

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

**Design
Professional:** Goodwyn Mills Cawood, LLC

**Design
Professional Address:** 6120 Powers Ferry Road, NW
Atlanta, Georgia 30339

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

TABLE OF CONTENTS

Article 1	Professional Geotechnical, Environmental and Construction Material Testing Services' Responsibilities	1
Article 2	Owner's Responsibilities.....	5
Article 3	Schedule.....	6
Article 4	Compensation.....	8
Article 5	Ownership and License of Documents and Intellectual Property.....	9
Article 6	Maintenance of Records.....	11
Article 7	Indemnity.....	11
Article 8	Errors and Omissions Insurance.....	12
Article 9	Other Insurance.....	12
Article 10	Services by Geotechnical, Environmental and Construction Material Testing Professional's Own Staff.....	12
Article 11	Waiver of Claims.....	13
Article 12	Termination or Suspension.....	13
Article 13	Prohibition Against Contingent Fees.....	14
Article 14	Conflict of Interest.....	14
Article 15	Applicable Law.....	15
Article 16	Successors and Assigns.....	15
Article 17	No Third-Party Beneficiaries.....	15
Article 18	Cooperation with Program Manager and Construction Manager.....	15
Article 19	Asbestos Statement.....	16
Article 20	Mandatory Addendum to the Owner/Geotechnical, Environmental and Construction Material Testing Professional Agreement.....	16
Article 21	Entire Agreement.....	16
Article 22	Modification.....	16
Article 23	Notices and Address of Record.....	17
Article 24	Miscellaneous.....	17
Exhibit "A"	List of Proposal Documents for the Project.....	21
Exhibit "B"	Work Authorization Form.....	22
Exhibit "C"	Staffing Schedule.....	23
Exhibit "D"	Rate Schedule.....	24
Exhibit "E"	Other Insurance.....	28
Exhibit "F"	Asbestos Exclusion Certification Form.....	30

Exhibit "G"	Geotechnical, Environmental and Construction Material Testing Services Professional Proposal.....	31
Exhibit "H"	Mandatory Addendum to the Owner/Geotechnical, Environmental and Construction Material Testing Professional Agreement.....	99
Exhibit "I"	Contractor Affidavit.....	106
Exhibit "J"	Subcontractor Affidavit.....	108

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 **GOODWYN MILLS CAWOOD, LLC**, authorized to do business in the State of Georgia, whose business address is **6120 Powers Ferry Road, NW, Suite 200, Atlanta, Georgia 30339** (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 **Kevin Wales** 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:

6120 Powers Ferry Road, NW
Atlanta, Georgia 30339
Email: kevinwales@gmsnetwork.com

ATTENTION: Kevin Wales

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

ARTICLE 24

MISCELLANEOUS

- 24.1 Throughout the performance of its duties under this Contract, the Geotechnical, Environmental And Construction Material Testing Services shall comply with, and shall provide all services necessary for the Owner to comply with, all laws applicable to the design of the Project or the administration of the Construction Contract (as defined in Paragraph 18 hereof), including without limitation the rules, guidelines, and other requirements of the State of Georgia Environmental Protection Division, the State of Georgia Department of Education and the ordinances and codes of DeKalb County, Georgia and any applicable municipality.
- 24.2 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day. The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by Owner.

- 24.3 In addition to, and not in limitation of, the Geotechnical, Environmental And Construction Material Testing Services' other obligations under this Contract, the Geotechnical, Environmental And Construction Material Testing Services shall, without additional compensation, promptly assist the Owner in resolving any problems arising out of, resulting from or relating to the design of the Project or the materials or equipment specified by the Geotechnical, Environmental And Construction Material Testing Services or its consultant(s).
- 24.4 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Geotechnical, Environmental And Construction Material Testing Services, The Geotechnical, Environmental And Construction Material Testing Services may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Geotechnical, Environmental And Construction Material Testing Services shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the responsibility for the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 24.5 Georgia Security And Immigration Compliance Act Requirements. Geotechnical, Environmental And Construction Material Testing Services certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90, *et seq.* Geotechnical, Environmental And Construction Material Testing Services warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Geotechnical, Environmental And Construction Material Testing Services further agrees that if it contracts for the physical performance of Services in satisfaction of this Contract, it will do so only with firms who present an affidavit as required by O.C.G.A. § 13-10-91. Geotechnical, Environmental and Construction Material Testing Services warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of Services in satisfaction of this Contract. The Geotechnical, Environmental And Construction Material Testing Services shall sign and deliver to the Owner a Geotechnical, Environmental and Construction Material Testing Services Affidavit, in the form attached hereto as **Exhibit I** and shall have any subcontractors sign and deliver to the Geotechnical, Environmental And Construction Material Testing Services a Subcontractor Affidavit in the form attached hereto as **Exhibit J**.
- 24.6 Geotechnical, Environmental And Construction Material Testing Services acknowledges that pursuant to state law, as well as Owner's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of the site of any Project. Grantee shall comply with all relevant laws, rules and regulations, including without limitation, the aforementioned state law, in the performance of any activities on the site.
- 24.6 No failure of Owner to exercise any power given Owner under this Contract, or to insist upon strict compliance by Geotechnical, Environmental And Construction Material Testing Services Of Geotechnical, Environmental And Construction Material Testing Services'

obligations hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Owner's right to demand strict compliance with the terms hereof.

- 24.7 Owner shall be excused from the performance of any of its obligations under this Contract for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of Owner.
- 24.8 If any clause or provision of this Contract is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Contract and the unaffected terms and provisions shall remain in full force and effect.
- 24.9 Each covenant, agreement, obligation or other provision of this Contract on Geotechnical, Environmental And Construction Material Testing Services' part to be performed shall be deemed and construed as independent covenants of Geotechnical, Environmental And Construction Material Testing Services, not dependent on any other provisions of this Contract.
- 24.10 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Contract, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.
- 24.11 Each individual executing this Contract on behalf of Geotechnical, Environmental And Construction Material Testing Services represents and warrants that he or she is duly authorized to execute this Contract on behalf of Geotechnical, Environmental And Construction Material Testing Services, and that Geotechnical, Environmental And Construction Material Testing Services has full right and authority to execute and deliver this Contract.

[SIGNATURES ON NEXT PAGE]

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: _____


[Signature]

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

By: _____


[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

10/8/2024
[Date of Execution]

Erick Hofstetter, Chief Operating Officer



GEOTECHNICAL, ENVIRONMENTAL AND
CONSTRUCTION MATERIAL TESTING
SERVICES:

GOODWYN, MILLS CAWOOD, LLC

[Typed Name]

By: _____


[Signature]

Kevin Wales, PE, Executive Vice President,
Geotechnical and Construction Services
[Printed Name, Title]

6120 Powers Ferry Rd. NW, Suite 200

Atlanta, Georgia 30339
[Printed Address]

September 4, 2024
[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-023

RFQu 24-752-023 Attachment Package

RFQu 24-752-023 Appendices Package

Addendum No. 1 Dated May 10, 2024

Addendum No. 2 Dated May 22, 2024

Attachments:

A. Professional Geotechnical, Environmental and Construction Material Testing Services

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

B. Professional Geotechnical, Environmental and Construction Material Services

Revised Appendix C1 DCSD Elementary School Educational Specifications (8 pages)

C. Professional Geotechnical, Environmental and Construction Material Services

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

D. Professional Geotechnical, Environmental and Construction Material Services

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

E. Professional Geotechnical, Environmental and Construction Material Services

Revised Appendix D Design Guidelines (51 Pages)

F. Professional Geotechnical, Environmental and Construction Material Services

Mandatory Pre-Proposal Conference Meeting Minutes (3 Pages)

G. Professional Geotechnical, Environmental and Construction Material

Mandatory Pre-Proposal Conference Sign-In Sheet (3 Pages)

EXHIBIT "B"

WORK AUTHORIZATION FORM

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

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

PROJECT NAME AND NUMBER

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

SCOPE OF SERVICES

Owner hereby authorizes Geotechnical, Environmental and Construction Material Testing Services to provide the following Services for the Project:

SCHEDULE

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

COMPENSATION

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

EXHIBIT "C"

STAFFING SCHEDULE

<u>Name</u>	<u>Function</u>
Kevin Wales, PE	Geotechnical Engineering-Project Principal
Michael McNeil, PE	Senior Geotechnical Engineer
Phil Collins, PE	Senior Geotechnical Engineer
Mel Christian, CET	CMT Manager
Tucker Christian	CMT Project Manager
Ed DiTommaso, AICP, GISP, MS4CECI	Environmental Principal

Consultants

Premier Drilling, LLC	Drilling Contractor
Applied Technical Services (ATS)	Structural Steel Inspection

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,

Kevin W. Wales, PE

[legal name of Engineer]

6120 Powers Ferry Road NW, Suite 200

Atlanta, GA 30339

[address of Engineer]

770-952-2481

[telephone number of Engineer]

kevin.wales@gmcnetwork.com

[email address of Engineer]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>250.00</u> per hour
Sr. Engineer:	\$ <u>200.00</u> per hour
Project Engineer:	\$ <u>150.00</u> per hour
Sr. Environmental Lead:	\$ <u>175.00</u> per hour
Environmental Specialist:	\$ <u>150.00</u> per hour
Technical/CADD Tech:	\$ <u>100.00</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		\$	300.00 (0-15')
Deep Boring – At least 15 Ft.		\$	17.00/ foot, greater than 15'
Manual Hand-Auger Borings		\$	125.00 each
Seismic Site Class in Accordance with ASCE 7-10 based on shear wave velocity method.		\$	3,000 each
Seismic Risk-based hazard analysis in accordance with ASCE 7-10		\$	3,500 each
Mobilization of Drill Rig		\$	750
Consolidation Test		\$	400
Undisturbed (Shelby Tube) Sample		\$	75
Natural Moisture Content Test		\$	5
Atterberg Limits Test		\$	75
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.		\$	8,000
Phase I - Environmental Disclosure (Executive Summary) in accordance with current ASTM protocol.		\$	included in Phase 1
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.		\$	included in Phase 1
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.		\$	included in Phase 1
ARCHIE Study		\$	see Note 1
ALOHA Study		\$	included in Phase 1*
Conduct Phase II – Environmental Study (and Report)		\$	scope dependent
Laboratory Testing		\$	scope dependent
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.		\$	\$ 65.00
ITEM 2: Earthwork – ICC Certified Engineering Technician: Inspection of soil fill placement and in-place density testing in accordance with ASTM D2937 or D2922.		\$	\$ 65.00
ITEM 3: IBC Special Inspector for Building, Slab, Foundations & Walls:			
3.1 Foundation inspections and bearing capacity verifications.		\$	\$ 65.00
3.2 Sub-grade evaluation.		\$	\$ 65.00
3.3 Steel reinforcing inspections.		\$	\$ 65.00
ITEM 4: Concrete – ACI Certified Engineering Technician for Building & Concrete Retaining Walls: Sampling and testing of concrete & grout.		\$	\$ 65.00
ITEM 5: Concrete Masonry Testing: Certified Concrete Masonry Inspector		\$	\$ 65.00
ITEM 6: Sprayed Fire-Resistant Materials Inspector: Certified SFRM Inspector		\$	\$ 85.00
ITEM 7 - Structural Steel Inspector:		\$	\$ 100.00

Note 1: Software to perform the ARCHIE Study is no longer available.

* cost is dependent on the site location and surrounding area.

7.1 Site Inspection & Testing of connection bolts, welds, and decking.	\$	\$ 100.00
7.2 Full Penetration Weld Inspections – Ultrasound testing	\$	\$ 125.00
ITEM 8– Asphalt Testing - Senior Engineering Technician: Coring of asphalt for thickness and density determination of binder and surface courses.	\$	\$ 85.00
ITEM 9 - Laboratory Testing		
9.1 Concrete Cylinders	\$ 12.00 ea	\$
9.2 Compressive Strength Testing Grout Prisms	\$ 25.00 ea	\$
9.3 Soil - Standard Moisture Density Relationship Tests	\$ 125.00 ea	\$
9.4 GAB - Modified Moisture Density Relationship Tests	\$ 150.00 ea	\$
9.5 Asphalt Lab Testing Density & Thickness Determination	\$ 100.00 ea	\$
9.6 SFRM Samples: Density & Thickness Determination	\$ 75.00 ea	\$
ITEM 10 – Principal Engineer: Professional Registered Engineer for Engineering Consulting and Report Review	\$	\$ 200.00

- c. The undersigned Engineer hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]
#1 - 5/10/2024; #2 - 5/22/2024
- d. The Engineer understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.
- e. The Engineer agrees that this Proposal may not be withdrawn for a period of one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals.
- f. The undersigned Engineer agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within one hundred and twenty (120) calendar days after the date and time fixed for receiving said Proposals, the undersigned Engineer will execute, within three (3) business days of the date of the notice, a contract for the Design Services and the Work in accordance with the Request for Qualifications in the exact form provided therein for the Contract Price as agreed upon by the Owner and Engineer.
- g. The undersigned Engineer agrees to commence the Design Services under the Owner's form of contract after its receipt of a written Notice to Proceed from the Owner.

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

- (1) Engineer has read and understands the Proposal Documents and the Proposal is made in accordance therewith;
- (2) Engineer has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Design Services or the Work for which the Proposal is submitted;

- (3) the Proposal is based upon furnishing all of the Design Services and the Work, and other things required by the Proposal Documents; and
- (4) all facts stated in the Proposal are true and correct.

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

Respectfully submitted,
Kevin W. Wales, PE

[typed name of Engineer]

By: Kevin Wales [seal]
[signature]

Kevin W. Wales, PE

[typed name and title]



6120 Powers Ferry Road NW, Suite 200, Atlanta, GA 30339

[address of Engineer]

(770) 952-2481

[business telephone number]

5-28-2024

[date of execution]

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

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**

Professional Services for Geotechnical, Environmental and Construction Material Testing Services

for DeKalb County School District

RFQu Project No. 24-752-023

Submitted May 30, 2024



Building
Communities



www.gmcnetwork.com

May 30, 2024

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

Re: **RFQu Project No. 24-752-023** - DeKalb County School District
Professional Services for Geotechnical, Environmental, and Construction
Material Testing Services

Dear Members of the Selection Committee,

DeKalb County School District project fits perfectly into GMC's suite of core geotechnical services capabilities. GMC Georgia prides itself on its flexibility and persistence and is well qualified to successfully complete your projects. The strengths of our team include:

Geotechnical, Environmental and Material Testing Experience.

- GMC laboratory is accredited by and participates in the sample proficiency program administered by AASHTO, ASTM, and CCRL.
- GMC's Project Manager and technicians are certified by ACI, GDOT, and ICC in multiple categories and have the experience to perform the requested scope of services.
- GMC is pre-qualified in Area Classes 6.04(a) and 6.04(b) along with other GDOT 6 Classes.
- Our environmental team has conducted environmental site assessments and risk hazard analysis according to GDOE Guidelines for educational facility sites.

