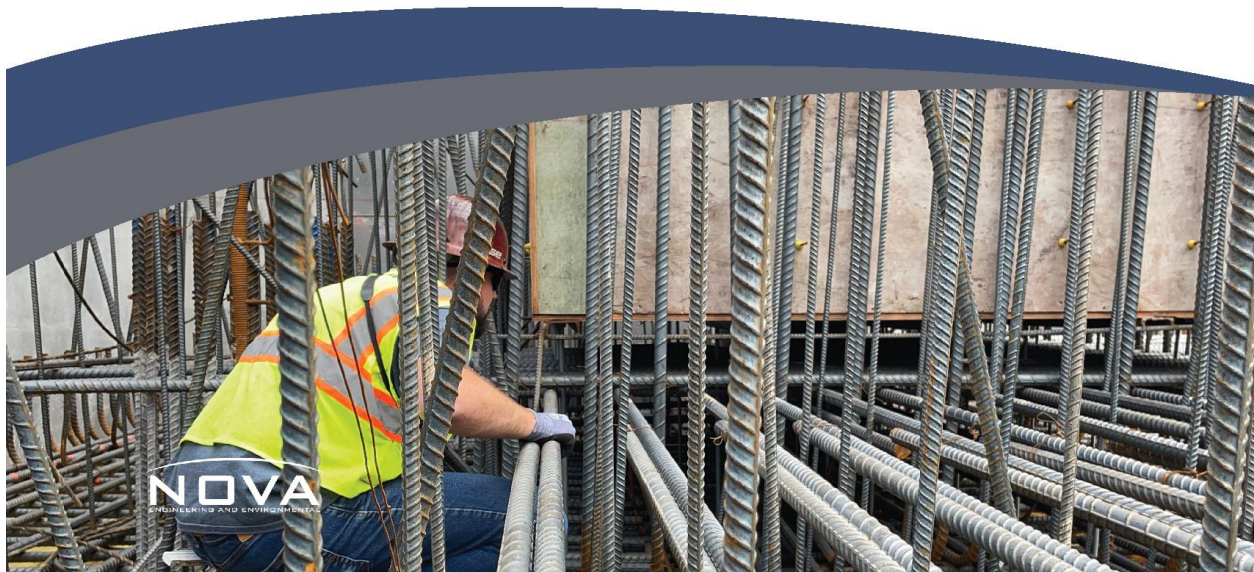
4.3.5 Firm must demonstrate necessary financial resources to complete the project and show their history of working proactively to avoid litigation with Owners.

4.3.5.1 Financial Statement - Statements have been uploaded via Ionwave Portal.

4.3.5.2 Insurance Capacity - NOVA's Certificate of Insurance has been uploaded via Ionwave Portal.

4.3.5.3 Litigation - Please see Appendix for litigation information in last five years.

4.3.5.4 Insurance Claims - NOVA does not have any errors or omissions to report.





4

TAB 4 – RELATED EXPERIENCE

NOVA has provided Geotechnical Engineering, Environmental Consulting, Construction Materials Testing and Special Inspections, Pavement Evaluations, EIFS/Roofing Observations and Roofing Design and Consulting Services for numerous Municipalities over the past 27 years. We understand the requirements and expectations for working on this type of contract. It is our endeavor to be an asset to the Design and Construction Team on every project we undertake. NOVA has provided, or is currently providing, On-Call, Indefinite Delivery Engineering and Materials Testing Services to numerous Public Sector Clients including:

- **DeKalb County School Systems** – Indefinite Delivery Contract for Geotechnical Engineering and Materials Testing Services for new school construction and expansion projects.
- **City Schools of Decatur** – Indefinite Delivery Contract for Geotechnical Engineering and Materials Testing Services for new school construction and expansion projects.
- **Gwinnett County Department of Purchasing** – Indefinite Delivery Contract for Geotechnical Engineering and Construction Materials Testing Services for a range of projects, including sewer and utility projects, public buildings, etc.
- **Athens-Clarke County Purchasing Department** – Indefinite Delivery Contract for Geotechnical Engineering and Construction Materials Testing Services for a range of projects, including sewer and utility projects, public buildings, etc.
- **Clarke County Board of Education** – Indefinite Delivery Contract for Geotechnical Engineering and Materials Testing Services associated with their SPLOST II program for new school construction and expansion.
- **Forsyth County Department of Purchasing** – Indefinite Delivery Contract for Geotechnical Engineering and Construction Materials Testing Services for a range of projects, including sewer and utility projects, public buildings, etc.
- **Cobb County Department of Transportation** – Indefinite Delivery Contract for Geotechnical Engineering and Construction Materials Testing Services for a range of projects, including sewer and utility projects, public buildings, etc.
- **Cherokee County Department of Transportation** – Indefinite Delivery Contract for Geotechnical Engineering and Materials Testing Services on projects such as road and bridge widening, judicial complex, VA cemetery, etc.
- **Cherokee County Board of Education** – Indefinite Delivery Contract for Geotechnical Engineering and Materials Testing Services associated with their program for new school construction and expansions.
- **Douglas County Purchasing Department** – Indefinite Delivery Contract for Geotechnical Engineering and Materials Testing Services associated with SPLOST program for Parks and Recreational Facilities.
- **Fulton County Board of Education** – Indefinite Delivery Contract for Geotechnical Engineering and Materials Testing Services for new school construction and expansion projects.



DEKALB COUNTY SCHOOLS

DeKalb County, Georgia

NOVA was selected to provide a variety of Environmental Consulting services for multiple schools within the DeKalb County School System. Services such as Phase I, Phase II Environmental Site Assessment, Electric and Magnetic Fields (EMF), as well as Risk Hazard Assessments were performed. A total of nine (9) schools received all or some portion of the above listed services. Those schools included: Austin Elementary, Clifton Elementary, Fernbank Elementary, Gresham Park Elementary, Meadowview Elementary, Peachcrest Elementary, Pleasantdale Elementary, Rockbridge Elementary, and Smoke Rise Elementary Schools.

Services Provided: Various Environmental Consulting Services

Project Size: 9 Elementary Schools spanning across multiple square footages

Project Cost: \$71,899

Dates of Service: 2013 - 2014

Reference Contact: Dekalb County School District, Hans Williams, Director of Planning & Capital Improvement, Phone: 678.676.1588; Email: hans_g_williams@dekalbschoolsga.org

NOVA Key Personnel: Nick DaSantos



ATLANTA PUBLIC SCHOOLS

Atlanta, Georgia

As part of an Annual On-Call Contract, NOVA has provided Geotechnical and Environmental Engineering, Construction Materials Testing Services for Atlanta Public Schools including engineering, consulting and testing services for new schools, additions and renovations, remediation and remodeling, and transportation-related such as roadways and parking lot rehabilitation. Representative projects include: Atlanta Public Schools Headquarters, Benjamin E. Mays High School Additions, Brandon Primary Center Addition, Brown Middle School Additions and Modifications, Bunche Middle School Addition, Crawford W. Long Middle School Expansion, East Rivers Elementary School, Gideons Elementary Schools, Grady High School Future Site, Howard Middle School, Mary Lin Elementary Schools, Maynard H. Jackson High School Renovations, Morningside Elementary School, Slaton Elementary School.

Services Provided: Geotechnical and Environmental Engineering, Construction Materials Testing Services

Project Size: Projects spanning across APS Headquarters and across 13 schools across multiple square footage

Project Cost: \$1,070,335

Dates of Service: 2007 - 2022

Reference Contact: Danny Gutlay, Atlanta Public Schools- Facilities, 1631 LaFrance Street, Atlanta, GA 30307, Phone: 404.802.3721, Fax: 404.802.1506; Email: dutlay@atlantapublicschools.us

Key NOVA Personnel: Kenneth Houseman, PE; Nick DaSantos, Michael Wright



CLARKE COUNTY SCHOOLS

Athens, Clarke County, Georgia

As part of an Annual On-Call Contract with Clarke County Schools, NOVA has provided Geotechnical and Environmental Engineering, Construction Materials Testing and Special Inspections and Laboratory Testing Services on Various Clarke County School Projects for the past 15-years. Representative projects include: Alps Road Elementary School, Barnett Shoals Elementary School, Barrow Elementary School, Burney Harris Lyons Elementary School, Bus Transportation Drive, Cedar Shoals High School, Chase Street Elementary School, Clarke Central High School, Clarke County Old Radio Tower, Clarke County School District Services, Clarke Middle School, Cleveland Road Elementary School, Dansville Road Elementary School, Fourth Street Elementary School, Fowler Road Elementary School, Gaines Elementary School, HT Edwards Middle School, HB Stroud Elementary School, Hilsman Middle School, Oglethorpe Avenue Elementary School, Plant Services Building, Timothy Road Elementary School, Transportation Maintenance Building, WR Colle Middle School, Wakeland Elementary School, Whit Davis Elementary School, Whitehead Road Elementary School and Winterville Elementary School.



Services Provided: Subsurface Explorations and Geotechnical Engineering Evaluations; Environmental Site Assessments; Hazardous Materials Surveys; Risk Hazard Analysis; Foundation and Subgrade Evaluations; Rock Qualification and Quantification; Structural Concrete and Reinforcing Steel Inspections, Sampling and Testing; Structural Masonry (Grout and Mortar) Inspections, Sampling and Testing; Structural Steel and EIFS Inspections; Asphalt Pavement Testing and NPDES Stormwater Monitoring.