Commitment to Meeting Schedule Requirements. GMC understands accelerated schedules and is committed to providing our test reports and results in a timely manner.

Our Values. GMC cares about our clients and what we do. We come to work because we enjoy what we do, not because we have to. We want to be all things to the DeKalb County School District. If we can't do it, we will find someone who can. We want to be your trusted resource – a "first stop shop" to make what you do easier. Our team of highly qualified engineers and construction specialists give great value to the design and construction team and the DeKalb County School District.

We appreciate the opportunity to present our qualifications and look forward to providing these services to DeKalb County School District. We assure you that our team will utilize every resource to provide the highest quality service.

This is our promise!

Sincerely,



H. Mel Christian

CMT Manager
mel.christian@gmcnetwork.com • (404) 353-1963



Kevin Wales, PE

Executive Vice President, Geotechnical and Construction Services
kevin.wales@gmcnetwork.com • (770) 952-2481



Goodwyn Mills Cawood

6120 Powers Ferry Rd NW
Suite 200
Atlanta, Georgia 30339

T (770) 952-2481
F (770) 955-1064
www.gmcnetwork.com

Building Communities.



Contents

Cover Letter/Summary

A Compliance Information 4-23

B Initial Screening Criteria.....24-50

C Required Forms (Uploaded to on-line portal per RFP).51



More Online

Please scan the QR code to the right for a short video about GMC and be sure to visit our website at: gmcnetwork.com.





Section A
Compliance Information



Section A Compliance Information

4.3.1: Certification

4.3.1.1. State the legal name of the entity submitting and if Firm submitting is a corporation, joint venture, or partnership.

Goodwyn Mills Cawood, LLC. (GMC) is an employee-owned, multi-disciplined architecture and engineering firm providing all of the professional services associated with architecture, interior design, engineering (civil, geotechnical, environmental, transportation, and electrical) landscape architecture, master planning, surveying, and construction administration and testing. Several shareholders will be assigned to your project. With origins in 1947 as a municipal civil engineering firm, our firm of over 550 talented and highly qualified professionals currently implements over \$1 billion worth of construction projects annually.

GMC was formally incorporated in Alabama in its current form as a privately owned corporation on June 12, 1985.

GMC is submitting to DeKalb County Board of Education as a Partnership.

4.3.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State.


GMC is certified by the Georgia Secretary of State to do business in Georgia. Please refer to the following page for a copy of certification for proper registration from Georgia Secretary of State.

Educational Leadership


The company has a lengthy history of design leadership in K-12 education and has been recognized with numerous awards in the past 10 years for its impressive resume of successful school projects, including new construction, renovations, and additions. See sidebar for selected educational and national awards.

Firm Rankings

 **3**
Education Design Firms 2023
ENR Southeast

 **16**
Top Design Firms in the Southeast 2023 - ENR Southeast

 **26**
Top A/E Design Firms 2023
BD+C Giants 400 Report

 **54**
K-12 School Design Firms 2023
BD+C Giants 400 Report

 **163**
Top 500 Design Firms 2023
ENR

“ The GMC team brings a wealth of experience to our efforts. The firm has a history of success in the K-12 industry and it shows. The team has been responsive and client focused every step of the way to ensure the success of these efforts. ”

— Patrick Burke, former Chief Operations Officer, Fulton County Schools, Board of Education

Section A Compliance Information

GMC Georgia Licenses

Control Number : 21004990

STATE OF GEORGIA

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

CERTIFICATE OF AUTHORITY

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

Goodwyn Mills Cawood LLC
a Foreign Limited Liability Company

has been duly formed under the laws of **Alabama** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **12/18/2020**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **01/08/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

Section A Compliance Information

GMC Georgia Licenses continued

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

Annual Registration *Electronically Filed*
Secretary of State
Filing Date: 01/09/2022 12:41:48

BUSINESS INFORMATION

BUSINESS NAME : Goodwyn Mills Cawood LLC
CONTROL NUMBER : 21004990
BUSINESS TYPE : Foreign Limited Liability Company
JURISDICTION : Alabama
ANNUAL REGISTRATION PERIOD : 2022, 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 2660 Eastchase Ln Suite 200, Montgomery, AL, 36117, USA
REGISTERED AGENT NAME : James Teel, Jr.
REGISTERED OFFICE ADDRESS : 6120 Powers Ferry Rd NW Suite 350, Atlanta, GA, 30339, USA
REGISTERED OFFICE COUNTY : Fulton

UPDATES TO ABOVE BUSINESS INFORMATION

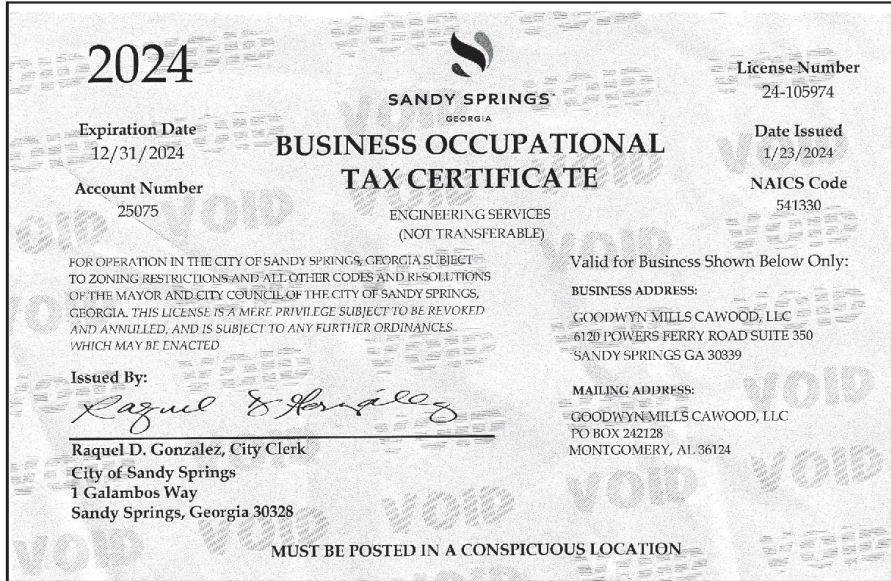
PRINCIPAL OFFICE ADDRESS : 2660 Eastchase Ln Suite 200, Montgomery, AL, 36117, USA
REGISTERED AGENT NAME : James Teel, Jr.
REGISTERED OFFICE ADDRESS : 6120 Powers Ferry Rd NW Suite 200, Atlanta, GA, 30339, USA
REGISTERED OFFICE COUNTY : Fulton

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Amanda Davis
AUTHORIZER TITLE : Authorized Person

Section A Compliance Information

GMC Georgia Licenses continued



4.3.2: Firm’s Registration, Licensure, and Certifications


4.3.2.1 Provide a copy of current Georgia Professional Registration for Architect/Engineer.

A copy of Architecture and Engineering Licenses from Georgia Secretary of State are included below:



Section A Compliance Information

GMC Georgia Licenses continued

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION		
You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.		
NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
Goodwyn, Mills & Cawood, LLC 6120 Powers Ferry Road NW, Suite 200 Atlanta, GA 30339	March 9, 2023	December 8, 2025
SIGNATURE 		
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input checked="" type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input checked="" type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input checked="" type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input checked="" type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input checked="" type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
2. Mass Transit Operations <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input checked="" type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection	
3. Highway Design Roadway <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input checked="" type="checkbox"/> 3.08 Landscape Architecture	5. Topography <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04a Aerial Photography/Conventional Aircraft <input type="checkbox"/> 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade <input type="checkbox"/> 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade) <input type="checkbox"/> 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade) <input type="checkbox"/> 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade) <input type="checkbox"/> 5.06d Topographic Remote Sensing (SONAR) <input type="checkbox"/> 5.06e Topographic Remote Sensing Thermal and Infrared <input checked="" type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
	6. Soils, Foundation & Materials Testing <input checked="" type="checkbox"/> 6.01a Soil Surveys <input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies <input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input checked="" type="checkbox"/> 6.04a Laboratory Materials Testing <input checked="" type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
	8. Construction <input type="checkbox"/> 8.01 Construction Supervision <input checked="" type="checkbox"/> 8.02 Airport Construction Administration and Observation	
	9. Erosion and Sedimentation Control <input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

Section A Compliance Information

GMC Georgia Licenses continued



SCOPE OF AASHTO ACCREDITATION FOR:
 Goodwyn Mills Cawood, LLC
 in Buford, Georgia, USA

Quality Management System


Standard:	Accredited Since:
R18 Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	08/22/2022
C1077 (Concrete) Laboratories Testing Concrete and Concrete Aggregates	08/22/2022
D3666 (Aggregate) Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	08/25/2022
D3740 (Soil) Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	01/18/2023
E329 (Aggregate) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	08/25/2022
E329 (Concrete) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	08/22/2022
E329 (Soil) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	01/18/2023

Page 1 of 4

This certificate was generated on 02/29/2024 at 2:48 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Section A Compliance Information

GMC Georgia Licenses continued




SCOPE OF AASHTO ACCREDITATION FOR:
 Goodwyn Mills Cawood, LLC
 in Buford, Georgia, USA

Soil

Standard:	Accredited Since:
D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	08/25/2022
D698 The Moisture-Density Relations of Soils Using a 5.5 lb (2.5 kg) Rammer and a 12 in. (305 mm) Drop	08/25/2022
D1140 Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve	08/25/2022
D1557 Moisture-Density Relations of Soils Using a 10 lb (4.54 kg) Rammer and an 18 in. (457 mm) Drop	08/25/2022
D2216 Laboratory Determination of Moisture Content of Soils	08/25/2022
D2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)	08/25/2022
D2488 Description and Identification of Soils (Visual-Manual Procedure)	08/25/2022
D4318 Determining the Liquid Limit of Soils (Atterberg Limits)	08/25/2022
D4318 Plastic Limit of Soils (Atterberg Limits)	08/25/2022
D6938 In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	08/25/2022

Page 2 of 4

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SCOPE OF AASHTO ACCREDITATION FOR:
 Goodwyn Mills Cawood, LLC
 in Buford, Georgia, USA

Aggregate


Standard:	Accredited Since:
C117 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	08/25/2022
C136 Sieve Analysis of Fine and Coarse Aggregates	08/25/2022
C566 Total Moisture Content of Aggregate by Drying	08/25/2022
C702 Reducing Samples of Aggregate to Testing Size	08/25/2022
D75 Sampling Aggregate	08/25/2022

Page 3 of 4

This certificate was generated on 02/29/2024 at 2:48 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Section A Compliance Information

GMC Georgia Licenses continued



SCOPE OF AASHTO ACCREDITATION FOR:

Goodwyn Mills Cawood, LLC
in Buford, Georgia, USA

Concrete

Standard:	Accredited Since:
C31 Making and Curing Concrete Test Specimens in the Field	08/22/2022
C39 Compressive Strength of Cylindrical Concrete Specimens	08/22/2022
C78 Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	08/22/2022
C138 Density (Unit Weight), Yield, and Air Content of Concrete	08/22/2022
C143 Slump of Hydraulic Cement Concrete	08/22/2022
C172 Sampling Freshly Mixed Concrete	08/22/2022
C173 Air Content of Freshly Mixed Concrete by the Volumetric Method	08/22/2022
C231 Air Content of Freshly Mixed Concrete by the Pressure Method	08/22/2022
C511 Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	08/22/2022
C617 (5000 psi and below) Capping Cylindrical Concrete Specimens	08/22/2022
C1064 Temperature of Freshly Mixed Portland Cement Concrete	08/22/2022
C1231 (6000 psi and below) Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders	08/22/2022

Page 4 of 4

This certificate was generated on 02/29/2024 at 2:48 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashsource.org/aap/accreditation-directory

Section A Compliance Information

Eligible Firms		Address	Main Telephone Number	Technical Contact	Business Contact	Expiration Date	Type of Services Offered													
							Special Inspection/Performance	Material	Concrete	Rebar	Other	Soils	Foundation	Structural	Geotechnical	Environmental	Construction	Other		
							Special Inspection/Performance	Material	Concrete	Rebar	Other	Soils	Foundation	Structural	Geotechnical	Environmental	Construction	Other		
EMC Engineering Services, Inc. Kennesaw Branch Office	1515 Highway 21 South, Kennesaw, GA 30144	918-337-9533	AC Helms, PE kenn_helms@emc-eng.com	Adrian Ragsdale adrian_ragsdale@emc-eng.com	1-Jun-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
EMC Engineering Services, Inc. Dalton Branch Office	1411 Merchants Way, Ste. 201, Dalton, GA 30705	918-764-7922	Ordy P Rogers, PE ordy_rogers@emc-eng.com	Adrian Ragsdale adrian_ragsdale@emc-eng.com	1-Jun-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
GEO-HYDRO Engineers, Inc. Main (Kennesaw) Office	4193 Chastain Center Blvd, Ste. 450, Kennesaw, GA 30144	770-426-7100	Michael C. Woody, PE mwoody@geohydro.com	Michael C. Woody, PE mwoody@geohydro.com	18-Dec-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
GEO-HYDRO Engineers, Inc. Atlanta Branch Office	590 Ben Burton Rd, Ste. C, Roswell, GA 30075	770-554-8700	Kyle Rheinstein, P.E. krheinstein@geohydro.com	Kyle Rheinstein, P.E. krheinstein@geohydro.com	18-Dec-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
GHD Services, Inc.	41 Chastain Center South, Kennesaw, GA 30144	918-730-3981	William Chuck Eubank, PE Chuck.Eubank@ghd.com	Sean M. MacChubb sean.m.maccubb@ghd.com	14-Nov-2024	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Geotech MGA Consulting, LLC	1100 Powers Ferry Road, Suite 200, Atlanta, GA 30329	770-997-0681	Keris Wynne Wales, PE keris.wales@geonetwerk.com	Amanda Davis amanda.davis@geonetwerk.com	13-Oct-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Grounded Engineering Services, LLC	1100 Powers Ferry Road, Suite 200, Atlanta, GA 30329	678-869-3199	Christopher Settles, PE csettles@groundedservices.com	Christopher Settles, PE csettles@groundedservices.com	3-Feb-2026	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Matrix Engineering Group, Inc.	4250 Chamblee Dunwoody Rd, Ste. 3, Tucker, GA 30084	770-449-3124	Amir A. Tashk, PE, D. GE amir@matrixengr.com	Amir A. Tashk, PE, D. GE amir@matrixengr.com	3-May-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
MIC Regional	1073 South Rd, NW, Ste. 100, Kennesaw, GA 30144	770-419-0872	Prashanth Yaddu, PE P.Yaddu@micregional.com	Rachael Sadler rsadler@micregional.com	29-Oct-2024	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Moore and Associates, Engineering and Consulting, Inc.	1000 East Ave., N. Atlanta, NC 28614	802-279-7799	Philip Daniel Hart, PE p.dhart@mooreinc.com	Philip Daniel Hart, PE p.dhart@mooreinc.com	14-Nov-2024	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
NOVA Engineering & Environmental, LLC Main (Kennesaw) Office	2000 Kennesaw 13, Pkwy Ste. 100, Kennesaw, GA 30144	770-429-9777	Kenneth D. Housman, PE khousman@novae.com	Kenneth D. Housman, PE khousman@novae.com	4-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
NOVA Engineering & Environmental, LLC Augusta Branch Office	1414 Harbick Road, Augusta, GA 30909	706-334-8621	Stephen Bryant, PE sbryant@novae.com	Patrick Brumback pbrumback@novae.com	4-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
NOVA Engineering & Environmental, LLC Roswell Branch Office	222 Concourse Dr., Ste. B, Roswell, GA 30082	678-487-0481	Marcus D. Johnston, PE mjohnston@novae.com	Artem Tati atati@novae.com	4-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
NOVA Engineering & Environmental, LLC College Park Branch Office	1416 S Sullivan Rd, College Park, GA 30227	770-429-9777	Stephen W. Lashberg, PE slashberg@novae.com	Debra Brumback dbrumback@novae.com	4-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
NOVA Engineering & Environmental, LLC Marietta Branch Office	1836 Beaver Ridge Cir, Ste. B, Marietta, GA 30067	770-567-1414	Marcus D. Johnston, PE mjohnston@novae.com	Dana Williams dwilliams@novae.com	4-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
NOVA Engineering & Environmental, LLC Tallahassee, FL Office	4700 Woodlane Cir, Ste. A, Tallahassee, FL 32302	850-421-6682	Michael D. Reed, PE mreed@novae.com	Artem Tati atati@novae.com	4-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Ordo Construction Services, Inc.	48 Woodloch Bl, Roswell, GA 30086	678-720-9499	Dennis J. Bray, P.E. dbray@ordos.com	Dennis J. Bray, P.E. dbray@ordos.com	7-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Perkins Geotechnical Consulting, LLC	4713 19th St, Milledgeville, GA 31217	478-474-9941	Kevin Michael Harris, PE kharris@perkinsllc.com	Kevin M. White kwhite@perkinsllc.com	28-Sep-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Raymond Engineering-Georgia, Inc.	1033 Green H., Suite A, Cumming, GA 30029	770-487-9992	Ray Ransom, PE, RRC ray.ransom@raymond-ge.com	Michael Ransom mike.ransom@raymond-ge.com	26-May-2025	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		

5/24/2024

Section A Compliance Information

List of Technical Certifications

Technician	Certification	Expiration Date
Tucker Christian	ACI Concrete Field Testing Technician- Level 1	5/8/2025
	ACI Concrete Laboratory Testing Technician- Level 1	2/12/2028
	ACI Aggregate Base Testing Technician	12/5/2027
	ACI Concrete Laboratory Testing Technician - Level 1	3/12/2028
	ACI Concrete Strength Testing Technician	3/12/2028
	ICC Structural Steel and Bolting Special inspector	5/17/2027
	ICC Reinforced Concrete Special Inspector	5/17/2027
	ICC Structural Masonry Special Inspector	5/17/2027
	ICC Soils Special Inspector	5/17/2027
	GDOT Roadway Testing Technician	N/A
	NPDES Level 1 A	3/13/2025
Certified F-Number Technician	N/A	
Kyle Lenz	ACI Concrete Field Testing Technician- Level 1	5/6/2027
	ICC Soils Special Inspector	3/13/2028
	NPDES Level 1 A	3/20/2025
	GDOT Concrete Batcher	3/18/2025
	GDOT Concrete Technician	N/A
Jordan Hamilton	ACI Concrete Field Testing Technician- Level 1	6/10/2027
	ACI Aggregate Base Testing Technician	12/5/2027
	NPDES Level 1 A	4/22/2025
	GDOT Roadway Testing Technician	N/A
	ICC Soils Special Inspector	5/22/2027
Mel Christian	ICC Prestressed Concrete Special Inspector	4/24/2027
	ICC Reinforced Concrete Special Inspector	4/24/2027
	ICC Soils Special Inspector	4/24/2027
	ICC Structural Masonry Special Inspector	4/24/2027
	ICC SFRM Special Inspector	4/24/2027
	Building Inspector	4/24/2027
	NPDES Level 1 B	3/27/2025



Section A Compliance Information

Subcontractor: ATS (Structural Steel) Certifications



Section A Compliance Information



Subcontractor: ATS (Structural Steel) Certifications

 Applied Technical Services	APPLIED TECHNICAL SERVICES 1049 Triad Court Marietta, GA 30062 (770) 423-1400 Fax (770) 514-3299 FAA# HC4R227M
QUALIFICATION AND CERTIFICATION OF NONDESTRUCTIVE INSPECTION PERSONNEL	
I hereby certify that the following named employee of Applied Technical Services possesses the necessary qualifications and is certified to perform the level of inspection as indicated in accordance with ATS Procedure No(s):	
110.1 Rev. 47	
Name:	Clarence Whitt
Inspection Method:	Magnetic Particle
Inspection Technique:	Yoke
Qualification Level:	III
Education:	GED Diploma - State of Tennessee - 1994
Experience:	Applied Technical Services - August 2021 to present Steel, LLC - November 2015 - March 2017 QC Laboratories, Dunlop NDT -2014 Southern Erectors Inc., - May 2013- January 2014 Mr. Whitt has over 4 years of experience beyond the NDT Level II requirements in NDT in an assignment at least comparable to that of an NDT Level II in Magnetic Particle Testing.
Training:	Successful completion of the following: Applied Technical Services - Magnetic Particle Testing Level I/II - 24 Hours - August 2017
SNT-TC-1A	Exam Grade (%)
Basic	80.0*
Method	76.9
Specific	86.6
Practical Procedure	80.0
Demonstration (avg of 2)	94.0
Composite Score	83.5
Certification Date:	5/22/2023
Certification Expiration Date:	12/20/2027
Technical Performance	TPE Exp date: N/A
Evaluation	Date performed
Authorized Signature:  Printed Name: Tony Battaglia (SNT-TC-1A) Corporate NDT Level III Date: 5/22/2023	
Comments: *ASNT Cert. # 213960 used to satisfy the Basic examination Expires 10/2026	
Annual Surveillance Record	
1st Annual	N/A
2nd Annual	N/A
Date Completed: _____ Name: _____ Signature: _____	

This certification is only valid when performing work while actively employed by Applied Technical Services.
 AT5 110.1 V2.2 Please call 770-423-1400 to verify current employment status.

Section A Compliance Information

Subcontractor: ATS (Structural Steel) Certifications

 Applied Technical Services	APPLIED TECHNICAL SERVICES 1049 Triad Court Marietta, GA 30062 (770) 423-1400 Fax (770) 514-3299 FAA# HC4R227M	
QUALIFICATION AND CERTIFICATION OF NONDESTRUCTIVE INSPECTION PERSONNEL		
I hereby certify that the following named employee of Applied Technical Services possesses the necessary qualifications and is certified to perform the level of inspection as indicated in accordance with ATS Procedure No(s):		
110.1 Rev. 47		
Name:	Clarence Whitt	
Inspection Method:	Ultrasonic Qualification Level: <u>III</u>	
Inspection Technique:	Contact: Straight Beam (0°), Contact: Angle Beam Shear, Phased Array	
Education:	GED Diploma - State of Tennessee - 1994	
Experience:	Applied Technical Services - August 2021 to present Steel, LLC - November 2015 - March 2017 QC Laboratories, Dunlop NDT -2014 Southern Erectors Inc., - May 2013- January 2014 Mr. Whitt has over 4 years of experience beyond the NDT Level II requirements in NDT in an assignment at least comparable to that of an NDT Level II in Ultrasonic Testing. This includes greater than 320 hours of Phased Array UT experience.	
Training:	Successful completion of the following: NDT Training and Testing Center - UT Level I - 40 Hours, July 2013 NDT Training and Testing Center - UT Level II - 40 Hours, July 2013 Applied Technical Services - Advanced Phased Array Training - 80 Hours - 2018	
SNT-TC-1A	Exam Grade (%)	Authorized Signature:  Printed Name: <u>Tony Battaglia</u> (SNT-TC-1A) Principal NDT Level III Date: <u>**9/14/2023</u>
Basic	80.0*	
Method	80.0*	
Specific	80.0	
Practical Procedure	80.0	
Demonstration (avg of 2)	85.0	
Composite Score	84.4	Comments: *ASNT Cert. # 213960 used to satisfy the Basic and Method examinations. Expires 10/2026. ** Added PAUT to certification record.
Certification Date:	4/17/2022	Certification Expiration Date: 10/31/2026
Technical Performance	TPE Exp date: N/A	Name: _____
Evaluation	Date performed	Signature: _____
Due Date		Annual Surveillance Record
1st Annual	N/A	Date Completed: _____ Name: _____ Signature: _____
2nd Annual	N/A	Date Completed: _____ Name: _____ Signature: _____

This certification is only valid when performing work while actively employed by Applied Technical Services.
 ATS 110.1 3/2022 V2.1 Please call 770-423-1400 to verify current employment status.

Section A Compliance Information

GMC Georgia Licenses - Professional Licenses

PROFESSIONAL LICENSING
 GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER
 CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information
 Name: Kevin Wayne Wales
 Address:
 Birmingham AL 35209

Primary Source License Information

Lic#:	PE046948	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Comby	Status:	Active
Issued:	9/18/2021	Expires:	12/31/2024	Last Renewal Date:	12/18/2023

Associated Licenses: No Prerequisite Information

Kevin Wales, Project Manager
 Professional Engineer License No. PE046948

PROFESSIONAL LICENSING
 GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER
 CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information
 Name: Michael Joseph McNeill
 Address:
 Chatsworth AL 35043

Primary Source License Information

Lic#:	PE045033	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Comby	Status:	Active
Issued:	9/18/2019	Expires:	12/31/2021	Last Renewal Date:	12/26/2023

Associated Licenses: No Prerequisite Information

Michael McNeill, Geotechnical Manager
 Professional Engineer License No. PE045033

PROFESSIONAL LICENSING
 GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER
 CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information
 Name: Phillip J Collins
 Address:
 Brentwood TN 37017

Primary Source License Information

Lic#:	PE045729	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Comby	Status:	Active
Issued:	4/2/2020	Expires:	12/31/2024	Last Renewal Date:	12/26/2023

Associated Licenses: No Prerequisite Information

Phillip J. Collins, Geotechnical Manager
 Professional Engineer License No. PE045729

NOTE: The following Georgia licenses are not included due to their support roles or not applicable Georgia PE licenser.

1. **Mel Christian**, Construction Services Manager, is licensed as a Level 1B Certified Design Professional.
2. **Tucker Christian**, Construction Project Inspector, is licensed as a Level 1A Certified Design Professional.
3. **Ed DiTommaso**, Environmental Engineer, is licensed as a Geographic Information Systems Professional and MS4 Compliance and Enforcement Certified Inspector.

4.3.2.2 Joint Venture agreement and current Georgia Professional Registration.

Not Applicable. GMC is not proposing as a joint venture.

Section A Compliance Information

4.3.3: Company Information

4.3.3.1 Number of years in business.

GMC has been in business since 1947 (77 years).



Office Locations

Goodwyn Mills Cawood (GMC), LLC is one of the largest architecture and engineering firms in the region with offices across the Southeast. Whether designing schools, parks, hospitals and other commercial developments, or providing clean water, safe streets and protecting endangered environments, GMC takes great pride in serving our communities through the transformative work we do. Every project is guided by the foundational concept that communities are built by people, not companies, and we strive to serve our communities with quality, integrity, creativity and care. GMC is equipped to provide all of the services associated with architecture, interior design, civil engineering, environmental services, landscape architecture, planning, transportation engineering, geotechnical engineering, electrical engineering, surveying and disaster recovery. We provide services to a diverse group of public and private sector clients, including county and municipal governments, federal and state agencies, private corporations, industries and developers.

GMC offers creative solutions to complex challenges. Our staff recognizes that if a project is to be successful, it must first meet the needs of the client. Therefore, we work with each client individually to assure satisfaction in all areas of each project including a functional design and a project within budget. Measuring our success by our many accomplishments, we have a proven track record of meeting a client's design needs economically, efficiently, and in the time frame outlined by the client.

4.3.3.2 State the location, address, and phone number of Firm's offices.

Alabama

Andalusia
1806 East Three Notch Street
Andalusia, AL 36421
(334) 222-2699

Auburn
2178 Moores Mill Road
Auburn, AL 36830
(334) 364-0057

Birmingham
2400 5th Avenue South, Suite 200
Birmingham, AL 35233
(205) 879-4462

Daphne
2039 Main Street / P.O. Box 1127
Daphne, AL 36526
(251) 626-2626

Eufaula
211 North Eufaula Avenue
Eufaula, AL 36027
(334) 687-7441

Huntsville
117 Jefferson Street North
Huntsville, AL 35801
(256) 539-3431

Mobile
11 North Water Street,
Suite 15250
Mobile, AL 36602
(251) 460-4006

Montgomery

2660 East Chase Lane, Suite 200
Montgomery, AL 36117
(334) 271-3200

Vernon
44750 Highway 17 / P.O. Box 527
Vernon, AL 35592
(205) 695-9137

Florida

Lutz
21764 State Road 54
Lutz, FL 33549
(813) 885-2032

Pensacola
720 Bayfront Parkway, Suite 200
Pensacola, FL 32502
(850) 432-0706

Sarasota
1819 Main Street, Suite 608
Sarasota, FL 34236
(941) 312-5523

Tampa
One Tampa City Center
201 North Franklin Street, Suite 250
Tampa, FL 33602
(813) 678-2420

Georgia

Atlanta - Lead Office
6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339
(770) 952-2481

Augusta
801 Broad Street, Suite 900
Augusta, GA 30901
(706) 303-3272

Brunswick
1612 Newcastle Street, Suite 218
Brunswick, GA 31520
(912) 226-4612

Buford
5044 BU Bowman Drive, Suite 105
Buford, GA 30518
(404) 353-1863

Cartersville
114 Old Mill Rd
Cartersville, GA 30120
(770) 387-0440

Savannah
114 Barnard Street, Suite 114-2B
Savannah, GA 31401
(912) 226-1667

Louisiana

New Orleans
900 Camp Street, Suite 438
New Orleans, LA 70130
(504) 224-9400

North Carolina

Charlotte
1515 Mockingbird Lane
7th Floor, Office 7133
Charlotte, NC 28209
(704) 247-5800

South Carolina

Charleston
Charleston Technology Center
997 Morrison Drive, Suite 102
Charleston, SC 29403

Columbia
915 Lady Street, Suite C
Columbia, SC 29201
(803) 766-1235

Greenville
117 Welborn Street
Greenville, SC 29601
(864) 527-0460

Tennessee

Brentwood
6 Cadillac Drive, Suite 350
Brentwood, TN 37027
(615) 614-0121

Nashville
3310 West End Avenue, Suite 420
Nashville, TN 37203
(615) 333-7200

Section A Compliance Information

4.3.3.3 Names of owners, officers or principals in charge.

GMC's officers and principals are listed to the right.