Project Size: 10,000 SF to 170,000 SF

Project Cost: \$1,000,000 to \$30,000,000

Dates of Service: 2003 - Current

Reference Contact: Clarke County School District: John Gilbreath, Director of SPLOST: 595 Prince Avenue, Athens, GA 30601, Phone: 706.546.7721 ext. 77504; Fax: 706.549.9768; gilbreathj@clarke.k12.ga.us.

Key NOVA Personnel: Marc Johnston, PE; Dennis Southern; Tom Carter, MSI; Cristian Filip; Lloyd Williams, ACI, ICC; Matthew Mathis, CWI, ASNT-II-UT-MT

GWINNETT COUNTY PUBLIC SCHOOLS

Gwinnett County, Georgia

As a pre-qualified service provider for Gwinnett County Schools, NOVA has provided Geotechnical and Environmental Engineering, Construction Materials Testing and Special Inspections and Laboratory Testing Services on Various Gwinnett County Projects for the past 10-years. Representative projects include Baggett Elementary School, Berkeley Lake Elementary School, Berkmar Central Elementary School, Berkmar High School, Lilburn Middle School, Louise Radloff Middle School, Meadow Creek High School, Norcross Cluster Elementary School, North Gwinnett Middle School, South Gwinnett High School, Sycamore Elementary School, Alton C. Crews Middle School, Braselton High School, Sugar Hill Elementary School and Upper Mill Creek High School.



Services Provided: Subsurface Explorations and Geotechnical Engineering Evaluations; Environmental Site Assessments; Hazardous Materials Surveys; Risk Hazard Analysis; Foundation and Subgrade Evaluations; Rock Qualification and Quantification; Structural Concrete and Reinforcing Steel Inspections, Sampling and Testing; Structural Masonry (Grout and Mortar) Inspections, Sampling and Testing; Structural Steel and EIFS Inspections; Asphalt Pavement Testing and NPDES Stormwater Monitoring.

Project Size: 10,000 SF to 170,000 SF

Project Cost: \$1,000,000 to \$30,000,000

Dates of Service: 2009 - Current

Reference Contact: Gwinnett County Public Schools, Pete Wilson, Systemwide Engineer; 437 Old Peachtree Rd. NW, Suwanee, GA, 30024, Phone: 770.513.6611, Fax: 678.442.5372, Email: Pete.Wilson@gcpsk12.org

Key NOVA Personnel: Marc Johnston, PE; Dennis Southern; Tom Carter, MSI; Lloyd Williams, ACI, ICC



FORSYTH COUNTY SCHOOLS

Forsyth County, Georgia

NOVA and our professional staff have completed several types of projects for Forsyth County Schools including environmental, engineering, consulting and testing services for new schools, additions and renovations, remediation and remodeling, and transportation-related such as roadways and parking lot rehabilitation. We pride ourselves on our ability to deliver quality information in a timely manner. It is our endeavor to be an asset to each and every project we undertake. Representative Projects Include: Alliance Academy; Daves Creek Sanitary Sewer Outfall; Denmark High School Roof Installation; Elementary #12 Site; Elementary School #7; Elementary School #10; Forsyth County Middle School #10; George W. Whitlow Elementary School; Johns Creek Elementary School; Lambert High School; Liberty Middle School; Mashburn Elementary School Additions; Mountainview Elementary School; North Forsyth High School Addition; North Forsyth High School Concessions; North Forsyth High School Roof Inspection; North Forsyth Middle School; Otwell Middle School; Poole's Mill Elementary School; Riverwatche and South Forsyth Middle School; Vickery Creek Middle School; West Forsyth High School.



Services Provided: Environmental, Engineering, Consulting and Testing services

Project Size: 10,000 SF to 170,000 SF

Project Cost: \$1,000,000 to \$30,000,000

Dates of Service: 2006 - Current

Reference Contact: Tim Amerson, Facilities Planner, Forsyth County Schools, Phone: 770.887.2461,

Email: tamerson@forsyth.k12.ga.us

Key NOVA Personnel: Marc Johnston, PE; Dennis Southern; Tom Carter, MSI; Lloyd Williams, ACI, ICC

FORSYTH COUNTY IDIQ ON-CALL ENGINEERING CONTRACT

Cumming, Georgia

As part of an Annual On-Call Geotechnical, Environmental Engineering and Construction Materials Testing Contract with Forsyth County, NOVA has provided Geotechnical and Environmental Engineering, Construction Materials Testing Services including Soil and GAB Density Testing, Concrete Testing and Asphalt Paving Monitoring and Testing for multiple Roadway Improvement Projects across the County. Representative projects include North Forsyth Middle School, Forsyth County Courthouse – Jail and Parking Decks, 16-Inch Force Main Wallace Tatum, 36-Inch Water Line Along Old Atlanta Road, Aberdeen Force Main, Bagley Creek Gravity Sewer, Big Creek Sewer Interceptor, Castleberry Road, Central Park, Chadbourne Creek Gravity Sewer, Chattahoochee Point, Coal Mountain Park Community Center, Coal Mountain Recycle Center, Drew and Bethelview, Fire Maintenance Building, Fire Station No. 5, Pump Station at McGinnis Ferry, Booster Pump Station, Forsyth County Animal Shelter, Fire Stations 1 and 2, Forsyth County Water Treatment Plant, Fowler Park, Fowler Road, Georgia 400 Waterline Extension, James Burgess Sidewalk, James Creek Water Treatment Facility, Kentmere Pump Station, Jot Em Down Water Tank and Booster Pump Station, Market Place Boulevard, Sexton Hall, Shakerag Gravity Sewer, Old Atlanta Road Sidewalks, Yellow Creek, Voter Registration and Election Building.

Services Provided: : Subsurface Explorations and Geotechnical Engineering Evaluations; Environmental Site Assessments; Hazardous Materials Surveys; Risk Hazard Analysis; Foundation and Subgrade Evaluations; Rock Qualification and Quantification; Structural Concrete and Reinforcing Steel Inspections, Sampling and Testing; Structural Masonry (Grout and Mortar) Inspections, Sampling and Testing; Structural Steel and EIFS Inspections; Asphalt Pavement Testing and NPDES Stormwater Monitoring.

Project Size: 5,000 SF to 500,000 SF

Project Cost: \$1,000,000 to \$100,000,000

Dates of Service: 2009 - 2025

Reference Contact: Forsyth County Procurement, James Weldon, 514 West Maple Street, Suite 104, Cumming, GA, 30040, Phone: 404.276.3622; Fax: 770.205.4666, Email: jim.weldon@forthco.com

Key NOVA Personnel: Marc Johnston, PE; Dennis Southern; Tom Carter, MSI; Lloyd Williams, ACI, ICC



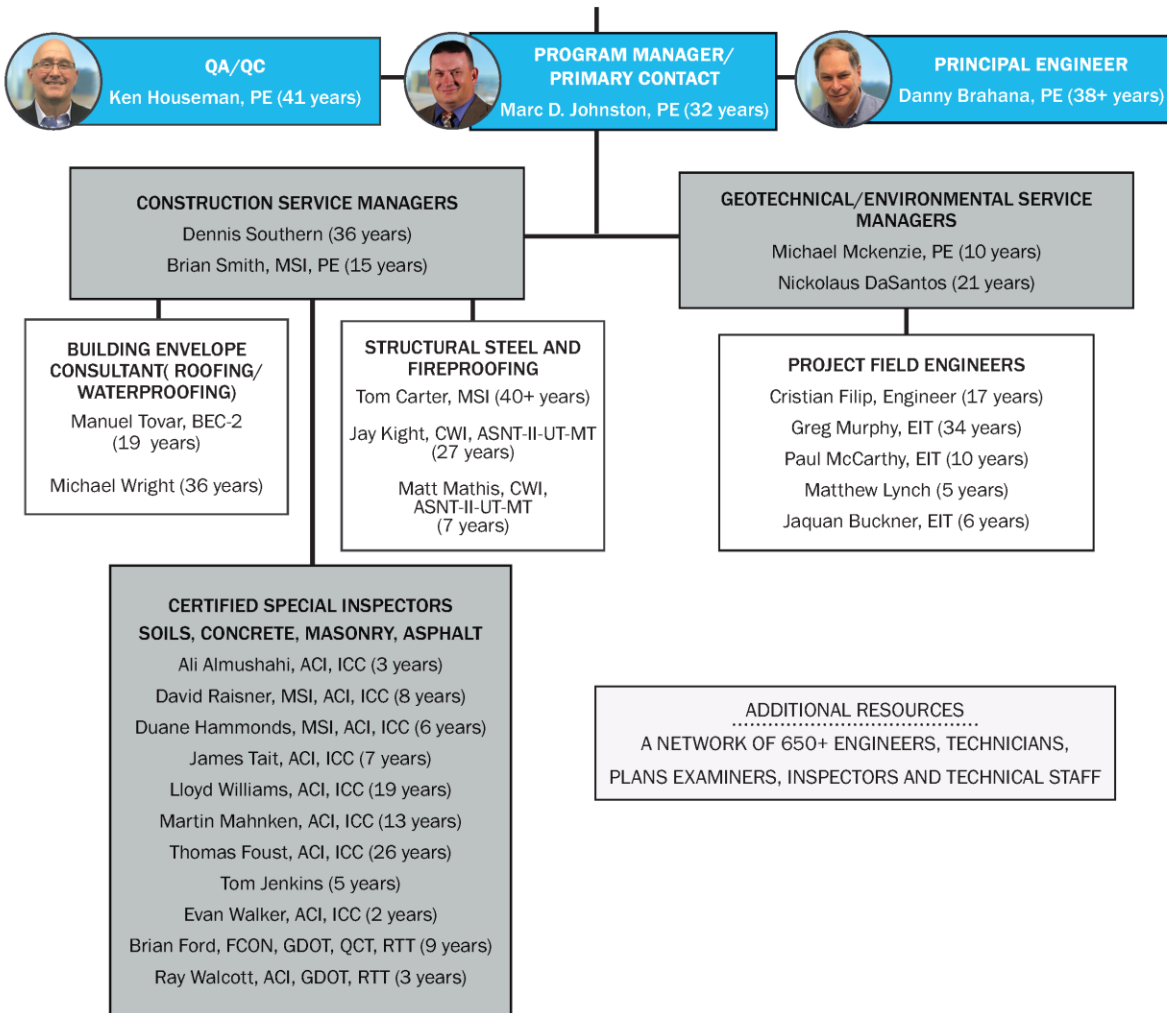


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TAB 5 – PROPOSED PROJECT STAFF/FUNCTIONS