Section 4.3.4: Conflicts of Interest

4.3.4 Existing or Potential Conflicts of Interest

GMC does not have any conflicts of interest, issues or potential conflicts of interest.

4.3.4.1 Provide a detailed plan of action on how any existing or potential conflicts of interest will be mitigated.

Not Applicable.



Firm Principals

CEO Jeffrey Brewer, AIA
COO Galen Thackston, PE, LEED Green Associate
CFO Amanda Davis

Board of Directors

Lee Walters, PWS (Chairman)
Kevin Laird, PE
Galen Thackston, PE, LEED Green Associate
Cedric Campbell, PE
Freddie Lynn, Jr., AIA, LEED Green Associate
John Bricken III, PLA, ASLA, LEED Green Associate
Steve Jernigan, FAIA, LEED AP

Executive Vice Presidents

John Averrett, PE, LEED AP
John Bricken III, PLA, ASLA, LEED Green Associate
Steve Cawood, PE
Chris Engel, AIA, NCARB, LEED AP BD+C
Bobby Kemp, PE
Kevin Laird, PE
Jof Mehaffey, PWS
Robert Ramsey
David Reed, PE, PLS
Kevin Wales, PE
Bill Wallace, AIA

Regional Vice Presidents

Cedric Campbell, PE
Gary Owen, AIA, LEED Green Associate
Jim Teel
Lee Walters, PWS
Steve Jernigan, FAIA, LEED AP

Corporate Vice Presidents

Abby Basinger
Brian Carey
Mario Galloway
Kristen Hunt
Ashley McKeithan

Section A Compliance Information

4.3.5: Financial Resources

4.3.5.1 Financial Statement

GMC's most recent tax return and balance sheet have been submitted within the lonwave submittal portal under file name "GMC 2022 Confidential Financial Statement" as requested.

4.3.5.2 Insurance Capacity

Our Certificate of Liability Insurance is included on [page 22](#) to serve as evidence that GMC has all insurance coverage's as specified in DeKalb County School District's RFQu 24-752-023 and within the online portal as requested.

4.3.5.3 Litigation

Goodwyn Mills Cawood (GMC) is a nationally recognized architecture and engineering firm. Although GMC's involvement in claims and lawsuits is extremely infrequent (0.001%) compared to our volume of projects and due to the risk management and quality control efforts of our teams, litigation in which we are a party does occur from time to time. On these rare occasions, **we consider these matters confidential between our firm and our clients, and we are not allowed to disclose information on specific cases.** We also maintain general and professional liability, workers' compensation and automobile insurance in sufficient limits to cover any outstanding claims or lawsuits. Our legal counsel fully anticipates that any such claims will be resolved well within the policy limits. There are no unsatisfied judgments against GMC.

GMC implements over 1 billion dollars of construction annually. **We have not had any claims, mediation, litigation, arbitration or other form of disputes resolution filed by or against any office in Georgia.**

4.3.5.4 Insurance Claims


We maintain general and professional liability, workers' compensation and automobile insurance. The limits of these policies are sufficient to cover any outstanding claims or lawsuits, and our legal counsel fully anticipates that any such claims will be resolved well within the policy limits. In the opinion of GMC management and our legal counsel, no claim or lawsuit currently pending will have any adverse effect on our ability to perform on this project at the level of professional excellence to which we and our thousands of clients have become accustomed. On these rare occasions, **we consider these matters confidential between our firm and our clients, and we are not allowed to disclose information on specific cases.** We also maintain general and professional liability, workers' compensation and automobile insurance in sufficient limits to cover any outstanding claims or lawsuits. Our legal counsel fully anticipates that any such claims will be resolved well within the policy limits. There are no unsatisfied judgments against GMC.

Description of our insurance program and coverages

Our Certificate of Liability Insurance is included on the following page to serve as evidence that GMC has insurance coverage for professional liability, each claim up to \$2,000,000 and aggregate up to \$4,000,000. GMC also has commercial general liability insurance, each occurrence up to \$1,000,000 and aggregate up to \$2,000,000; automobile liability insurance up to \$1,000,000; umbrella liability insurance, each occurrence up to \$4,000,000 and aggregate up to \$6,000,000; and workers compensation and employer's liability insurance up to \$1,000,000.

Section A Compliance Information

Certificate of Insurance

ACORD TM CERTIFICATE OF LIABILITY INSURANCE	Client#: 4652 GOOMI	DATE (MM/DD/YYYY) 09/29/2023				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	CONTACT NAME: Julie Faulkner PHONE (A/C, No, Ext): 334-273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: jfaulkner@hdbinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company NAIC # 11150 INSURER B : Continental Insurance Company 35289 INSURER C : INSURER D : INSURER E : INSURER F :					
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	ZAGLB9258001	10/01/2023	10/01/2024	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X X	ZACAT9294201	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		7036908331	10/01/2023	10/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	<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 Y N/A	ZAWC19750101	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER Proof of Coverage				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
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Section B
Initial Screening Criteria



Section B Initial Screening Criteria

5.1.1: Individual Review

5.1.1.1: Successful Related Architectural Experience



New Middle and High School at Sequoyah

GMC and DLR Group are currently designing a new middle and high school for DeKalb County School District in Doraville, Georgia.

The anticipated scope of this project is the design of a new 1600 FTE high school with approximately 84 instructional units and 1200 FTE middle school with approximately 74 instructional units. Components of the new building(s) include but are not limited to classrooms, media center, fine arts areas, auditorium, kitchen, cafeteria, gymnasium with indoor track, special education classrooms, career technology labs, administrative offices, and building support spaces.

Site amenities include but are not limited to a practice field with artificial turf and track, baseball field, softball field, and tennis courts. Accompanying parking areas may require a parking deck to accommodate needs. Areas for future growth, including an additional practice gym, should be included in the plan.

GMC and DLR Group will provide professional architecture design services, interior design, landscape architecture, and construction administration services for the project. **GMC is also the Geotechnical Engineer for this project.**

- a. Location:** Doraville, Georgia
- b & h. Nature of Firm's & Staff Responsibility:** Geotechnical Engineering and Construction Inspection
- c & d. Owner's and User's Name, Address, Phone and Fax Number:** DeKalb County School District
Ryan Fernandez
Senior Project Manager
(770) 880-1978; Fax: N/A
ryan_fernandez@dekalbschoolsga.org
- e. Project Construction Completion:** Estimated completion Summer 2028
- f. Size of Project:** 463,000+ sf / 2800 students
- g. Construction Cost of Project:** \$200,000,000 estimated
- i. Present Status of the Project:** In Schematic Design
- j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQu:** Kevin Wales, Geotechnical Project Principal
Ed DiTommaso, Environmental Project Principal

Section B Initial Screening Criteria



Environmental Due Diligence for New Middle School and High School at Sequoyah

GMC is providing professional environmental, architecture, interior design, landscape architecture and construction administration services for a new DeKalb County School District middle and high school. Before design began, our Environmental Group was brought in to conduct a Phase I Environmental Site Assessment and Risk Hazard Assessment. The team examined historical and current uses of the property and adjacent properties, reviewed historical records, and conducted site inspections in order to identify any recognized environmental conditions which could indicate potential contamination. The Risk Hazard Assessment was conducted according to GDOE Guidelines for Risk Hazard Assessment of Educational Facility Sites in order to identify any potential hazards and/or safety concerns associated with the site.

In addition, GMC conducted a Jurisdictional waters of the U.S. (WOTUS) Delineation which involved a desktop review of available resources to identify potentially jurisdictional WOTUS, which includes wetlands and streams and conducted a site reconnaissance to delineate any identified wetlands and document the type and condition of any identified streams. The WOTUS were surveyed with a mapping grade (sub meter) GPS system, and following the completion of the on-site delineation and mapping of WOTUS, a report of the findings was provided.

Once complete, the new facilities will include classrooms, media center, fine arts areas, auditorium, kitchen, cafeteria, gymnasium labs and admin spaces. Site amenities include a practice field with artificial turf and track, baseball field, softball field, and tennis courts.

a. Location: Doraville, Georgia
b & h. Nature of Firm's & Staff Responsibility: Environmental Services
c & d. Owner's and User's Name, Address, Phone and Fax Number: DeKalb County School District
Ryan Fernandez
Senior Project Manager
(770) 880-1978; Fax: N/A
ryan_fernandez@dekalbschools.ga.org
e. Project Construction Completion: Estimated completion Summer 2028
f. Size of Project: 463,000+ sf / 2800 students
g. Construction Cost of Project: \$200,000,000 estimated
i. Present Status of the Project: In Schematic Design
j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQ: Ed DiTommaso, Environmental Project Principal

Section B Initial Screening Criteria

Hartselle High School

a. Location: Hartselle, Alabama

b & h. Nature of Firm's & Staff Responsibility:

Geotechnical Engineering and Construction Inspection

c & d. Owner's and User's Name, Address, Phone and Fax Number:

Project Construction Completion: Completed 2013

Mr. Michael Reed
Hartselle City Board of Education
305 College Street NE
Hartselle, AL 35640
(256) 773-4641 Fax: N/A
wmikereed@yahoo.com

f. Size of Project: 230,000 sf; 1,100 students

g. Construction Cost of Project: \$36,997,296

i. Present Status of the Project: Completed

j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQ:

Kevin Wales, Geotechnical Project Principal
Michael McNeill, Senior Geotechnical Engineer



The new Hartselle High School consists of a two-story classroom wing accommodating 45 general instruction classrooms, a 1,200 seat-capacity performance auditorium, large kitchen and cafeteria and media center.

A tiered, technology-enhanced lecture classroom can hold up to 100 people and supports the most current, 21st century instructional practices. Wetlands areas on-site serve as eco-labs, exemplifying sustainable design as a teaching element which supports the school's environmental programs.

At the core of the L-shaped design is the commons and dining area, known as the Tiger Café. The café-inspired dining space has various seating options, including booth seating, tables, and bar seating looking onto the courtyard and outdoor patio area.

The facility's two entrances allow the academic portion of the building to be closed off so the gymnasium and state-of-the-art performance theatre can serve as a venue for regional productions, as well as school programs.

The master plan accommodates a full athletic program with a 1,600 seat competition sports arena, separate competition and practice gymnasiums, football practice facilities, tennis courts and an indoor baseball practice facility.



Hartselle High was designed with a poured-in-place concrete tornado shelter that is built to with-stand up to 250 mile per hour winds and has the capacity to house the entire student and faculty population. The exterior windows and open walkways were also utilized to bring natural light into the school's interior, creating a warm and pleasant environment that inspires learning.

GMC provided Geotechnical Engineering Services and Construction Materials Testing services during construction.

Section B Initial Screening Criteria

Northside Elementary School Addition

a. Location: Dallas, Georgia
b & h. Nature of Firm's & Staff Responsibility: Geotechnical Engineering and Construction Inspection
c & d. Owner's and User's Name, Address, Phone and Fax Number:
Doug Carey
Executive Director of Facilities
Paulding County School District
3236 Atlanta Highway
Dallas, GA 30132
(770) 443-8000 Fax: N/A
dcarey@paulding.k12.ga.us
e. Project Construction Completion: Ongoing
f. Size of Project: TBD
g. Construction Cost of Project: \$9,800,000
i. Present Status of the Project: Ongoing
j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQ:
Kevin Wales, Geotechnical Project Principal
Michael McNeill, Senior Geotechnical Engineer
Mel Christian, Construction Manager

Paulding County Schools has chosen GMC to oversee the construction of an addition to Northside Elementary School. The construction budget totals \$9.8 million and covers minor site improvements, targeting a classroom range of 22-24. The accompanying preliminary sketch displays the envisioned location of the classroom addition in blue, along with a potential extension of the bus loop in yellow. Pending budgetary allowances, there is a possibility of exploring additional upgrades to parking and site circulation.

GMC provided Geotechnical Services for this project.



Section B Initial Screening Criteria

Percy Julian High School

a. Location: Montgomery, Alabama

b & h. Nature of Firm's & Staff Responsibility:

Geotechnical Engineering and Construction Inspection

c & d. Owner's and User's Name, Address, Phone and Fax Number:

Glenn Slater, DVA Program Management

2 20th Street North Suite 300

Birmingham, AL 35203

(205) 214-5500 Fax: N/A

gslater@volkert.com

e. Project Construction Completion: Ongoing

f. Size of Project: 240,000 sf; 1,500 students

g. Construction Cost of Project: \$75,000,000

i. Present Status of the Project: In Design

j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQ:

Kevin Wales, Geotechnical Project Principal

Michael McNeill, Senior Geotechnical Engineer

The proposed new Percy Julian High School for the Montgomery County Board of Education will be a 240,000 sf, multiple story building situated on approximately 90 acres. The new high school will have the capacity for 1,500 student and will include a new athletic field house, athletic track, and fields for football, baseball and softball.

GMC provided Geotechnical Services for the planned school and is under contract to provide Construction Materials Testing and Special Inspections.



▲ Aerial view from Percy L. Julian High School website.

Section B Initial Screening Criteria

Gulf Shores High School

a. Location: Gulf Shores, Alabama
b & h. Nature of Firm's & Staff Responsibility: Geotechnical Engineering and Construction Inspection
c & d. Owner's and User's Name, Address, Phone and Fax Number: Matt Akin, Superintendent, Gulf Shores City Schools
PO Box 3908
Gulf Shores, AL 36547
(251) 968-9873
makin@gsboe.org Fax: N/A
e. Project Construction Completion: Ongoing
f. Size of Project: 275,000 sf
g. Construction Cost of Project: \$158,000,000
i. Present Status of the Project: In Design
j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQ:
Kevin Wales, Geotechnical Project Principal
Michael McNeill, Senior Geotechnical Engineer

In 2017, Gulf Shores declared its academic autonomy and became a city school district for the expressed purpose of creating a 21st Century experience for their students. Driven to meet the needs of their students today and in the future, Gulf Shores City Schools began to make waves with holistic, relevant, and engaging instruction that prepares students, not only for career and college readiness but for lifelong success.

The first phase of the new campus is approximately 50 acres with a planned second phase athletics phase. The new high school will be approximately 275,000 sf in total with three separate buildings. The main academic building is two stories with a collaborative courtyard incorporated into the heart of the campus.

One key element of this high school is the multiple career academies that are interspersed within the academic building. These include aviation, finance, bio-systems engineering, aquaculture, music production studios, stem applied engineering, and video production. It was important to the client that these academies be showcased throughout the space to inspire students. A full accompaniment of fine arts programs is also provided, including a 750-seat theater, balcony, and full working stage.

Other fine arts programs include marching and jazz band, dance, choral, and related support functions. Athletics are housed in two buildings including a 1200-seat basketball and volleyball arena and an athletic football facility with related locker rooms, offices, and team rooms. A 100-yard practice-covered pavilion for multiple sports is planned for the campus. Gulf Shores High School is planned to be completed in the Fall of 2025.