PROFESSIONAL GEOTECHNICAL, ENVIRONMENTAL, AND CONSTRUCTION MATERIAL TESTING SERVICES RFQu NO. 24-752-023





MARC D. JOHNSTON, PE
 PROJECT MANAGER/PRIMARY POINT OF CONTACT
 16 YEARS WITH NOVA

Since 1992, Mr. Johnston has been providing geotechnical and construction materials testing services in the Georgia market. His key strengths are in the evaluation of foundation systems for buildings and bridges and in the evaluation of subgrade for pavements and slabs-on-grade. Mr. Johnston's field experience encompasses conventional soil, concrete, and asphalt testing techniques, as well as extensive evaluation and monitoring of various foundation systems including drilled piers, auger-cast piles, driven piles, rammed aggregate piers, micro-piles and conventional shallow foundations. Mr. Johnston has provided and managed construction materials testing and special inspection services for an extensive variety of projects ranging in magnitude from \$1 million to over \$300 million in total construction costs.

EDUCATION

BS, CIVIL ENGINEERING
 Georgia Institute of Technology, 1996
BA, MATHEMATICS
 LaGrange College, 1996

CERTIFICATIONS

PROFESSIONAL ENGINEER:
 Georgia PE027809
 International Code Council (ICC):
 Commercial Building Inspector
 Georgia Soil and Water Conservation Commission
 (GSWCC):
 Level IB Certified

RELEVANT PROJECT EXPERIENCE

- **DeKalb County School District Projects**
 - Cross Key North Elementary School, CMT
 - Peachtree Middle School, CMT
 - Dunwoody High School, CMT
 - Pavement Upgrades, CMT
 - McNair High School Deferred Work, CMT
 - Lakeside HS Additions & Renovations, CMT
 - Lakeside High School Additions, CMT
 - Cedar Grove High School Emergency Track Replacement, CMT
 - Chestnut Charter Elementary School - Basketball Blacktop, CMT
 - Southwest DeKalb High School, CMT
 - Redan High School Addition, CMT
 - Gresham Park Elementary School (504-422), CMT
 - Dunaires Elementary School, CMT
 - Lakeside High School Additions & Renovations, GEO
 - Southwest DeKalb HS Parking Lot Borings, GEO



KENNETH D. HOUSEMAN, PE
 QA/QC
 14 YEARS WITH NOVA

Beginning his engineering career in 1983, Mr. Houseman has successfully managed a variety of building envelope, construction materials testing, geotechnical engineering, environmental engineering, building inspection, forensic engineering and testing contracts/projects. His focus has been providing geotechnical engineering, materials engineering consulting and construction materials testing/inspection services for a wide range of projects such as parking structures, sports arenas, schools, ports, hotels, office buildings, large mixed-use developments, and transportation projects.

EDUCATION

BS, CONSTRUCTION ENGINEERING
 Iowa State University

CERTIFICATIONS

PROFESSIONAL ENGINEER:
 Georgia PE030757
 South Carolina, Florida, Alabama North Carolina,
 Maryland, Arkansas Indiana, Virginia
 Advanced Ultrasonic Testing of Structural Steel:
 Levels I & II
 Certified Associate Welding Inspector

RELEVANT PROJECT EXPERIENCE

- **Atlanta Public Schools, Atlanta, GA**
 - Benjamin E. Mays HS Additions, CMT
 - Maynard H. Jackson HS Renovations, CMT
 - Mary Lin Elementary Schools, CMT
 - Brandon Primary School Addition, CMT
 - Brown Middle School Additions and Modifications, CMT
- **Clarke County School District, Athens, GA**
 - Barrow Elementary School, CMT
 - Clarke Central High School, CMT
- **Fulton County Schools, Atlanta, GA**
 - Hopewell Middle School, CMT
 - Lake Forest Elementary School, CMT
 - Woodland Elementary School, CMT
 - High Point Elementary School, CMT
 - North Springs HS Softball Field, CMT
- Renovations Spalding Dr. Elementary, CMT
- Tri Cities High School Renovations, CMT
- College Park Elementary School, CMT
- McNair Middle School Replacement, CMT
- McNair MS Replacement Testing, CMT
- New Heards Ferry Elementary School, CMT
- North Springs HS Renovations, CMT
- Northview HS Track Replacement, CMT
- North Learning Center, CMT
- Administration Building, CMT
- Autrey Mill Middle School Addition, CMT
- Hopewell Middle School Addition, CMT
- Sandy Springs Middle School, CMT
- Love T. Nolan ES, CMT





DANNY BRAHANA, PE
PRINCIPAL ENGINEER
1 YEAR WITH NOVA

In his 38+ years as a staff, senior and principal engineer, Mr. Brahana has performed geotechnical and construction inspection duties for over 500 new construction and existing projects in the southeastern United States. He has also worked on projects in Asia, the Caribbean and in Africa. During the past 17 years, Mr. Brahana has overseen the design and/or construction of more than 100 excavation bracing (shoring) and drilled shaft projects in the southeast.

Mr. Brahana has managed numerous geotechnical explorations for commercial buildings (low to high-rise), stadiums, industrial facilities, dams, harbor structures and water/wastewater treatment facilities. He has also worked in a wide variety of geological settings and performed and reviewed numerous geotechnical calculations for different soil conditions. Many projects have required direction and coordination of employees and subcontractors assigned to various field, laboratory and analytical tasks. Mr. Brahana has successfully managed specific geotechnical projects in the U.S. and abroad which generated fees in excess of \$100,000.

BS IN CIVIL ENGINEERING
 Georgia Institute of Technology

GRADUATE STUDIES IN GEOTECHNICAL ENGINEERING
 Georgia Institute of Technology

CERTIFICATIONS

PROFESSIONAL ENGINEER:
 Georgia PE018053

RELEVANT PROJECT EXPERIENCE

EDUCATION

- Jeff Davis Primary School, GEO, Hazlehurst, GA
- Jeff Davis Co. Schools - FFA Barn, GEO, Hazlehurst, GA
- Freeport Middle School, CMT, Freeport, FL
- Woodstock High School Scoreboard Evaluation, Forensics, Woodstock, GA
- Citivue Apartment - Soils Investigation, Tallahassee, FL
- Florida State University IRCB Building

Enclosure, Tallahassee, FL

- Georgia State University Parking Deck G, Atlanta, GA
- Georgia Tech Student Athlete Performance Center, Atlanta, GA
- Kennesaw State Parking Deck, Kennesaw, GA
- KSU Entrance Signage, Kennesaw, GA
- Morehouse College Water Main Leak, Atlanta, GA
- Women of GT Walk #0046-2022, Atlanta, GA



DENNIS SOUTHERN
CONSTRUCTION SERVICE MANAGER
15 YEARS WITH NOVA

Mr. Southern is the Branch Manager of NOVA's Norcross office. Mr. Southern has extensive experience in materials testing and inspection services. He has served as a Deputy Grading Inspector (City of Los Angeles), Field Supervisor, Senior Engineering Aide, Special Inspector and Materials Testing Supervisor / Manager since he began his career in 1988. He is responsible for technical overview, scheduling of field services and training of all materials testing personnel. Mr. Southern also performs IBC Special Inspections, data review and reporting, project management, client consultation and oversight of Laboratory and Field Technical Services. Mr. Southern has performed and provided Special Inspections and Field Services for a variety of projects on the East and West coasts.

RELEVANT PROJECT EXPERIENCE

DeKalb County School District Projects

- McNair High School Deferred Work, CMT
- Lakeside HS Additions & Renovations, CMT
- Lakeside High School Additions, CMT
- Cedar Grove High School Emergency Track Replacement, CMT
- Chestnut Charter Elementary School - Basketball Blacktop, CMT
- Southwest DeKalb High School, CMT
- Redan High School Addition, CMT
- Gresham Park Elementary School, CMT

Clarke County School District, Athens, GA

- Clarke Central High Schools Softball Field, CMT
- Piedmont Board Office Renovations, CMT
- Bus Transportation Drive, CMT
- Clarke Middle School, CMT
- Winterville Elementary School, CMT

- Elementary School A, CMT
- Timothy Road Elementary School, CMT
- Cedar Shoals Site Improvements, CMT
- Cleveland Road Elementary School, CMT
- Barnett Shoals Elementary School, CMT
- Winterville Elementary School, CMT
- Cleveland Road Elementary School, CMT
- Whit Davis Elementary School, CMT
- Howard B Stroud Elementary, CMT
- Barrow Elementary School, CMT
- Clarke Central High School, CMT
- Gaines Elementary School, CMT
- Whitehead Road Elementary, CMT
- Barnett Shoals Elementary School, CMT
- Clarke Central High School, CMT
- Oglethorpe Avenue Elementary School, CMT
- Burney Harris Lyons Middle School, CMT
- Additions and Renovations, CMT
- Hiilsman Middle School, CMT

EDUCATION

A.A., MECHANICAL DRAFTING
 Atlanta Metropolitan College

CONSTRUCTION BUSINESS MANAGEMENT INSTITUTE
CGEA TECHNICAL LOSS PREVENTION

CERTIFICATIONS

International Code Council (ICC):
 Commercial Building Inspector
 Reinforced Concrete Special Inspector
 Soils Special Inspector
 Spray-Applied Fireproofing Special Inspector
 American Concrete Institute (ACI):
 Concrete Field Testing Technician – Grade I
 Georgia Department of Transportation (GDOT):
 ACI Concrete Technician
 QCT Asphalt – Level I
 Roadway Testing Technician





BRIAN SMITH, MSI, PE
CONSTRUCTION SERVICE MANAGER
7 YEARS WITH NOVA

Mr. Smith has been in the construction industry since 2008. Mr. Smith's construction engineering and inspection experience includes with review of monthly pay applications, scheduling progress meeting and required field testing, keeping up with delivery tickets and job site quantities, as well as keeping up with project documents.

RELEVANT PROJECT EXPERIENCE

BS CIVIL ENGINEERING TECHNOLOGY
 Southern Polytechnic State University, 2008

ASSOCIATE OF ARTS IN PHYSICS
 Georgia Perimeter College, 2004

CERTIFICATIONS

PROFESSIONAL ENGINEER: Georgia PE046605

- American Concrete Institute
 - Construction Special Inspector
 - Field Testing Technician Grade I
- Georgia Department of Transportation
 - Roadway Testing Technician
 - ACI Concrete Technician
- International Code Council
 - Reinforced Concrete Special Inspector
 - Master of Special Inspection
 - Structural Welding Special Inspector
 - Structural Masonry Special Inspector
 - Structural Steel and Bolting Special Inspector
 - Soils Special Inspector

GA Soil and Water Conservation Commission (GSWCC) Level 1B
 NPDES: Erosion and Sedimentation Control Level 1B Inspector
 Radiation Safety certified for use of a Nuclear Density Gauge (APNGA)

EDUCATION

- Cross Key North Elementary School, DeKalb County School District, CMT
- Early Learning Kitchen Expansion, Clarke County School District, CMT
- Hillsman Middle School, Clarke County School District, CMT
- New Hope Elementary School, Forsyth County Schools, CMT
- Lakeside MS Renovations, Modifications, and Additions, Forsyth County Schools, CMT
- New Gainesville Middle School, Gainesville City Schools, CMT

- Gainesville High School Student Activities Center Phase 1, Gainesville City Schools, CMT
- Gainesville Student Activities Center Phase 2, Gainesville City Schools, CMT
- Berkeley Lake Elementary School Addition, Gwinnett County Public Schools, CMT
- Berkmar High School Additions, Gwinnett County Public Schools, CMT
- North Gwinnett High School East Addition, Gwinnett County Public Schools, CMT
- Lilburn Middle School Addition, Gwinnett County Public Schools, CMT



MICHAEL MCKENZIE, PE
GEOTECHNICAL SERVICE MANAGER
5 YEARS WITH NOVA

Mr. McKenzie has been in the engineering industry since 2014. With B.S. degrees in Civil and Mechanical Engineering, and an MS degree in Environmental Engineering from the Georgia Institute of Technology, he has a broad understanding of many aspects of the industry. His experience includes a variety of geotechnical, construction, and environmental projects for residential, commercial, and government clients. He has experience performing professional services such as geotechnical explorations and evaluations, pavement evaluations including interstates and airport runways and taxiways, pavement asset management services, foundation inspections, vibration monitoring, shear wave seismic studies, infiltration testing, aggregate pier and helical pier installations, Phase 1 environmental site assessments, Title V Air Quality permitting, and NPDES stormwater inspections. Mr. McKenzie is the Geotechnical Department Manager at our Norcross office.

RELEVANT PROJECT EXPERIENCE

EDUCATION

BS, CIVIL ENGINEERING (2012)
BS, MECHANICAL ENGINEERING (2017)
MS, ENVIRONMENTAL ENGINEERING (2014)
 Georgia Institute of Technology

CERTIFICATIONS

PROFESSIONAL CIVIL ENGINEER
 Georgia PE 047046, North Carolina, South Carolina, Florida, Alabama, Tennessee

- International Code Council (ICC):
 - Soils Special Inspector
 - Spray-applied Fireproofing Special Inspector
- Georgia Soil and Water Conservation Commission (GSWCC):
 - Level 1A, 1B and Level 2 Certified
 - GDOT QCT Level 1
- LEED Green Associate

EDUCATION

- Toomer Elementary School, Addition Carroll Daniel Construction Company GEO
- St. Pius X Catholic High School Additions Catholic Construction Services, Inc., GEO
- Clarke Middle School, Clarke County School District, CMT
- Cedar Shoals High School Pavement Evaluation, Clarke County School District, GEO
- Augusta University Parking Deck, Comprehensive Program Services, GEO
- Mike Cottrell College of Business - University of North Georgia, Cooper Carry, Inc, GEO

- Bobby Gruhn Field RLR 22-211, Gainesville City Schools, GEO
- J-350 Mike Cottrell College of Business, Georgia State Financing & Investment Commission, CMT
- North Gwinnett High School Addition, Gwinnett County Public Schools, GEO
- GSMST Theater Addition, Gwinnett County Public Schools, GEO
- The Lovett School Loop Road Impact, Development Management, GEO
- Lovett School Parking Deck, Impact Development Management, GEO
- Holmes-Hunter Academic Building Renovation, Office of University Architects, GEO





NICK DASANTOS
 ENVIRONMENTAL SERVICE MANAGER
 13 YEARS WITH NOVA

Mr. DaSantos began his career in 2003 as a Manager with NOVA's Environmental Group in Kennesaw, Georgia. Mr. DaSantos has experience as an environmental consultant performing all aspects of Phase I and Phase II Environmental Site Assessments (ESAs), Risk Hazard Assessments (RHAs), National Environmental Policy Act (NEPA) Assessments, Georgia Environmental Policy Act (GEPA) Assessments, Prospective Purchaser Corrective Action Plans (PPCAPs), Hazardous Site Response Act (HSRA) Notifications, Brownfield Applications, Compliance Status Reports (CSRs), Oversight for the assessment, excavation, removal and remediation of Underground Storage Tanks (USTs), and the installation of soil borings/groundwater monitoring wells, surface and groundwater sampling, soil sampling, multi-incremental soil sampling, stockpile soil sampling, Toxicity Characteristic Leaching Procedure (TCLP) sampling, Mold Assessments, Radon Assessments, Radon Mitigation Design, Radon Mitigation Installation Oversight, biocell construction/remediation, and Vapor Intrusion Assessments, Vapor Intrusion Mitigation (VIMS) Design, Vapor Intrusion Mitigation System Installation Oversight.

Mr. DaSantos is experienced in performing pre-renovation/pre-demolition asbestos inspections, lead based paint inspections, mold inspections, as well as large asbestos, lead based paint, and hazardous materials abatement oversight projects.

Mr. DaSantos is also experienced in assessment and remediation of hazardous waste sites impacted by chlorinated solvents, petroleum hydrocarbons, and other chemical substances released into the environment. Mr. DaSantos has knowledge of state and federal environmental programs and government regulations, including RCRA, HSRA, CERCLA, UST/LUST, AHERA, ASHARA, and OSHA.

EDUCATION

BS, NATURAL SCIENCE, WITH EMPHASIS IN GEOLOGY
 University of Alaska at Anchorage, 2011

BA, PHILOSOPHY
 University of Georgia, 2000

CERTIFICATE OF ENVIRONMENTAL ETHICS
 University of Georgia, 2000

RELEVANT PROJECT EXPERIENCE

- **DeKalb County School District Projects**
 - School Site Assessment Services, ENV
 - Austin Elementary School EMF Case Study, ENV
- **Atlanta Public Schools, Atlanta, GA**
 - Brown Middle School Additions and Modifications, ENV
 - E. Rivers Elementary School, ENV
 - Atlanta Public Schools AHERA 3 Year Re-Inspection, ENV
 - Morningside Elementary School, ENV
 - 1890 Donald Lee Howell Parkway, ENV
 - Booker T Washington High School, ENV
 - Atlanta Public Schools Legionella Sampling, ENV
 - Legionella Sampling - 2nd Event, ENV
 - Limited Fungir Air Assessment, ENV
 - Benteen and F.L. Stanton Sites - Ozone Air Sampling, ENV
- Atlanta Public Schools AHERA, ENV
- Lobby Sampling - Group 3, ENV
- Legionella 2nd Event Re-Sampling, ENV
- Atlanta Public Schools Ltd Drinking Water Sampling, ENV
- **Fulton County Schools, Atlanta, GA**
 - 2012 Cluster Group - North Springs, ENV
 - North Springs HS Softball Field Modification, ENV
 - McNair Middle School Replacement, ENV
 - North Springs HS Renovations, ENV
 - Riverwood High School Site, ENV
 - Chattahoochee High School, ENV
 - Creekside High School, ENV
 - Northview High School, ENV
 - Chattahoochee High School Pond, ENV
 - Underground Stormwater Detention, ENV System Inspections





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TAB 6 – WORKLOADS

As part of the evaluation criteria, the Committee will review the firms and their sub-consultants current workload. If the submitting firm is a joint venture, the Committee will review the current workload of each of the firms comprising the submitting entity. A maximum of ten points will be awarded based on an evaluation of the firm's total workload and capacity to perform the work.