GMC provided Geotechnical Engineering Services and Construction Materials Testing services during construction.



Section B Initial Screening Criteria

Environmental Due Diligence for Innovative Gifted Accelerated Learning (IGAL) Academy

a. Location: Sandersville, Georgia
b & h. Nature of Firm's & Staff Responsibility:
Environmental Services
c & d. Owner's and User's Name, Address, Phone and Fax Number:
Washington County School System
Dr. Rickey Edmond, School Superintendent
501 Industrial Drive
Sandersville, GA 31082
(478) 552-3981 Fax: N/A
rickey.edmond@washington.k12.ga.us
e. Project Construction Completion: Completed 2021
f. Size of Project: 6.2 acre site
g. Construction Cost of Project:
\$5,800,000 final cost
i. Present Status of the Project:
Completed
j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQ:
Ed DiTommaso, Environmental Project Principal



GMC was asked to take a building formerly used as a youth detention facility by the state of Georgia and reinvent it as a center for culinary arts and hands-on learning. Because this 13,500 sf structure is located in proximity to the Washington County High School, the parking and circulation is tied into the existing campus plan to provide easy access and bus drop-off to maximize the use of the building by all schools within the district.



Before design began, our Environmental Group was brought in to conduct a Phase I Environmental Site Assessment and Risk Hazard Assessment. The team examined historical and current uses of the property and adjacent properties, reviewed historical records and conducted site inspections in order to identify any recognized environmental conditions which could indicate potential contamination. The Risk Hazard Analysis that was performed followed the GDOE guidelines.



The Washington County Schools IGAL Academy is a home for both enrichment maker spaces for the district's primary and middle school students as well as the developing culinary arts program of the adjacent Washington County High School. IGAL is the district's abbreviation for Innovative Gifted Accelerated Learning. Outside the building, in addition to new paving and other landscape updates, will be a set of new tennis courts with the size appropriate for the High School to host tournaments during their sports season. GMC went on to collaborate with Washington County Schools to develop their facility development plans, which included allocation of state funding alongside local efforts towards construction of this project at IGAL Academy.

Section B Initial Screening Criteria



Savannah-Chatham County Public School System Environmental Due Diligence and Geotechnical Exploration

GMC is working with the Savannah-Chatham County Public School System to provide Environmental Due Diligence and Geotechnical Exploration services for the site selection of new K-12 schools. Currently, two sites have been evaluated. During the Phase I Environmental Site Assessments, the team examined historical and current uses of the property and adjacent properties, reviewed historical records, and conducted site inspections in order to identify any recognized environmental conditions which could indicate potential contamination. In addition, Risk Hazard Analysis' were performed following the GDOE guidelines, as well as an assessment of streams and wetlands on each site. These environmental services play a crucial role in informed decision-making, regulatory compliance and sustainable development practices to protect and preserve environmental quality for present and future generations.

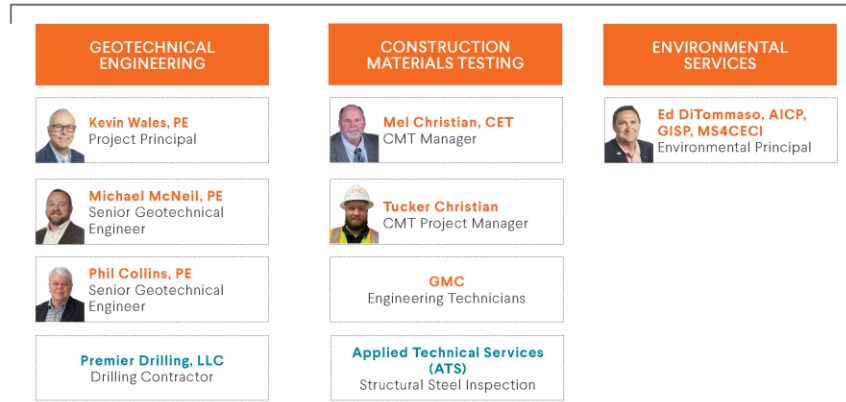
The preliminary geotechnical investigation involved field exploration, laboratory testing, and reporting that included a summary of the test procedures, review of the site conditions and geologic settings, general recommendations for site preparation, and others.

- a. Location:** Chatham County, Georgia
- b & h. Nature of Firm's & Staff Responsibility:** Environmental Services
- c & d. Owner's and User's Name, Address, Phone and Fax Number:**
Ms. Annette Wynn, PMP, NCARB, LEED, AP, BD+C,
Executive Director, Planning and Programming
Savannah-Chatham County Public School System
208 Bill Street
Savannah, GA 31401
(912) 395-3000 Fax: N/A
- e. Project Construction Completion:**
Ongoing since March 2024
- f. Size of Project:** 30 - 80 acre sites
- g. Construction Cost of Project:**
Approximately \$30,000/site
- i. Present Status of the Project:**
Ongoing since March 2024
- j. Firm's Key Professionals Involved on the Project and who of the staff would be assigned to the Project covered by this RFQ:**
Kevin Wales, Geotechnical Project Principal
Ed DiTommaso, Environmental Project Principal

5.1.2. Proposed Project Staff and their Functions
5.1.2.1: Organization Chart

- Goodwyn Mills Cawood
- Subconsultants

Your Team



5.1.2.2. and 5.1.2.3. Team Member Resumes

Resumes of the proposed DeKalb County School's geotechnical team are on the following pages.

Section B Initial Screening Criteria

A. Name and Title

Kevin Wales, PE

Project Principal

(205) 879-4462 kevin.wales@gmcnetwork.com

Kevin, a civil engineer with more than 36 years of experience, launched GMC's Geotechnical and Construction Services division in 2004. As executive vice president and senior geotechnical engineer, he oversees operations, administration and business development related to geotechnical and construction testing. Throughout his career, Kevin has developed key strengths in the design and installation of shallow and deep foundations, construction services and project management for education, commercial, governmental, distribution, industrial, manufacturing and transportation projects.

E. Experience including types of projects, size, dollar value & square footage

New Middle & High School at Sequoyah - \$200M~ - 463,000 sf

GMC and DLR Group are currently designing a new middle and high school for DeKalb County School District in Doraville, Georgia. The anticipated scope of this project is the design of a new 1600 FTE high school with approximately 84 instructional units and 1200 FTE middle school with approximately 74 instructional units. Components of the new building(s) include, but are not limited to classrooms, media center, fine arts areas, auditorium, kitchen, cafeteria, gymnasium with indoor track, special education classrooms, career technology labs, administrative offices, and building support spaces. Kevin is the geotechnical principal on this project.

Pelham High School Fieldhouse - \$TBD - 15,000 sf

GMC designed a new, field-house for Pelham City Schools. This facility is a pre-engineered metal building with an approximately 5,000 sf indoor practice field and a 1,600 sf weights area. Also included under within the building are two locker rooms that will accommodate 215 student athletes, a 1,200 sf team meeting room and coaches' office suite. The facility's second level overlooks the football field and indoor practice field for optimum observation no matter where practice is being held. The exterior sloped ramp allows players to have the experience and excitement of running down onto the field at the beginning of the games. Kevin served as the geotechnical principal.

Percy Julian High School, Hartselle, AL - \$75M - 240,000 sf

The Proposed new Percy Julian High School for the Montgomery County Board of Education will be a 240,000 sf, multiple story building situated on approximately 90 acres. The new high school will have the capacity for 1,500 student and will include a new athletic field house, athletic track, and fields for football, baseball and softball. Kevin served as the geotechnical principal.

Northside Elementary, Paulding County, GA - \$9.8M TBD sf

Paulding County Schools has chosen GMC to oversee the construction of an addition to Northside Elementary School. The construction budget totals \$9.8 million and covers minor site improvements, targeting a classroom range of 22-24. The accompanying preliminary sketch displays the envisioned location of the classroom addition in blue, along with a potential extension of the bus loop in yellow. Pending budgetary allowances, there is a possibility of exploring additional upgrades to parking and site circulation. Kevin served as the geotechnical principal.



B. Job Assignment for other projects

Project Principal

C. Years with Firm

20 years

D. Years with Other Firms

16 years

F. Education

Bachelor of Science in Civil Engineering, Auburn University, 1988

G. Active Registrations

- Professional Engineer: GA #046948, AL #20146, MS #12692

Affiliations

- American Society of Civil Engineers
- Branch, Past President, Vice President, and Secretary/Treasurer
- Associated Builders and Contractors (ABC)
- American Concrete Institute (ACI)

Section B Initial Screening Criteria

A. Name and Title

Mel Christian, CET

CMT Manager

(770) 952-2481 mel.christian@gmcnetwork.com

With over 30 years of experience, Mel is currently GMC's Construction Services Manager, leading daily operations in project management, scheduling, and technical oversight. Throughout his career, he has held various roles, including laboratory technician, quality control manager, and assistant branch manager. Mel's expertise spans construction materials testing and special inspections across low-to high-rise structures and land developments in Georgia and the Southeast. He oversees field inspections and supervises inspectors on commercial and municipal projects.

E. Experience including types of projects, size, dollar value & square footage

Fayetteville City Hall, Fayetteville, GA - \$19,156,987 - 34,000 sf

GMC was the Designer and the Geotechnical Engineer of Record for the project. Our Atlanta geotechnical construction testing group performed Special Inspections, materials testing, and NPDES services on the multi-story City Hall Building that is supported by Aggregate pier foundations. The project also consisted of a 10-acre park that included permeability testing for the pond, soil density testing, and rebar/ concrete testing for hardscapes. Mr. Christian oversaw the project and coordinated our services with the owner and the general contractor.

Tanner's Bridge WWTP, Barrow County, GA - \$15,565,406 - N/A sf

GMC was the Designer and the Geotechnical Engineering firm for the project. GMC teamed with Reeves Young on Barrow County's progressive design-build services for the design and construction of the Tanner's Bridge Wastewater Treatment Facility expansion to 1.5 MGD. Atlanta's GMC construction testing group performed all the required testing and inspection requirements for the project. GMC has recently been selected to start work on phase 2 of the Waste Water Treatment Plant to 5MGD. Mr. Christian oversaw the project and coordinated our services with the owner and the general contractor.

Fayetteville WWTP, Fayetteville, GA - \$16,163,995 - N/A sf

GMC teamed with Reeves Young on the Whitewater Creek Water Pollution Control Plant (WPCP) owned and operated by the City of Fayetteville. GMC provided engineering design, biological modeling, electrical engineering, geotechnical engineering, permitting, construction administration, construction inspection, and construction materials testing for this project. Mr. Christian oversaw the project and coordinated our services with the owner and the general contractor.

Great Valley Distribution Center, White, GA - \$117M - 2.2M sf

GMC provided construction materials testing, special Inspections, NPDES services, and roofing inspections for CORE5 for the Great Valley Distribution Center development located in White, Georgia. The development consisted of three distribution centers totaling 2.2 million square feet of office/warehouse space. The project commenced in 2021 and was completed in 2024. GMC provided rock fill placement monitoring and testing for over a million of yards of fill placement, soil stabilization, dewatering recommendations, and settlement monitoring for 60 feet deep fill areas. Building construction consisted of shallow foundations, structural steel and concrete tilt walls. Concrete slab on grade consisted of conventional concrete topped with ductilcrete for durability. Mr. Christian oversaw the project and coordinated our services with the owner and the general contractor.



B. Job Assignment for other projects

CMT Manager

C. Years with Firm

4 years

D. Years with Other Firms

18 years

F. Education

- Auburn University, Coursework: Construction Fundamentals and Soil Mechanics
- Clemson University, Coursework: Soil Compacting
- University of Georgia, Fundamentals of Erosion and Sediment Control

G. Active Registrations

- ICC Certified Commercial Building Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Certified Prestressed Concrete Special Inspector
- ICC Certified Reinforced Masonry Special Inspector
- ICC Certified Soil Special Inspector
- ICC Certified Fireproofing Special Inspector
- ACI Grade 1 Concrete Technician
- Construction Quality Management for Contractors (CQMC) - U.S. Army Corps of Engineers
- GSWCC, Level 1B Certified Design Professional
- Nuclear Gauge Safety Training
- OSHA 30 Hour Safety

Section B Initial Screening Criteria

A. Name and Title

Tucker Christian

CMT Project Manager

(770) 952-2481 tucker.christian@gmcnetwork.com

Tucker has several years of field experience and serves as Project Manager/ Inspector for GMC. Tucker's background includes commercial construction inspection and highway transportation technology, laboratory and field testing of concrete, soils, and asphalt, batch plant inspections and equipment calibration. Tucker is responsible for our Georgia laboratory quality control and assurance programs for soil, aggregate, concrete, and asphalt. He is familiar with applicable inspection and testing standards for GDOT and commercial construction.

E. Experience including types of projects, size, dollar value & square footage

Fayetteville City Hall, Fayetteville, GA - \$19,156,987 - 34,000 sf

GMC was the Designer and the Geotechnical Engineer of Record for the project. Our Atlanta geotechnical construction testing group performed Special Inspections, materials testing, and NPDES services on the multi-story City Hall Building that is supported by Aggregate pier foundations. The project also consisted of a 10-acre park that included permeability testing for the pond, soil density testing, and rebar/ concrete testing for hardscapes. Tucker provided material testing and inspection services on this project.

Tanner's Bridge WWTP, Barrow County, GA - \$15,565,406 - N/A sf

GMC was the Designer and the Geotechnical Engineering firm for the project. GMC teamed with Reeves Young on Barrow County's progressive design-build services for the design and construction of the Tanner's Bridge Wastewater Treatment Facility expansion to 1.5 MGD. Atlanta's GMC construction testing group performed all the required testing and inspection requirements for the project. GMC has recently been selected to start work on phase 2 of the Waste Water Treatment Plant to 5MGD. Tucker provided material testing and inspection services on this project.

Fayetteville WWTP, Fayetteville, GA - \$16,163,995 - N/A sf

GMC teamed with Reeves Young on the Whitewater Creek Water Pollution Control Plant (WPCP) owned and operated by the City of Fayetteville. GMC provided engineering design, biological modeling, electrical engineering, geotechnical engineering, permitting, construction administration, construction inspection, and construction materials testing for this project. Tucker provided material testing and inspection services on this project.

Great Valley Distribution Center, White, GA - \$117M - 2.2M sf

GMC geotechnical construction division provided construction materials testing, special Inspections, NPDES services and roofing inspections for the CORE5 distribution development located in White, Georgia. Tucker provided rock fill placement monitoring and density testing for over a million yards of fill placement. Tucker was lead inspector performing rebar inspections and concrete testing. Tucker also coordinated field tasks with the general contractor and performed NPDES inspections and reporting.

Middle Georgia Regional & Macon Downtown Airport - \$5.8M N/A sf

GMC currently serves as the on-call airport consultant for the Airport. Atlanta GMC Construction Testing Group was selected to perform QA Services for the client to ensure compliance with FAA guidelines. Tucker was responsible for the review of the contractor's QC testing results. GDOT asphalt sampling and testing, runway and taxiway soil density, and subgrade evaluations.



B. Job Assignment for other projects

CMT Project Manager

C. Years with Firm

4 years

D. Years with Other Firms

12 years

F. Education

High School Diploma

G. Active Registrations

- ICC Structural Steel and Bolting Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Soils Special Inspector
- ACI Aggregate Testing Technician
- ACI Concrete Field Testing Technician Grade 1
- ACI Aggregate/Soils Base Testing Technician
- ACI Concrete Strength Technician
- GSWCC Level 1A
- GDOT Roadway Testing Technician
- APNGA Nuclear Gauge Certificate

Section B Initial Screening Criteria

A. Name and Title

Phil Collins, PE

Senior Geotechnical Engineer

(615) 333-7200 phil.collins@gmcnetwork.com

Phil has over 30 years of experience in geotechnical, environmental, construction management, structural and inspection services. His responsibilities include management of geotechnical and construction testing/Special Inspections on various project types including transportation (with geotechnical and CEI projects), commercial, industrial, healthcare, hospitality, retail and residential.

E. Experience including types of projects, size, dollar value & square footage

Brentwood High School STEM Building, Brentwood, TN - \$12M - 64,506 sf

GMC created a master plan for both Brentwood Middle and Brentwood High School. From that master plan, multiple projects are underway, including the 64,500 sf, \$10.2 million expansion of the Brentwood High School campus with a STEM-focused building designed to respond to the quickly changing educational needs in the science and technology areas. The facility houses 30 classrooms, four science labs, and a multipurpose area. It is the first building in the WCS district designated for STEM studies and also the first to serve both middle and high school students. Phil provided geotechnical engineering and CMT services.

Page High School Phase 2 Additions, Franklin, TN - \$18,142,000 - 102,357 sf

GMC worked with Williamson County Schools (WSC) to design a comprehensive master plan for expanding the campuses for both Page Middle and Page High School as a reaction to growth. The second phase included a 102,357 sf, three-story classroom building that provides 42 classrooms, including 10 science rooms. This building serves as the new main entrance to the school with all new administration and school counseling offices. The structure contains a new media center and student commons that looks out into what will eventually be a center courtyard. The front of the building has new bus drop off and pick up lanes, visitor parking, and 140 staff parking spaces. Phil provided geotechnical engineering and CMT services.

Smyrna Middle School Addition, Smyrna, TN - \$TBD - 54,000 sf

GMC was challenged with creating an addition to accommodate the growing enrollment at Smyrna Middle School. We responded with a new classroom wing and main entrance designed to invoke a sense of excitement, to address the needs of the school, and to provide maximum natural light in keeping with the design language of the existing building. This new wing is positioned in front of the existing building and provides a facade which creates a sense of elegance and sophistication. This enhances the educational experience while simultaneously serving as a connector between the existing main building and the existing annex. The addition is sized at approximately 54,000 sf to accommodate four new science classrooms, 14 new general purpose classrooms, a new library and media center, a new computer classroom, a new office and administration area, and a dining expansion. The new classrooms and library are organized along a central linear corridor on both the first and second levels which extends from the administration and office area. Phil is providing geotechnical engineering and CMT services.



B. Job Assignment for other projects

Senior Geotechnical Engineer

C. Years with Firm

5 years

D. Years with Other Firms

30 years

F. Education

- Master of Science (TRMI Fellowship), Civil Engineering, West Virginia University, 1994
- Bachelor of Science in Civil Engineering, Mississippi State University, 1989

G. Active Registrations

- Licensed Engineer TN #104645, AL, AR, GA, KY, MS, MO, OK, VA, WV, Washington DC
- Certified Erosion and Sediment Control Inspector: TDEC Level I (expired)
- Certified TDOT CEI Program
- Certified VDOT Inspector (expired): Soils and Aggregate Field, Asphalt Field, Hydraulic Cement Concrete Field, Contract Pavement Markings, Nuclear Safety, Certified Radiation Safety Officer

Affiliations

- Vanderbilt University - Adjunct Instructor Teaching CE 3250 (Geotechnical Engineering), 2015 - Present

Section B Initial Screening Criteria

A. Name and Title

Michael McNeill, PE

Senior Geotechnical Engineer

(205) 879-4462 michael.mcneill@gmcnetwork.com

Mike is a civil engineer with more than 20 years of experience in Geotechnical and Construction Testing Services. He is currently a Senior Engineer for GMC's Geotechnical and Construction Services Group, and his responsibilities include project management and engineering for projects throughout the Southeast. His key strengths are shallow and deep foundation design, monitoring the installation of these foundations, construction services and project management. Mike has served as the Geotechnical Engineer on a majority of GMC's airport and transportation projects and has been involved in the design and construction testing phases of the projects. He has performed design work on various resurfacing, full-depth reclamation, rehabilitation, and new construction projects for runways, taxiways, and aprons in Alabama, Georgia and South Carolina. He also serves as the Project Manager for GMC's ALDOT Geotechnical Services contract. He is a licensed Professional Engineer in the states of Alabama, Georgia, Florida, Tennessee and South Carolina.

E. Experience including types of projects, size, dollar value & square footage

Percy Julian High School, Hartselle, AL - \$75M - 240,000 sf

The Proposed new Percy Julian High School for the Montgomery County Board of Education will be a 240,000 sf, multiple story building situated on approximately 90 acres. The new high school will have the capacity for 1,500 student and will include a new athletic field house, athletic track, and fields for football, baseball and softball. Mike is providing geotechnical engineering services on this project.

Gulf Shores High School, Gulf Shores, AL - \$158M - 275,000 sf

In 2017, Gulf Shores declared its academic autonomy and became a city school district for the expressed purpose of creating a 21st Century experience for their students. Driven to meet the needs of their students today and in the future, Gulf Shores City Schools began to make waves with holistic, relevant, and engaging instruction that prepares students, not only for career and college readiness but for lifelong success. The first phase of the new campus is approximately 50 acres with a planned second phase athletics phase. The new high school will be approximately 275,000 square feet in total with three separate buildings. The main academic building is two stories with a collaborative courtyard incorporated into the heart of the campus. Mike is providing geotechnical engineering services on this project.

Hartselle High School, Hartselle, AL - \$36,997,296 - 230,000 sf

The new Hartselle High School consists of a two-story classroom wing accommodating 45 general instruction classrooms, a 1,200 seat-capacity performance auditorium, large kitchen and cafeteria and media center. A tiered, technology-enhanced lecture classroom can hold up to 100 people and supports the most current, 21st century instructional practices. Wetlands areas on-site serve as eco-labs, exemplifying sustainable design as a teaching element which supports the school's environmental programs. At the core of the L-shaped design is the commons and dining area, known as the Tiger Café. The café-inspired dining space has various seating options, including booth seating, tables, and bar seating looking onto the courtyard and outdoor patio area. Mike provided geotechnical engineering services on this project.



B. Job Assignment for other projects

Senior Geotechnical Engineer

C. Years with Firm

16 years

D. Years with Other Firms

9 years

F. Education

Bachelor of Science in Civil Engineering, The University of Alabama Birmingham (UAB), 1999

G. Active Registrations

- Licensed Engineer AL #26331, GA #045033, FL #07999, SC #36909, TN #112980

Section B Initial Screening Criteria

A. Name and Title

Ed DiTommaso, AICP, GISP, MS4CECI Environmental Principal

(912) 226-1667 ed.ditommaso@gmcnetwork.com

Ed currently leads the GMC Environmental Department for Georgia, and he and his team have been providing GIS and stormwater services to local government for over 20 years. Ed has an extensive background in GIS database development, infrastructure inventory and condition assessment, natural resources planning and stormwater utility development. He has served as project manager for a number of GIS database development and management projects throughout Georgia and serves as the GIS database manager for several local government clients.

E. Experience including types of projects, size, dollar value & square footage

New Middle & High School at Sequoyah - \$200M~ - 463,000 sf

GMC is providing professional environmental, architecture, interior design, landscape architecture and construction administration services for a new DeKalb County School District middle and high school. Before design began, our Environmental Group was brought in to conduct a Phase I Environmental Site Assessment and Risk Hazard Assessment. The team examined historical and current uses of the property and adjacent properties, reviewed historical records, and conducted site inspections in order to identify any recognized environmental conditions which could indicate potential contamination. The Risk Hazard Assessment was conducted according to GDOE Guidelines for Risk Hazard Assessment of Educational Facility Sites in order to identify any potential hazards and/or safety concerns associated with the site. Ed is the Environmental Principal on this project.

Environmental Due Diligence for Innovative Gifted Accelerated Learning (IGAL) Academy - \$5.8M - 6.2 acres

GMC was asked to take a building formerly used as a youth detention facility by the state of Georgia and reinvent it as a center for culinary arts and hands-on learning. Before design began, our Environmental Group was brought in to conduct a Phase I Environmental Site Assessment and Risk Hazard Assessment. The team examined historical and current uses of the property and adjacent properties, reviewed historical records and conducted site inspections in order to identify any recognized environmental conditions which could indicate potential contamination. The Risk Hazard Analysis that was performed followed the GDOE guidelines. Ed was the Environmental Principal on this project.

Savannah-Chatham County Public School System Environmental Due Diligence and Geotechnical Exploration - \$30,000 per site - 30 - 80 acres

GMC is working with the Savannah-Chatham County Public School System to provide Environmental Due Diligence and Geotechnical Exploration services for the site selection of new K-12 schools. During the Phase I Environmental Site Assessments, the team examined historical and current uses of the property and adjacent properties, reviewed historical records, and conducted site inspections in order to identify any recognized environmental conditions which could indicate potential contamination. In addition, Risk Hazard Analysis' were performed following the GDOE guidelines, as well as an assessment of streams and wetlands on each site. These environmental services play a crucial role in informed decision-making, regulatory compliance and sustainable development practices to protect and preserve environmental quality for present and future generations. Ed was the Environmental Principal on this project.



B. Job Assignment for other projects Environmental Principal

C. Years with Firm 16 years

D. Years with Other Firms 6 years

- ### F. Education
- Master of Urban Planning, University of Buffalo, 2002
 - Bachelor of Science, State University of New York's College of Environmental Science and Forestry, 2000

- ### G. Active Registrations
- American Institute of Certified Planners (AICP)
CPN: 022580
 - Certified Geographic Information Systems Professional (GISP) #48560
 - MS4 Compliance and Enforcement Certified Inspector

Section B Initial Screening Criteria

A. Name and Title

Clarence Whitt

Structural Steel Special Inspector,
Applied Technical Services

 (770) 423-1400  jbeasley@atslab.com

Clarence possesses an exceptional depth of experience in Non-Destructive Testing (NDT), surpassing the standard NDT Level II requirements by more than four years. Specifically, he has demonstrated proficiency in Ultrasonic Testing (UT), having worked in roles comparable to that of an NDT Level II professional for an extended period. Clarence's expertise extends to Phased Array UT, with an impressive track record of over 320 hours of hands-on experience in this specialized technique. His extensive background underscores his mastery of UT methodologies and his ability to effectively apply advanced techniques like Phased Array UT in various testing scenarios. This wealth of experience positions Clarence as a highly skilled and reliable asset in the field of NDT.

E. Experience including types of projects, size, dollar value & square footage

- Applied Technical Services - August 2021 to present
- Steel, LLC - November 2015 - March 2017
- QC Laboratories, Dunlop NDT - 2014
- Southern Erectors Inc., - May 2013 - January 2014



B. Job Assignment for other projects

Structural Steel Special Inspector

C. Years with Firm

4 years

Prior Projects with GMC

- Not Applicable

D. Years with Other Firms

26 years

F. Education

GED Diploma, State of Tennessee, 1994

G. Active Registrations

- Applied Technical Services - Magnetic Particle Testing Level I/II - 24 Hours - August 2017
- NDT Training and Testing Center - UT Level I - 40 Hours, July 2013
- NDT Training and Testing Center - UT Level II - 40 Hours, July 2013
- Applied Technical Services - Advanced Phased Array Training - 80 Hours - 2018

Section B Initial Screening Criteria

Subcontractor: **Applied Technical Services (ATS)**



ATS
Applied Technical Services

Company Overview

Company Milestones

- 1967 - ATS founded as a Consulting Engineering firm offering Materials Testing
- 1968 - ATS moves from founder's basement to 1500 sq. ft. building
- 1974 - ATS moves to 3,000 sq. ft. facility and adds Chemical Analysis and Environmental Testing
- 1982 - Expands Nondestructive Testing services
- 1989 - ATS establishes the Calibration department
- 1997 - Jim J. Hills is named President
- 2006 - ATS moves to new Super Lab (153,930 sq. ft.)
- 2021 - Expands Environmental Testing by adding EMI/EMC Lab

Since our founding in 1967, Applied Technical Services has established a reputation in the business, industry, and legal sectors for successfully uncovering facts. We offer a suite of services – including Nondestructive Testing, Chemical Analysis, Metallurgy, Environmental Testing, Forensic and Consulting Engineering, Mechanical Testing, and Calibrations – to help clients arrive at the truth.

Applied Technical Services
1049 Triad Court
Marietta, GA 30062

   Website: www.atslab.com
Tel: +1 (888) 287-5227

Section B Initial Screening Criteria

Subcontractor: **Applied Technical Services (ATS)** continued



Applied Technical Services

INDUSTRIES SERVICED
 ADDITIVE MANUFACTURING - AEROSPACE - AUTOMOTIVE - CHEMICAL
 COMMERCIAL PROPERTIES - CONSTRUCTION - DEFENSE/MILITARY
 INSURANCE/LEGAL - MANUFACTURING - MEDICAL - NUCLEAR
 OIL & GAS - POWER GENERATION - PULP & PAPER - MANY MORE



Applied Technical Services & Subsidiaries | 48 Locations

- ATS Corporate Office
- NDT
- Calibration
- Materials Testing
- Chemistry
- Environmental & EMI/EMC
- Consulting Engineering

Professional Engineers, Expert Scientists and Certified Technicians

- API Inspectors
- ASNT-TC-1A Certified NDT Technicians
- Certified weld Inspectors
- Certified Welders
- Chemists
- Professional Engineers (P.E.)