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

Definition of sub-consultant as it relates to this selection process: An individual and/or firm contracted or to be contracted by the submitting entity to provide services related to or part of those which this will be required as part of this selection process.

| CLIENT | PROJECT | CONTRACT/FEE | TOTAL BILLED | STATUS/ COMPLETION |
|--------------------------------------|--|--------------|--------------|--------------------|
| Walton County Board of Commissioners | Walton County Public Safety Complex | \$465,020 | \$256,168 | 55% |
| Clarke County School District | Clarke Middle School | \$276,595 | \$240,788 | 87% |
| The Winstead Group | CHOA NDH Overall Site and Bakery Shoring Wall | \$227,891 | \$208,843 | 92% |
| Primus Builders, Inc. | Mar Jac Phase 2 | \$172,585 | \$137,349 | 80% |
| Quarterra | Emblem Mill | \$166,925 | \$49,708 | 30% |
| City of Brookhaven | City of Brookhaven New City Hall | \$158,970 | \$77,629 | 49% |
| Chick-fil-A, Inc. | 2023 CHICK-FIL-A SIGN INSPECTIONS | \$150,000 | \$121,199 | 80% |
| Forsyth County Procurement | Lanierland Phase 2 | \$133,223 | \$126,421 | 95% |
| Taylor & Mathis | Progress Distribution Center | \$120,062 | \$74,474 | 62% |
| The Winstead Group | CHOA Central Unit Plant (CUP) Elevated Structure | \$116,165 | \$11,125 | 10% |
| Watkins Real Estate Group | Dahlonega Village | \$97,333 | \$95,638 | 98% |
| GSFIC | SBE-039 Mobley Hall Renovations / Pulliam Offices Addition | \$87,046 | \$80,701 | 93% |
| Cianbro | Georgia Power_Tugalo Hydro Plant/ Dam Civil Infrastructure CMT Scope | \$85,000 | \$56,329 | 66% |



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TAB 7 – EQUITABLE DISTRIBUTION

The following list summarizes projects NOVA has been awarded by DCSD.

| PROJECT NAME | SERVICES PROVIDED | COMPLETION DATE | FEES |
|---|----------------------|-----------------|-----------|
| Portable Classroom Code Inspections | Municipal Support | 7/26/2021 | \$10,100 |
| Austin Elementary School | Municipal Support | 7/26/2021 | \$34,577 |
| Kingsley Elementary School Pavilion | Municipal Support | 7/26/2021 | \$675 |
| Dunwoody HS & ES Portable Classrooms | Municipal Support | 7/26/2021 | \$5,622 |
| Tucker High School - Parking Garage Structural Condition Survey | Forensics/Facilities | 7/23/2021 | \$5,000 |
| Fernbank Roof Top Generator Structural Review | Forensics/Facilities | 7/23/2021 | \$2,900 |
| Cross Key North Elementary School | CMT | 4/21/2021 | \$184,661 |
| Peachtree Middle School | CMT | 9/9/2020 | \$1,905 |
| RFQ 18-752-037 Pavement Upgrades | CMT | 9/9/2020 | \$18,045 |
| Lakeside High School Additions | CMT | 1/30/2019 | \$180,901 |
| Cedar Grove High School Emergency Track Replacement | CMT | 1/30/2019 | \$5,751 |
| Dunwoody HS Quad Portable Classroom P5-P8 | Municipal Support | 1/8/2019 | \$867.5 |
| Portable Classrooms- Dunwoody Schools | Municipal Support | 9/12/2018 | \$8,925 |
| Dunaires Elementary School | CMT | 2/22/2018 | \$282 |
| Dunwoody High School | CMT | 2/22/2018 | \$300 |
| Idlewood Elementary School | CMT | 2/21/2018 | \$250 |
| Gresham Park Elementary School (504-422) | CMT | 5/17/2017 | \$126,005 |
| Rockbridge ES Replacement (508-422) | CMT | 12/2/2016 | \$7,777 |
| Redan High School Addition | CMT | 5/19/2016 | \$17,832 |
| Southwest DeKalb High School | CMT | 5/12/2016 | \$97,042 |
| Southwest DeKalb High School Roofing | Building Envelope | 4/20/2016 | \$52,994 |
| Gresham Park Elementary School in DeKalb County | Geotechnical | 2/12/2016 | \$10,450 |
| School Site Assessment Services | Environmental | 1/28/2016 | \$71,899 |
| Valhalla Bleachers- Lakeside High School | Geotechnical | 6/11/2015 | \$1,850 |



| PROJECT NAME | SERVICES PROVIDED | COMPLETION DATE | FEEES |
|---|-------------------|-----------------|-----------|
| Henderson Middle School | Building Envelope | 8/20/2014 | \$2,200 |
| Austin Elementary School EMF Case Study | Environmental | 10/11/2013 | \$3,000 |
| McNair High School Deferred Work | CMT | 11/10/2011 | \$22,339 |
| Lakeside High School Additions & Renovations | Geotechnical | 11/10/2011 | \$4,500 |
| McNair Cluster Elementary School - OSS | CMT | 5/31/2007 | \$6,088 |
| Southwest DeKalb High School Additions | Geotechnical | 10/1/2008 | \$4,100 |
| New McNair Cluster Elementary School | CMT | 4/9/2008 | \$39,860 |
| Proposed Additions to McNair High school | Geotechnical | 8/29/2003 | \$7,350 |
| McNair High School Additions | Geotechnical | 10/31/2007 | \$5,900 |
| New Lithonia High School | CMT | 11/30/2001 | \$111,517 |
| New Lithonia High School Stormwater | Stormwater | 12/6/2002 | \$22,742 |
| Lakeside HS Additions & Renovations | CMT | 3/31/2010 | \$445 |
| Chestnut Charter Elementary School - Basketball Blacktop | CMT | 1/6/2012 | \$1,410 |



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TAB 8 – DESIGN FEE

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,

NOVA Engineering and Environmental, LLC

[legal name of Engineer]

1859 Beaver Ridge Circle, Suite B

Norcross, GA 30071

[address of Engineer]

770.696.1414

[telephone number of Engineer]

mjohnston@usanova.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 are indicated below. (These hourly rates will be added to the contract as Exhibit D for this project):

| Title/Position | Hourly Rate |
|---------------------------|---------------------------|
| Principal: | \$ <u>150.00</u> per hour |
| Sr. Engineer: | \$ <u>125.00</u> per hour |
| Project Engineer: | \$ <u>95.00</u> per hour |
| Sr. Environmental Lead: | \$ <u>125.00</u> per hour |
| Environmental Specialist: | \$ <u>95.00</u> per hour |
| Technical/CADD Tech: | \$ <u>65.00</u> per hour |
| Clerical/Admin: | \$ <u>50.00</u> per hour |



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

| Geotechnical Surveying Services | | Unit Price | |
|---|--|-------------------|--------------------|
| Standard Boring – Until Refusal | | \$ | 1,500.00 |
| Deep Boring – At least 15 Ft. | | \$ | 1,500.00 |
| Manual Hand-Auger Borings | | \$ | 400.00 |
| Seismic Site Class in Accordance with ASCE 7-10 based on shear wave velocity method. | | \$ | 3,000.00 |
| Seismic Risk-based hazard analysis in accordance with ASCE 7-10 | | \$ | 5,000.00 |
| Mobilization of Drill Rig | | \$ | 900.00 |
| Consolidation Test | | \$ | 750.00 |
| Undisturbed (Shelby Tube) Sample | | \$ | 95.00 |
| Natural Moisture Content Test | | \$ | 15.00 |
| Atterberg Limits Test | | \$ | 80.00 |
| Environmental Services | | Unit Price | |
| Conduct Phase I – Environmental Site Assessment in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and current ASTM Practice E. | | \$ | 2,500.00 |
| Phase I - Environmental Disclosure (Executive Summary) in accordance with current ASTM protocol. | | \$ | 1,000.00 |
| 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. | | \$ | 2,200.00 |
| 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. | | \$ | 2,200.00 |
| ARCHIE Study | | \$ | N/A |
| ALPHA Study | | \$ | 1,500.00 |
| Conduct Phase II – Environmental Study (and Report) | | \$ | QUOTE UPON REQUEST |
| Laboratory Testing | | \$ | QUOTE UPON REQUEST |
| Materials Testing and Special Inspection Services | | Unit Price | Hourly Rate |
| ITEM 1: NPDES INSPECTIONS: Perform weekly erosion inspections of installed erosion control measures and obtaining runoff samples for turbidity analysis. | | \$ 150.00 | \$ N/A |
| ITEM 2: Earthwork – ICC Certified Engineering Technician: Inspection of soil fill placement and in-place density testing in accordance with ASTM D2937 or D2922. | | \$ N/A | \$ 75.00 |
| ITEM 3: IBC Special Inspector for Building, Slab, Foundations & Walls: | | | |
| 3.1 Foundation inspections and bearing capacity verifications. | | \$ N/A | \$ 95.00 |
| 3.2 Sub-grade evaluation. | | \$ N/A | \$ 75.00 |
| 3.3 Steel reinforcing inspections. | | \$ N/A | \$ 75.00 |
| ITEM 4: Concrete – ACI Certified Engineering Technician for Building & Concrete Retaining Walls: Sampling and testing of concrete & grout. | | \$ N/A | \$ 60.00 |
| ITEM 5: Concrete Masonry Testing: Certified Concrete Masonry Inspector | | \$ N/A | \$ 75.00 |
| ITEM 6: Sprayed Fire-Resistant Materials Inspector: Certified SFRM Inspector | | \$ N/A | \$ 75.00 |
| ITEM 7 - Structural Steel Inspector: | | \$ N/A | \$125.00 |