Standards, Accreditations, & Certifications

- ISO/IEC 17025 (A2LA) Competence of Testing and Calibration Laboratories (Mechanical Testing, Chemistry, Calibration, Nondestructive Testing)
- ISO 9001 Quality Management Systems
- 10CFR21 Requirements for the Reporting of Nonconformances
- ANSI/ASME NQA-1 Nuclear Quality Assurance Requirements
- ANSI/NCSL Z540-1 Calibration System Requirements
- 10CFR50 Appendix B Nuclear Quality Assurance Requirements
- AS9100D and ISO 9001:2015 Certification
- NADCAP Accreditations
- ASNT Employer-Based Certification Audit Program

- Nondestructive Testing
- Calibration
- Materials Testing
- Chemistry
- Environmental & EMI/EMC
- Consulting Engineering

Company Facts

- Fully Accredited Lab
- 50+ Years of Inspections and Testing Experience
- 1100+ Employees in 45 Locations/Subsidiaries
- 19 Acquisitions since 2010



Website: www.atslab.com

Tel: +1 (888) 287-5227

Address: Applied Technical Services
 1049 Triad Court, Marietta, GA 30062

Subcontractor: Premier Drilling, LLC

PREMIER DRILLING, LLC

INTRODUCTION

Premier Drilling, LLC (Premier) provides an array of environmental and geotechnical drilling services to meet the demands of any project. From 2 to 12-inch diameter criteria, we can develop a clean, quality borehole with minimal disturbance to surrounding soil/rock materials. We employ hollow-stem auger, mud-rotary, and soil/rock coring techniques to depths in excess of 600 feet at sites across the Southeastern United States.

Premier, headquartered in Atlanta, Georgia is a leader in traditional drilling and DPT services throughout the Southeast. Our goal is to safely provide, high-quality, cost-effective drilling services to our clients.

SERVICES PROVIDED

❖ Environmental

- Type I, II, and III Well Installation/Abandonment
- Auger/Soil Test Borings
- Large Diameter Rotary Drilling
- Decontamination Protocols
- Investigation-Derived Waste Handling
- Air Hammer
- Laboratory Quality In-Situ Sampling

❖ Geotechnical

- Auger/Soil Test Borings
- Rock Coring
- In-Situ Sampling (SPT, UD, Pitcher, Denison, Packer)
- Piezometer and Inclinometer Installation
- Geophysical Boreholes
- Investigation-Derived Waste Handling
- Hollow stem auger, mud rotary/wash drill borings
- Borehole Grouting

MANAGEMENT

Scott Towe, owner, is a Senior Driller with over 30 years of drilling supervisory experience. He has performed numerous in-situ/geophysical tests across the Southeastern United States and understands that test data is affected by the quality of drilling practices. Mr. Towe provides training sessions for the drillers to

ensure that each employee is knowledgeable regarding the importance of quality data acquisition. ASTM and other appropriate drilling standards are reviewed and case studies are discussed.

STAFF

❖ Employees

- Larry Carter – Senior Driller – 40 years
- Cliff Lackey – Driller – 15 years
- Avery Towe – Driller – 8 years
- Jeff Kenny – Driller/Mechanic – 27 years
- Robert Taylor – Driller - 11 years
- Henry Shegog – Helper - 5 years
- Zac Towe – Helper – 4 years
- Ken Sobecki -Helper - 6 years
- Jonathan Johnson – Driller - 9 years
- Tristan Garza – Helper – 1 year

Staff Capability

- Heavy Equipment Training
- Drilling experience across the United States
- Have drilled borings in excess of 500 feet deep
- Licensed well drillers in NC, SC and TN (GA not required)
- CPR/First Aid Training
- OSHA40-Hour Certification, 8-Hour Refresher

691 Jim Daws Road, Monroe, GA 30656 | Phone: 678-227-2458 |
Email: scott@premier-drilling.com | Website: premier-drilling.com

Section B Initial Screening Criteria

Subcontractor: Premier Drilling, LLC continued

EQUIPMENT

- All Terrain (ATV) Drill Rigs
- Portable Generators, Air Compressors, and Welding Equipment
- Grout Plants and Steam Cleaners
- Water Trucks and Tanks
- In-Situ Testing Devices
- Rock Core Barrels

NUCLEAR PROJECT EXPERIENCE

- Plant Vogtle
- Turkey Point
- Oconee
- Lee Nuclear
- North Anna
- Grand Gulf
- Bellefonte
- Exelon Victoria Site
- VC Summer
- South Texas Project

PROJECT EXPERIENCE

- **TVA Dams - Knoxville, TN**
Drilling included several sites across the state of Tennessee. Auger and wash drilling techniques were deployed as well as both NQ and HQ rock coring. Piezometer installation and casing advancer was used at several sites.
Contact: Ben Campbell (865) 675-6700
- **BASF Mine - Toombsboro, GA**
Drilling services include emergency mobilization, drilling and sampling with in-situ sampling; piezometer installation was required across the mine site.
Contact: Chuck Wilson (770) 788-8008
- **WM Express - Southeast US**
Drilling services included auger and soil test boring, well installation and in-situ sampling at
- **10+ sites across the Southeast US.** Limited site clearing was required
Contact: Nick Dasantos (770) 425-0777
- **IMS – GM Plant Doraville, GA**
Drilling services included auger and soil sampling, well installation following strict decontamination protocols. Site clearing self-performed using heavy equipment.
Contact: Steve Davenport (404) 817-0170
- **New Falcons Stadium - Atlanta, GA**
Drilling services included auger and wash drilling with soil sampling; rock coring and grouting to depths of 140'.
Contact: Jason Goff (617) 653-0608

MINERAL INVESTIGATIONS

- Slay Tract – Oglethorpe County
- Jones Tract – Butts County
- Banks Tract – Walton County
- Rock Quarry Rd Tract – Hancock County
- Southland Farms Tract – Starr South Carolina
- Lindsey Tract – Meriwether County
- Flat Rock Tract – Morgan County
- Brand Tract – Newton County
- Cheatham Tract – Troup County
- Oakland Tract - Meriwether

REFERENCES

691 Jim Daws Road, Monroe, GA 30656 | Phone: 678-227-2458 |
Email: scott@premier-drilling.com | Website: premier-drilling.com

Section B Initial Screening Criteria

Subcontractor: Premier Drilling, LLC continued

- **WSP**
Todd Jackson (404-561-5857)
- **Golder Associates**
Piete Depree (770) 496-1893
- **Willmer Engineering, Inc.**
Doris Willmer (770) 939-0089
- **Nova**
Steve Willenborg (770) 425-0777
- **Schnabel Engineering**
Joe Monroe (770) 781-8008

CONTACT INFORMATION

Premier Drilling, LLC
691 Jim Daws Road
Monroe, GA 30656

Scott@premier-drilling.com

Scott Towe
678-227-2458 (call or text)

691 Jim Daws Road, Monroe, GA 30656 | Phone: 678-227-2458 |
Email: scott@premier-drilling.com | Website: premier-drilling.com

Section B Initial Screening Criteria

5.1.3: Workload

5.1.3.1: Firm and Subconsultants Outstanding Project Workload

SD	Schematic Design	CD	Construction Documents	BN	Bidding and Negotiation		
DD	Design Development	CA	Construction Administration	CS	Conceptual Studies	PR	Preliminary Report

GMC Geotechnical Georgia Workload				
GMC Projects	Client	Status	Completion	Geotechnical Fee
Briscoe Park	City of Snellville, Georgia	DD	TBD	\$15,000
Lake Point 100 and 200	CORE5	CA	April 2025	\$270,000
On-Call Contract CMT	City of Sandy Springs, Georgia	CA	Ongoing	\$50,000
Macon-Bill Airport Rehabilitation	Bibb County, Georgia	CA	2025	\$100,000
Preliminary Site Investigation (Geotechnical and Environmental)	Savannah-Chatham County Schools	PR	July 2024	\$40,000

5.1.4: Equitable Distribution

GMC has been awarded the geotechnical services at the New Middle and High School at Sequoyah (\$63,500).

5.1.5: Design Fee

5.1.5.1 - 5.1.5.4 Design Fee Attachments

GMC’s design fee attachments have been submitted within the lonwave submittal portal as requested.

We acknowledge receipt of the following addenda:

- **Addendum 1 dated 5/10/2024**
- **Addendum 2 dated 5/22/2024**

Section B Initial Screening Criteria

5.1.6: References

5.1.6.1 References

Our strategy to provide a positive working relationship with the DeKalb County School District can be summed up in one word: COMMUNICATION. We believe success is defined by design excellence and a creative client/firm partnership that enhances accountability, efficiency, and sustainability. GMC specializes in new construction, modernization, renovation, and adaptation of existing facilities to accommodate new use.

As architects and engineers, we find that the most important praise we can receive is from our clients and their desire to use our services again and again. We are very proud of the relationships we have built over the years and value them highly. It is our intent to keep these relationships strong and thriving by continually providing superior services – through creative, affordable, efficient design and thoughtful, responsive communication. We are especially proud to provide the following references for your use.

1 GULF SHORES HIGH SCHOOL PROJECT

Noel Hand, Director of Public Works
City of Gulf Shores
PO Box 299
Gulf Shores, AL 36547
(251) 968-1962

2 VOLKERT, INC.

Glenn T. Slater, CCM
Vice President, Program Management
7515 Halcyon Summit Dr, Suite 102
Montgomery, AL 36117
(205) 214-5500
glenn.slater@volkert.com

3 CORE5 INDUSTRIAL PARTNERS

Harry Allen
Construction Manager
1230 Peachtree Street NE, Suite 1000
Atlanta, GA 30309
(404) 262-5412
hallen@c5ip.com

“ I have the opportunity to partner with GMC on several projects over the years, including recent geotechnical and CMT services for the Percy Julian High School project in Montgomery, AL. GMC has proven itself to be extremely capable and professional through the services they provide and the quality of work they deliver. ”

– Glenn T. Slater, CCM, Vice President,
Program Management, Volkert, Inc.

“ GMC understands how important this project is for us and our community. ”

– Rickey Edmond, Superintendent
Washington County Schools



Section B Initial Screening Criteria

5.1.6: References continued.



Section B Initial Screening Criteria

5.1.6: References continued.

Volkert, Inc.
7515 Halcyon Summit Dr, Suite 102
Montgomery, AL 36117
334-260-3131
www.volkert.com



May 28, 2024

To Whom It May Concern:

I have had the opportunity to partner with Goodwyn Mills Cawood (GMC) on several projects over the years, including recent geotechnical engineering and construction materials testing (CMT) services for the Percy Julian High School project in Montgomery, AL and several projects for the Birmingham and Jefferson County Schools. As a program manager, we work with numerous engineering consulting firms. GMC has proven itself to be extremely capable and professional through the services they provide and the quality of work they deliver.

Their expertise and approach to partnering with every member of the project team allows them to serve as a trustworthy advisor from project start to finish. I know I can call them at any time, and they'll be receptive to our needs and resolve any issue that may arise to the best of their ability.

I am pleased to recommend Goodwyn Mills Cawood for your project and believe you'll find they are a valuable partner that will greatly contribute to your success as a client.

Please do not hesitate to reach out to me if you have any questions.

Sincerely,



Glenn T. Slater, CCM
Vice President
Program Management
Volkert, Inc.
205-214-5500
glenn.slater@volkert.com

A Century of Integrity in Infrastructure

Section B Initial Screening Criteria

5.1.6: References continued.



1230 Peachtree Street NE
Suite 1000
Atlanta GA 30309

May 28, 2024

To Whom It May Concern,

I am writing this letter to share with you how appreciative CORE5 is to Goodwyn Mills Cawood (GMC) for their professionalism, commitment to excellence, and responsiveness. Although we are not in the school construction business, CORE5 has worked with GMC for over a decade with us to deliver quality, on-time services on our projects which have consisted of multi-million-dollar distribution warehouses and developments, moving millions of yards of material, and sampling and testing thousands of yards of concrete.

We have developed a strong process of communication and trust with GMC. They continue to rise to every challenge that we place in front of them. It is without reservation that we give a hearty recommendation for GMC and their ability to work on CMT/special inspections that any school district and community would be proud of.

Thank you,

A handwritten signature in blue ink that reads "Harry Allen".

Harry Allen
Construction Manager
CORE5 Industrial Partners
1230 Peachtree Street NE, Suite 1000
Atlanta, GA 30309
O 404.262.5412
hallen@c5ip.com