| | | |
|---|-----------|-----------|
| 7.1 Site Inspection & Testing of connection bolts, welds, and decking. | \$ N/A | \$ 115.00 |
| 7.2 Full Penetration Weld Inspections – Ultrasound testing | \$ N/A | \$ 125.00 |
| ITEM 8– Asphalt Testing - Senior Engineering Technician: Coring of asphalt for thickness and density determination of binder and surface courses. | \$ N/A | \$ 75.00 |
| ITEM 9 - Laboratory Testing | | |
| 9.1 Concrete Cylinders | \$ 15.00 | \$ N/A |
| 9.2 Compressive Strength Testing Grout Prisms | \$ 15.00 | \$ N/A |
| 9.3 Soil - Standard Moisture Density Relationship Tests | \$ 135.00 | \$ N/A |
| 9.4 GAB - Modified Moisture Density Relationship Tests | \$ 145.00 | \$ N/A |
| 9.5 Asphalt Lab Testing Density & Thickness Determination | \$ 35.00 | \$ N/A |
| 9.6 SFRM Samples: Density & Thickness Determination | \$ 75.00 | \$ N/A |
| ITEM 10 – Principal Engineer: Professional Registered Engineer for Engineering Consulting and Report Review | \$ N/A | \$ 175.00 |

- c. The undersigned Engineer hereby acknowledges receipt of the following Addenda:
 [insert the number and date of each Addendum; if none, insert "None"]
 #1 - May 10, 2024 #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;

Project Name: Geotechnical Engineering Services
Page 4 of 5

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

- (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,

NOVA Engineering and Environmental, LLC

[typed name of Engineer]

By: Marc D. Johnston [seal]
[signature]

Marc D. Johnston, PE, Principal Engineer/
Service Line Leader-CMT
[typed name and title]

1859 Beaver Ridge Circle, Suite B
Norcross, GA 30071

[address of Engineer]

(770) 696.1414

[business telephone number]

May 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)

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 N/A _____
[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]





9

TAB 9 – REFERENCES



John Gilbreath
Director
Facility Planning & Construction/ES/plot

May 29, 2024

To Whom It May Concern:

On behalf of the Clarke County School District, I would like to offer my full recommendation for Nova Engineering & Environmental as a Geotechnical Engineering, Environmental and Construction Material testing services firm. Nova has successfully delivered multiple projects for the district including the new Hilsman Middle School and most recently, the new Clarke Middle School. Nova exceeded our expectations in the areas of cost, quality, and timeliness. Nova has demonstrated several outstanding qualities you look for in a Geotechnical and Material testing firm including experience, attention to detail, professionalism, and effective communication.

Nova's management and on-site personnel cultivate a teamwork-oriented atmosphere. They work well with the entire project team to address any deficient construction issues immediately and proactively. Nova works with the general contractor on providing practical and cost-effective options for addressing non conforming items. Nova understands the unique challenges, regulations and procedures involved in delivering K-12 projects. Nova's team went above and beyond to comply with a tight schedule while adhering to the Special Inspections requirements to ensure that these facilities were built to Clarke County School District's standards and contract documents.

I look forward to partnering with Nova in the future, and have no hesitation in recommending them for future work.

Sincerely,

John Gilbreath

440-1 Dearing Extension ◦ Athens, Georgia 30606 ◦ PHONE: 706.546.7721 ◦ FAX: 706.227.7823
WEB: www.clarke.k12.ga.us



23



May 29, 2024

To Whom It May Concern:

It's my pleasure to commend the entire NOVA team on the work that was performed on the Porsche West Track Expansion project. I worked with NOVA for the past 3 years. They follow through on the commitments they make and consistently provide excellent experience from the perspective of a Developer – there is never a doubt that they are working on behalf of the Developer to ensure the success of the project.

The NOVA team has demonstrated their leadership and expertise by sharing ideas, noting concerns, **offering solutions, and resolving problems, all in a genuinely collaborative manner. They've also been a reliable resource, always available to assist with needs that arise and willing to help with activities that go beyond their responsibilities. They are organized and not afraid to collaboratively work through project issues.**

NOVA truly exemplifies its values by maintaining a consistent commitment to excellence. We have been pleased with their high professional standards, and we strongly recommend their services.

Sincerely,

A handwritten signature in blue ink that reads "Caleb Thornley".

Caleb Thornley

Director

900 Circle 75 Parkway | Suite 550 | Atlanta, GA 30339 | www.impactdm.com





MARY ELIZABETH DAVIS, PhD
 Superintendent of Schools

KYLA CROMER
 School Board Chair

PATSY JORDAN
 School Board Vice-Chair

JOHN HARMON

DR. SUSAN PADGETT-
 HARRISON

KELLY POOLE

ERIN RAGSDALE

ROBERT RECHSTEINER

03 May 2024

SUBJECT: Nova Engineering and Environmental

To Whom It May Concern:

Nova Engineering and Environmental has provided construction material testing, along with other related testing and engineering services for the Cherokee County School District (CCSD) Division of Support Services for more than fifteen (15) years. They have been our primary service provider for CM&T.

Their knowledge and attention to detail have aided our school district greatly, meeting all ongoing service needs. Their representatives have been thorough, forward-thinking, and easy to work with, always taking time to discuss any concerns or questions that may arise. Lab and field-testing reports are received expediently. Nova Engineering and Environmental has our highest recommendation as a vendor that will provide excellent service and leading-edge industry knowledge to any organization.

Regards,


 Mitchell Hamilton (May 3, 2024 13:26 EDT)

Mitchell Hamilton
 Director, Planning/Facilities/Compliance

MH/mm

1205 Bluffs Parkway
 Canton, Georgia 30114
 770.479.1871
 www.cherokeek12.net



1-10-24

Letter of Recommendation for NOVA Engineering & Environmental, Inc.

To whom it may concern:

Forsyth Technical Community College has contracted NOVA for our Learning Commons Project. We have a variety of issues to consider and work through with this project.

NOVA has been a great partner guiding us through the issues with pre-demolition asbestos containing material surveys, lead based paint surveys, hazardous building material inventories and ACM abatement specifications for the Learning Commons Project and site. They are very flexible and willing to work with their clients.

In conclusion, NOVA would make a great partner for projects you may be considering. I will be happy to answer any questions.

Thank you!



Scott Booth

A place of promise.



**A
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X**

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

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.

| Owner's Standard Forms: | | Include with Proposal | Check Box to Confirm Inclusion |
|--------------------------------|--|------------------------------|---------------------------------------|
| 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 | |
| Other Requirements: | | Include with Proposal | Check Box |
| | Copy of Business License and Certificates | YES | <input checked="" type="checkbox"/> |
| | Certificate of Insurance | YES | <input checked="" type="checkbox"/> |
| | Electronic Version of bid documents | YES | <input checked="" type="checkbox"/> |

Indicate **Addenda(s) Nos.** #1 #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:

NOVA Engineering and Environmental, LLC

Signature:  Printed Name: Marc D. Johnston, PE

Title: Principal Engineer / Service Line Leader CMT Date: 05-15-2024

Sworn to and subscribed before me this 15 day of MAY, 2024

Notary Public:  My commission expires: 08/08/27



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

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 WINNETT

COMES NOW, NOVA Engineering and Environmental, LLC ("Offeror"),
[Name of Offeror]

appearing by and through Marc D. Johnston, PE, its Principal Engineer/Service Line Leader CMT
[insert name of individual with authority to bind Offeror] *[title]*

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

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

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

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

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

2. If the Offeror is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education Professional 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 15 day of MAY, 2024
NOVA Engineering and Environmental, LLC

[insert name of Offeror]

and

Marc D. Johnston, PE

[insert name of Individual And Representative Affiant]

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

Principal Engineer/Service Line Leader CMT

[insert title]

Individual Affiants' signatures and names:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

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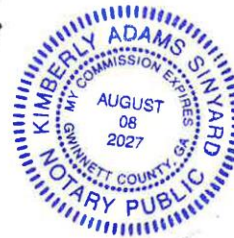
x _____
Name:

x _____
Name:

Sworn to and subscribed before me this 15 day of MAY, 2024

Notary Public: *[Signature]* My commission expires: 08/08/27

(SEAL) *[Signature]*



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: Marc D. Johnston, PE

Firm Name: NOVA Engineering and Environmental, LLC

Date: 05-15-2024

Sworn to and described before me this 15 day of MAY 2024

Personally known: X

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of GEORGIA

My Commission Expires 08-08-2024

Affix Notary Seal Here:



Kimberly Adams Sinyard

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 15 day of MAY, 2024

Marc D. Johnston, PE - NOVA Engineering and Environmental, LLC

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

By: 

Printed name: Marc D. Johnston, PE

Printed Title: Principal Engineer / Service Line Leader CMT

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) *ml* **(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) **(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) **(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,

POST IN A CONSPICUOUS PLACE

CITY OF NORCROSS

NORCROSS
a place to imagine

TAX CERTIFICATE
Professional - Occupational - Regulatory

In consideration of which the City of Norcross, Georgia, has granted a certificate for carrying on the business of
SERVICES-BUSINESS

This Certificate Expires **12/31/2024** Amount Paid: **1,323.80**
Witness my hand with day and year above written

Sonia Hampton
GENERAL GOVERNMENT DEPARTMENT

NOVA ENGINEERING & ENVIR. LLC
1859 BEAVER RIDGE CIRCLE
STE B
NORCROSS GA 30071

Certificate No.: **08299**
Date of Issue: **01/01/2024**
Owner: **CORPORATION**

This Certificate is not transferable and is subject to be revoked if abused.

65 LAWRENCEVILLE ST
NORCROSS, GA 30071
(770) 448-2122

DATE : 3/27/2024 12:31 PM
OPER : JN
TKBY : JN
TERM : 22
REC# : R0G989626

191.0000 OCCUPATIONAL TAX 1323.80
08299-12/31/24 NOVA ENGINEERING & ENVI
SERVICES - BUSINESS 1,273.80CR
ADMINISTRATION FEE 50.00CR

Paid By: NOVA ENGINEERING & ENVIR.
CC 1323.BCAUTH:0658894

APPLIED 1323.80
TENDERED 1323.80
CHANGE 0.00

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the user.

X

Visa XXXXXXXXXXXXXXX0635
Entry Mode: MAGNETIC STRIPE
CVM: SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2023

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

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

| PRODUCER Ironwood, a Marsh & McLennan Agency, LLC Co 4401 Northside Parkway NW Suite 800 Atlanta GA 30327 | CONTACT NAME: Laura Jones PHONE (A/C, No, Ext): (404) 927-9143 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: ljones@ironwoodins.com | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|-------------------------------------|-------|--------------------------------------|-------|---|-------|---|-------|--|-------|---|-------|
| INSURED Nova Engineering and Environmental, LLC 3900 Kennesaw 75 Parkway Suite 100 Kennesaw GA 30144 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Colony Insurance Company</td> <td style="text-align: center;">39993</td> </tr> <tr> <td>INSURER B: Allied World Assurance Co</td> <td style="text-align: center;">19489</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Company of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER E: Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER F: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Colony Insurance Company | 39993 | INSURER B: Allied World Assurance Co | 19489 | INSURER C: Travelers Indemnity Co of CT | 25682 | INSURER D: Travelers Indemnity Company of America | 25666 | INSURER E: Lexington Insurance Company | 19437 | INSURER F: Continental Casualty Company | 20443 |
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| INSURER C: Travelers Indemnity Co of CT | 25682 | | | | | | | | | | | | | | |
| INSURER D: Travelers Indemnity Company of America | 25666 | | | | | | | | | | | | | | |
| INSURER E: Lexington Insurance Company | 19437 | | | | | | | | | | | | | | |
| INSURER F: Continental Casualty Company | 20443 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 23-24 Main 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"/> PROJ <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: POLLUTION LIABILITY | | Y | PACE302573 | 08/31/2023 | 08/31/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Per Poll Incident/Deduct \$ 1M / 25K |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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 | | Y | HC2E CAP 5H601993 | 08/31/2023 | 08/31/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Collision Ded \$ 1,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EXC302574 | 08/31/2023 | 08/31/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | UB-2P642905-24-51-K | 04/01/2024 | 04/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B/E | Professional Liability / Excess Professional Liability | | | 03091788 / 031565564 | 08/31/2023 | 08/31/2024 | Each Claim / Aggregate \$5M / \$5M Each Claim / Aggregate \$2M / \$5M |

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

Project: Plan Review and Third-Party Inspection Services - RFP 18-752-003
 DeKalb County School District and The DeKalb County Board of Education are additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. Waiver of Subrogation is in place in favor of the Additional Insureds for General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| DeKalb County School District 1780 Montreal Road Tucker GA 30084 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|---|-----------|--|--|
| AGENCY Ironwood, a Marsh & McLennan Agency, LLC Co | | NAMED INSURED Nova Engineering and Environmental, LLC | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

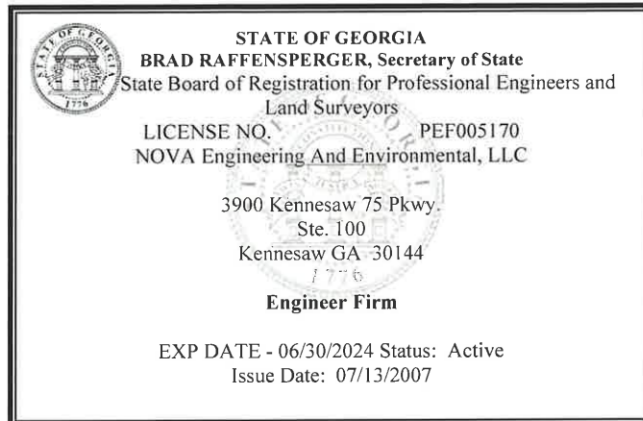
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Contractor's Equipment:
 Insurer F: Continental Casualty Company
 Policy Number: 6081798037
 Policy Term: 8/31/2023 to 8/31/2024
 Limit - Maximum, Per Occurrence \$1,429,243
 Limit - Equipment Owned - \$1,139,243
 Limit - Equipment Leased/Rented From Others - \$250,000
 Deductible - \$1,000

Excess Liability:
 Insurer G: Allied World Assurance Co.
 NAIC# 19489
 Policy Number: 03135166
 Policy Term: 8/31/2023 to 8/31/2024
 Limit: Per Occurrence/Aggregate: \$5,000,000

The Automobile Coverage (Travelers Indemnity Company of CT, Policy #HC2E CAP 5H601993) placement was made by Biltmore Insurance Services. Ironwood Insurance Services (a Marsh & McLennan Agency) has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

The Workers Compensation Coverage (Travelers Indemnity Company of America, Policy #UB-2P642905-24-51-K) placement was made by Biltmore Insurance Services. Ironwood Insurance Services (a Marsh & McLennan Agency) has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.
 Please make note of the expiration date on your license. It is your responsibility to renew your
 license before it expires. Please notify the Board if you have a change of address.
 Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall
 certificate, please order from the web site – www.sos.ga.gov/plb.
 Please refer to Board Rules for any continuing education requirements your profession may require.

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

NOVA Engineering And Environmental, LLC
 3900 Kennesaw 75 Pkwy.
 Ste. 100
 Kennesaw GA 30144





PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Marcus Daniel Johnston

Address:

Hoschton GA 30548

Primary Source License Information

| | | |
|--------------------------|---|--------------------------------------|
| Lic #: PE027809 | Profession: Engineers / Land Surveyors | Type: Professional Engineer |
| Secondary: | Method: Examination | Status: Active |
| Issued: 6/19/2002 | Expires: 12/31/2024 | Last Renewal Date: 12/13/2023 |

Associated Licenses

Relationship: Employment

Licensee: NOVA Engineering And Environmental, LLC

License Type: Engineer Firm

License #: PEF005170

License Status: Active

Established:

Association Date: 7/5/2016

Expiry:

Type: Prerequisite

Relationship: Employment

Licensee: Willmer Engineering, Inc.

License Type: Engineer Firm

License #: PEF001398

License Status: Active

Established: 7/14/2004

Association Date: **Expiry:** 6/27/2017

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 17, 2024 6:5:50

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

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Licensee Details

Licensee Information

Name: Daniel C Brahana

Address:

Marletta GA 30064

Primary Source License Information

| | | |
|--------------------------|---|--------------------------------------|
| Lic #: PE018053 | Profession: Engineers / Land Surveyors | Type: Professional Engineer |
| Secondary: | Method: Examination | Status: Active |
| Issued: 7/11/1989 | Expires: 12/31/2023 | Last Renewal Date: 11/14/2022 |

Associated Licenses

Relationship: Employment

Licensee: ABE Enterprises, Inc.

License Type: Engineer Firm

License #: PEF005264

License Status: Active

Established: 12/5/2007

Association Date:

Expiry:

Type: Prerequisite

Relationship: Employment

Licensee: Ses Geotechnical, Inc.

License Type: Engineer Firm

License #: PEF003359

License Status: Lapsed

Established:

Association Date:

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 31, 2023 16:8:6

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Kenneth D Houseman

Address:

Powder Springs GA 30127

Primary Source License Information

| | | |
|---------------------------|---|-------------------------------------|
| Lic #: PE030757 | Profession: Engineers / Land Surveyors | Type: Professional Engineer |
| Secondary: | Method: Comity | Status: Active |
| Issued: 11/21/2005 | Expires: 12/31/2024 | Last Renewal Date: 12/7/2023 |

Associated Licenses

Relationship: Employment

Licensee: NOVA Engineering And Environmental, LLC

License Type: Engineer Firm

License #: PEF005170

License Status: Active

Established:

Association Date: 7/5/2016

Expiry:

Type: Prerequisite

Relationship: Employment

Licensee: PSI, Inc.

License Type: Engineer Firm

License #: PEF000143

License Status: Active

Established: 5/11/2006

Association Date:

Expiry: 6/23/2016

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 30, 2024 8:28:24

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Brian Mark Anthony Smith

Address:

Snellville GA 30078

Primary Source License Information

| | | |
|---------------------------|---|--------------------------------------|
| Lic #: PE046805 | Profession: Engineers / Land Surveyors | Type: Professional Engineer |
| Secondary: | Method: Examination | Status: Active |
| Issued: 12/17/2020 | Expires: 12/31/2024 | Last Renewal Date: 10/23/2023 |

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 22, 2024 9:55:31

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Michael Wayne Mckenzie

Address:

Atlanta GA 30324

Primary Source License Information

| | | |
|--------------------------|---|--------------------------------------|
| Lic #: PE047046 | Profession: Engineers / Land Surveyors | Type: Professional Engineer |
| Secondary: | Method: Comity | Status: Active |
| Issued: 4/12/2021 | Expires: 12/31/2024 | Last Renewal Date: 10/31/2023 |

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 30, 2024 8:38:43

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



Addendum No. 1

Date: May 10, 2024
RFQu No. 24-752-023
Project Name: **Professional Services for Geotechnical, Environmental and Construction Material Testing Services**
Project Number: N/A

This Addendum modifies the **Request for Professional Services for Geotechnical, Environmental and Construction Material Testing Services**. Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

1. The submittal due date and time remains unchanged. Submittals are due by **2:00 PM** local time on, **Thursday, May 30, 2024**. The process for submission has changed. Qualifications are to be submitted electronically on the DCSD website at <https://dekalbschoolsga.ionwave.net/>.
Firms will be required to complete the following steps to successfully submit their response electronically:
 - a) Firms are required to register using the IONWAVE portal and obtain a username and password.
 - b) Firms will be required to upload all required documents identified under the Response Attachments tab.
 - c) After uploading all required documents, Bidders will need to click "Submit Response" under the Response Submission tab.
 - d) Once all of the required documents have been successfully uploaded, "Submitted" in green will appear next to Response Status.
 - e) **Your response has not been successfully submitted if you see the following message next to Response Status: NOT SUBMITTED – To complete your response, you must click 'Submit Response' in the Response Submission tab.**
2. The date for final questions remains unchanged. Questions are due no later than **2:00 PM** local time on **Wednesday, May 15, 2024**.
3. The date for the final addendum (if needed) remains unchanged. The final addendum will be posted by **2:00 PM** local time on **Wednesday, May 22, 2024**.
4. **Please note that Attachment C: Geotechnical Engineering Services Rate Schedule was accidentally omitted from the Attachment Package but is included with this Addendum.**

If the documents indicated below as attachments are not received with this addendum, contact the Procurement Manager at dcsd-op-bidquestion@dekalbschoolsga.org.

Attachments:

- A. **Request for Professional Services for Geotechnical, Environmental and Construction Material Testing Services**
Mandatory Pre-Submittal Conference Meeting Minutes (2 Pages)
- B. **Request for Professional Services for Geotechnical, Environmental and Construction Material Testing Services**
Mandatory Pre-Submittal Conference Sign-In Sheet (2 Pages)



Operations

C. ATTACHMENT C: GEOTECHNICAL ENGINEERING SERVICES RATE SCHEDULE (5 pages)

END OF ADDENDUM



RFQu24-752-023 Addendum 2
NOVA Engineering & Environmental, LLC
Supplier Response

Event Information

Number: RFQu24-752-023 Addendum 2
Title: Professional Services for Geotechnical, Environmental and Construction Material Testing Services
Type: Request for Qualifications for Prof. A/E Services
Issue Date: 4/25/2024
Deadline: 5/30/2024 02:00 PM (ET)
Notes: Provide professional Geotechnical, Environmental and Construction Material Testing services, as directed by the DCSD for projects and tasks as may be required on an as needed basis by the District. Scope of work includes but is not limited to basic Geotechnical, Environmental and Construction Material Testing services, bidding assistance and construction contract administration services as needed.

Contact Information

Contact: Dr. Tijauna Naylor-Smith
Address: 1780 Montreal Road
Tucker, GA 30084
Phone: (678) 6761313
Email: tijauna_naylor_smith@dekalbschoolsga.org

NOVA Engineering & Environmental, LLC Information

Contact: Audra Sabin
Address: 3900 Kennesaw 75 Parkway
Suite 100
Kennesaw, GA 30144
Phone: (770) 425-0777
Email: asabin@usanova.com
Web Address: <http://usanova.com>

By submitting your response, you certify that you are authorized to represent and bind your company.

Stephanie Hubbell

Signature

Submitted at 5/30/2024 11:06:04 AM (ET)

shubbell@usanova.com

Email

Supplier Note

Thank you for allowing NOVA Engineering and Environmental, LLC to submit our qualifications for review.

Requested Attachments

| | |
|--|---|
| Attachment A - Geotechnical, Environment and Construction Material Testing Services Checklist and Certification | Attachment A_NOVA.pdf |
| Please upload both pages. | |
| Attachment B1, B2, or B3 | Attachment B1_NOVA.pdf |
| Please upload the form that applies to your company. | |
| Attachment C Geotechnical, Environmental and Construction Material Testing Professional Rate Schedule Form | Attachment C_NOVA.pdf |
| Please upload all pages. | |
| Attachment - D Offeror's and Individuals' Affidavit of Noncollusion | Attachment D_NOVA.pdf |
| Please upload both pages. | |
| Attachment E - Conflict of Interest Disclosure Affidavit | Attachment E_NOVA.pdf |
| Please upload both pages. | |
| Attachment F - Consent to Release Information | Attachment F_NOVA.pdf |
| Attachment G - Immigration and Security Certification | Attachment G_NOVA.pdf |
| Please upload both pages. | |
| Attachment H No Submittal Response | No response |
| Professional Licenses | Staff PE Licenses_NOVA.pdf |
| Please upload valid professional licenses for prime contractor and sub-consultants. | |
| Georgia Secretary of State | GA Secretary of State_NOVA.pdf |
| Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. | |
| Technical Proposal | DeKalb School District RFQ 24-752-023 FINAL.pdf |
| Certificate of Insurance | DeKalb Certificate of Insurance_NOVA.pdf |

Copy of Valid Business License

Please upload a copy of your valid business license issued by the county or city.

Business License_NOVA.pdf

Confidential Financial Statement

Confidential Financial Statement
2023_NOVA.pdf

Additional Space

To be used for technical proposal if it needs to be broken up. NOT A REQUIRED UPLOAD.

No response

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 \$ TBD, 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.

OWNER:

GEOTECHNICAL, ENVIRONMENTAL
AND CONSTRUCTION MATERIAL
TESTING SERVICES:

DEKALB COUNTY BOARD OF EDUCATION

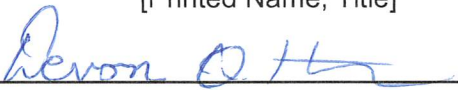
NOVA ENGINEERING AND
ENVIRONMENTAL, LLC

By: 
[Signature]

By: 
[Signature]

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

DENNIS SOUTHERN
[Printed Name]

By: 
[Signature]

Branch Manager
[Title]

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

1701 Mountain Industrial Blvd.

1859 Beaver Ridge Circle, Suite B

Stone Mountain, Georgia 30083
[Printed Address]

Norcross, Georgia 30071
[Printed Address]

8.30.24
[Date of Execution]

8/28/2024
[Date of Execution]

EXHIBIT "I"

CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

124398
EEV/Basic Pilot Program User Identification Number

06-01-2008
Date of Authorization

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

NOVA ENGINEERING
Company Name / Contractor Name

08-28-2024
Date

Dennis J. South
BY: Signature of Authorized Officer or Agent

8/28/2024
Date

BRANCH MANAGER
Title of Authorized Officer or Agent of Contractor

DENNIS SOUTHERN
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF AUGUST, 2024

Kimberly Adams Sinyard
Notary Public
My Commission Expires: 08-08-2027



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with **NOVA ENGINEERING AND ENVIRONMENTAL, LLC** (*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.

124398
EEV/Basic Pilot Program User Identification Number

06-01-2008
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.

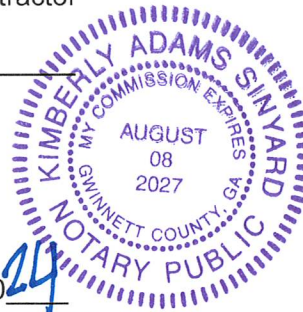
Dennis Southern
BY: Authorized Officer or Agent

8/28/2024
Date

NOVA ENGINEERING
(Subcontractor Name)

Branch Manager
Title of Authorized Officer or Agent of Subcontractor

Dennis Southern
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 26 DAY OF AUGUST, 2024

Kimberly Adams Sinyard
Notary Public
My Commission Expires: 08-08-2027