Section C
Required Forms

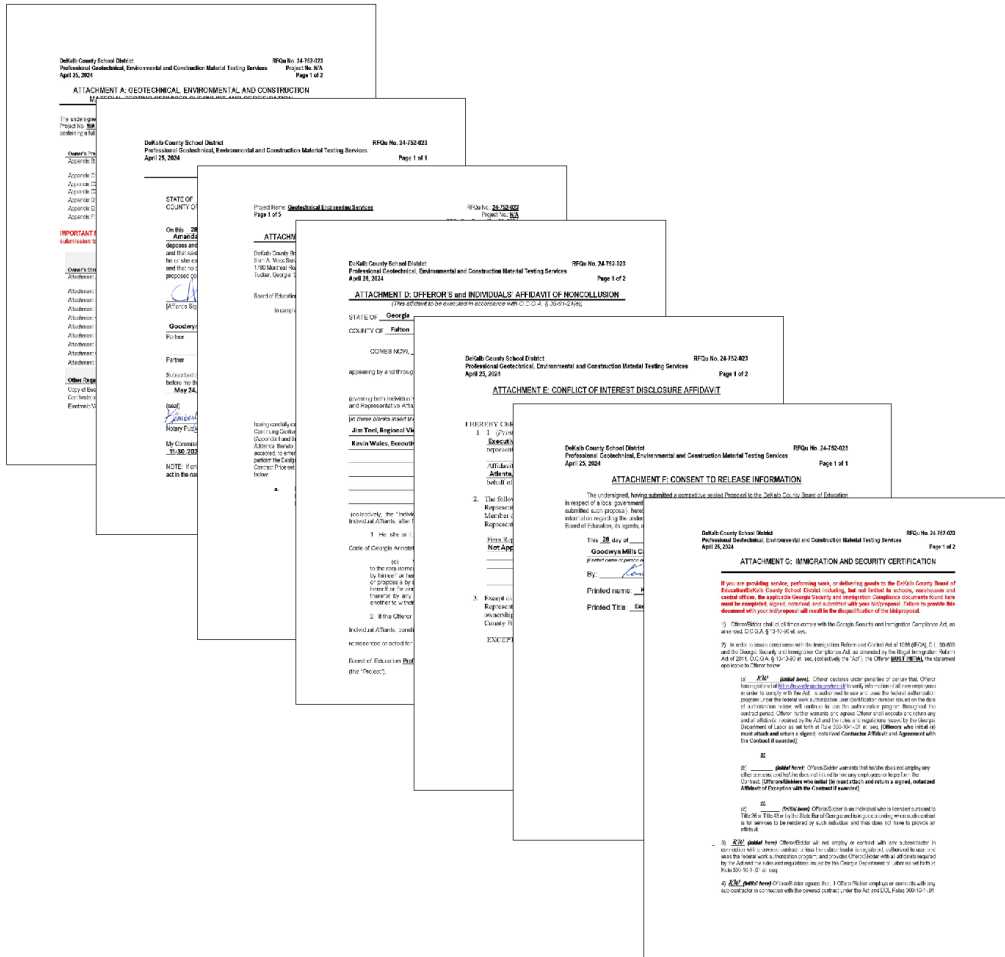


Section C Required Forms

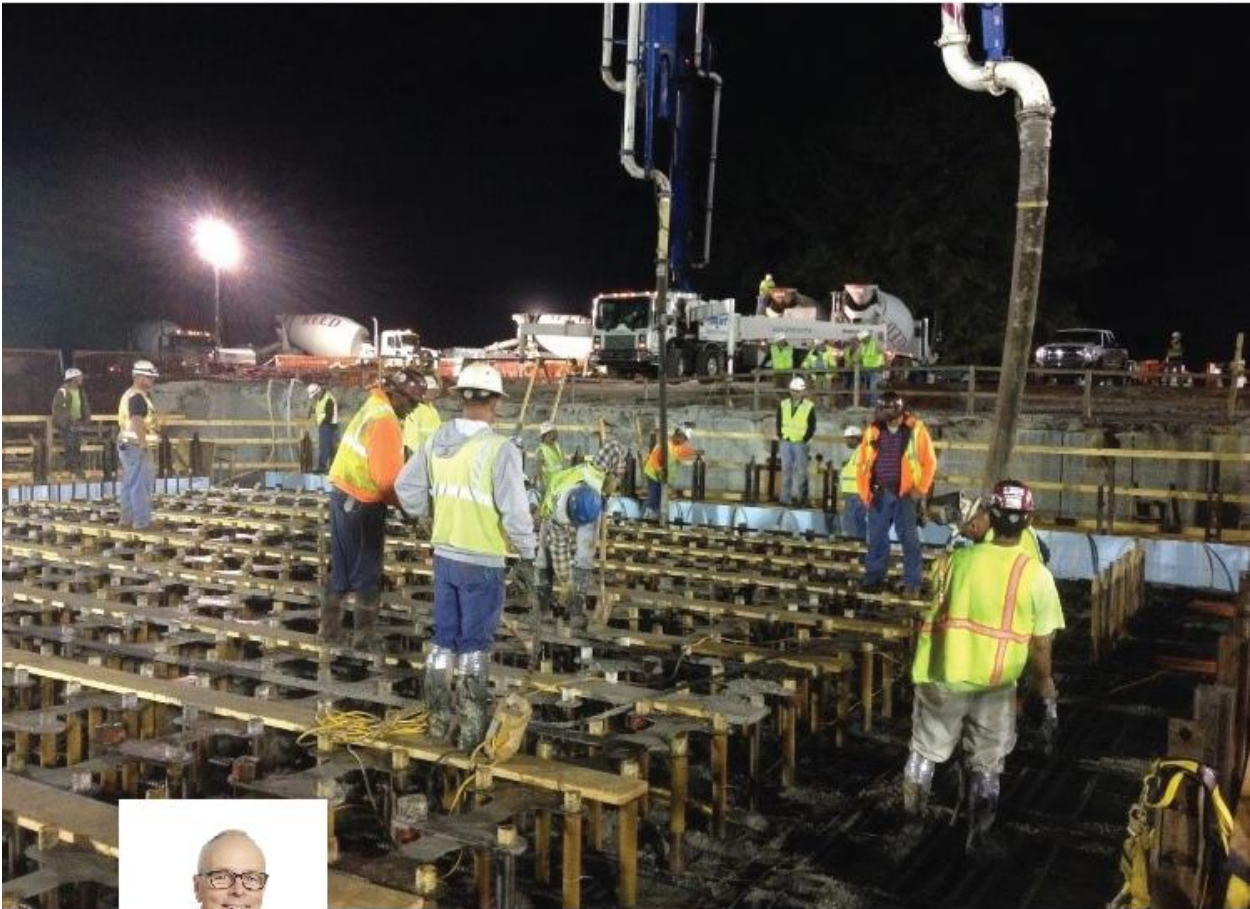
Required DeKalb County School District Forms

We have uploaded the following required forms separately on the DeKalb County School District Inwave.net website as requested in the RFQ.

- Attachment A A/E Checklist and Certification
- Attachment B2 Partnership Certificate
- Attachment C1 Design Fee Form
- Attachment D Offeror's and Individuals' Affidavit of Non-collusion
- Attachment E Conflict of Interest Disclosure Affidavit
- Attachment F Consent to Release Information
- Attachment G Immigration and Security Certification
- Confidential Financial Statements (2022)
- Georgia State of Certificate of Authority
- Insurance Certificate Coverage
- Professional Georgia Licenses
- Business Occupational License



Building Communities.



Kevin Wales, PE
*Executive Vice President, Geotechnical and
Construction Services*

(205) 365-6902
kevin.wales@gmcnetwork.com



Building
Communities



www.gmcnetwork.com

**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 type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input checked="" 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"/>

#1 dated 5/10/2024

Indicate Addenda(s) Nos. # 2 dated 5/22/2024 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:

Goodwyn Mills Cawood, LLC (GMC)

Signature: *Kevin W. Wales* Printed Name: Kevin Wales, PE

Title: Executive VP, Geotechnical and Constr. Services Date: May 28, 2024

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

Notary Public: *Kimberly Lewis* My commission expires: 11 / 30 / 2025

(SEAL)




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

ATTACHMENT B2: PARTNERSHIP CERTIFICATE

STATE OF Georgia
COUNTY OF Fulton

On this 28th day of May, 20 24, personally appeared _____
Amanda Davis, who executed the above proposal, and being first duly sworn,
deposes and says that he or she is a general partner in the firm of Goodwyn Mills Cawood, LLC (GMC)
and that said firm consists of himself or herself and _____ and that
he or she executed the foregoing proposal on behalf of said firm for the uses and purposes stated therein,
and that no one except the above named members of the firm have any financial interest whatsoever in said
proposed contract.



[Affiant's Signature]

Goodwyn, Mills & Cawood, Inc.
Partner

Goodwyn, Mills & Cawood, Inc. 2
Partner

Partner

Partner

Subscribed and sworn to
before me this 28 day of
May 24, 2024

(seal)

Notary Public



My Commission Expires:
11/30/2025

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

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

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

STATE OF Georgia

COUNTY OF Fulton

COMES NOW, Goodwyn Mills Cawood, LLC (GMC) (“Offeror”),
[Name of Offeror]

appearing by and through Kevin Wales, its Executive VP, Geotechnical & Construction Services
[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)]

Jim Teel, Regional Vice President, Georgia

Kevin Wales, Executive Vice President, Geotechnical & Construction Services

(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”).

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Kevin Wales am the (*Title*) Executive Vice President, Geotechnical & Const. Services and I am the duly authorized representative of the firm of (*Firm Name*) Goodwyn Mills Cawood, LLC (GMC) (the "Firm") for purposes of this Affidavit, whose address is (*Firm Address*) 6120 Powers Ferry Road NW, Suite 200 Atlanta, GA 30339, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

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

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature: *Kevin W. Wales*

Printed Name: Kevin Wales, PE

Firm Name: Goodwyn Mills Cawood, LLC (GMC)

Date: May 28, 2024

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

Personally known: Personally Known

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Georgia

My Commission Expires November 30, 2025

Affix Notary Seal Here: *Kimberly Lewis*



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 28 day of May, 2024.

Goodwyn Mills Cawood, LLC (GMC)

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

By: 

Printed name: Kevin Wales

Printed Title: Executive VP, Geotechnical & Construction Services

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

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

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

<u>Kevin W. Wales</u> Signature	<u>May 28, 2024</u> Date
<u>E-Verify # 1215852</u> EEV/Basic Pilot Program User Identification Number	<u>03/06/2024</u> Date of Authorization

Firm Name: Goodwyn Mills Cawood, LLC (GMC)
Street/Mailing Address: 6120 Powers Ferry Road NW, Suite 200
City, State, Zip Code: Atlanta, GA 30339
Telephone Number: (770) 952-2481
Email Address: kevin.wales@gmcnetwork.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28th DAY OF May, 20 24
Kimberly Lewis
Notary Public

My Commission Expires: November 30, 2025





GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **Goodwyn Mills Cawood LLC** Control Number: **21004990**
Business Type: **Foreign Limited Liability Company** Business Status: **Active/Compliance**
NAICS Code: **Any legal purpose** NAICS Sub Code:
Principal Office Address: **2660 Eastchase Ln Suite 200, Montgomery, AL, 36117, USA** Date of Formation / Registration Date: **12/18/2020**
Jurisdiction: **Alabama** Last Annual Registration Year: **2024**
Principal Record Address: **2660 Eastchase Ln Suite 200, Montgomery, AL, 36117, USA**

REGISTERED AGENT INFORMATION

Registered Agent Name: **James Teel, Jr.**
Physical Address: **6120 Powers Ferry Rd NW Suite 200, Atlanta, GA, 30339, USA**
County: **Fulton**


[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION
 You are qualified to provide Consulting Services to the Department of Transportation for the
 area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
Goodwyn, Mills & Cawood, LLC 6120 Powers Ferry Road NW, Suite 200 Atlanta, GA 30339		March 9, 2023	December 8, 2025
SIGNATURE			
			
1. Transportation Planning		3. Highway Design Roadway (continued)	
- 1.01 State Wide Systems Planning		- 3.09 Traffic Control System Analysis, Design and Implementation	
<input checked="" type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning		- 3.10 Utility Coordination	
<input checked="" type="checkbox"/> 1.03 Aviation Systems Planning		<input checked="" type="checkbox"/> 3.11 Architecture	
- 1.04 Mass and Rapid Transportation Planning		<input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway)	
- 1.05 Alternate System and Corridor Location Planning		<input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians	
- 1.06 Unknown		- 3.14 Historic Rehabilitation	
<input checked="" type="checkbox"/> 1.06a NEPA Documentation		<input checked="" type="checkbox"/> 3.15 Highway Lighting	
- 1.06b History		- 3.16 Value Engineering	
- 1.06c Air Studies		- 3.17 Design of Toll Facilities Infrastructure	
- 1.06d Noise Studies			
<input checked="" type="checkbox"/> 1.06e Ecology		4. Highway Structures	
- 1.06f Archaeology		- 4.01a Minor Bridges Design	
- 1.06g Freshwater Aquatic Surveys		- 4.01b Minor Bridges Design CONDITIONAL	
		- 4.02 Major Bridges Design	
- 1.06h Bat Surveys		- 4.03 Movable Span Bridges Design	
- 1.07 Attitude, Opinion and Community Value Studies		- 4.04 Hydraulic and Hydrological Studies (Bridges)	
<input checked="" type="checkbox"/> 1.08 Airport Master Planning		- 4.05 Bridge Inspection	
<input checked="" type="checkbox"/> 1.09 Location Studies			
- 1.10 Traffic Studies		5. Topography	
- 1.11 Traffic and Toll Revenue Studies		- 5.01 Land Surveying	
- 1.12 Major Investment Studies		- 5.02 Engineering Surveying	
<input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning		- 5.03 Geodetic Surveying	
		- 5.04a Aerial Photography/Conventional Aircraft	
2 Mass Transit Operations		- 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade	
- 2.01 Mass Transit Program (Systems) Management		- 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade	
- 2.02 Mass Transit Feasibility and Technical Studies		- 5.05 Aerial Photogrammetry	
- 2.03 Mass Transit Vehicle and Propulsion System		- 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)	
- 2.04 Mass Transit Controls, Communications and Information Systems		- 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)	
- 2.05 Mass Transit Architectural Engineering		- 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)	
- 2.06 Mass Transit Unique Structures		- 5.06d Topographic Remote Sensing (SONAR)	
- 2.07 Mass Transit Electrical and Mechanical Systems		- 5.06e Topographic Remote Sensing Thermal and Infrared	
- 2.08 Mass Transit Operations Management and Support Services		<input checked="" type="checkbox"/> 5.07 Cartography	
<input checked="" type="checkbox"/> 2.09 Aviation		- 5.08 Subsurface Utility Engineering	
- 2.10 Mass Transit Program (Systems) Marketing			
3 Highway Design Roadway		6. Soils, Foundation & Materials Testing	
<input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design		<input checked="" type="checkbox"/> 6.01a Soil Surveys	
<input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers		<input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies	
<input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas		<input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies	
<input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design		<input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation)	
- 3.05 Design of Urban Expressway and Interstate		<input checked="" type="checkbox"/> 6.04a Laboratory Materials Testing	
- 3.06 Traffic Operations Studies		<input checked="" type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials	
- 3.07 Traffic Operations Design		- 6.05 Hazard Waste Site Assessment Studies	
<input checked="" type="checkbox"/> 3.08 Landscape Architecture			
		8. Construction	
		- 8.01 Construction Supervision	
		<input checked="" type="checkbox"/> 8.02 Airport Construction Administration and Observation	
		9. Erosion and Sedimentation Control	
		- 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
		- 9.02 Rainfall and Runoff Reporting	
		- 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	



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
Goodwyn, Mills, and Cawood, 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

Goodwyn, Mills, and Cawood, LLC Information

Address: 6120 Powers Ferry Road NW
Suite 350
Atlanta, GA 30339
Phone: (770) 952-2481
Web Address: <http://www.gmcnetwork.com/>

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

Kevin Wales

Signature

Submitted at 5/30/2024 12:35:54 PM (ET)

kevin.wales@gmcnetwork.com

Email

Requested Attachments

Attachment A - Geotechnical, Environment and Construction Material Testing Services Checklist and Certification

Please upload both pages.

Attachment A_Certification Form_GMC.pdf

Attachment B1, B2, or B3

Please upload the form that applies to your company.

Attachment B2_Partnership Certificate_GMC.pdf

Attachment C Geotechnical, Environmental and Construction Material Testing Professional Rate Schedule Form

Please upload all pages.

Attachment C_Rate Schedule_GMC.pdf

Attachment - D Offeror's and Individuals' Affidavit of Noncollusion

Please upload both pages.

Attachment D_Affidavit of Noncollusion_GMC.pdf

Attachment E - Conflict of Interest Disclosure Affidavit

Please upload both pages.

Attachment E_Conflict of Interest_GMC.pdf

Attachment F - Consent to Release Information

Attachment F_Consent to Release Form_GMC.pdf

Attachment G - Immigration and Security Certification

Please upload both pages.

Attachment G_Immigration and Security Certification_GMC.pdf

Attachment H No Submittal Response

No response

Professional Licenses

Please upload valid professional licenses for prime contractor and sub-consultants.

Professional Licenses_Georgia_GMC.pdf

Georgia Secretary of State

Provide a copy of certification for proper incorporation or registration from Georgia

GA SOS Certificate of Authority_GMC.pdf

Secretary of State.

Technical Proposal

RFQu24-752-023_DCSD-Geotechnical Environmental and CMT_GMC submittal.pdf

Certificate of Insurance

Insurance Certificate Coverage_GMC.pdf

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.

- g. "Stated Cost Limitation" shall be the maximum amount that the Owner is authorized to spend to construct the Project as determined and established by the Owner.
 - h. "Record Plans and Specifications" shall be the as-built plans and specifications including, but not limited to, actual location of utility lines, and any approved change orders.
- 2. The Geotechnical, Environmental and Construction Material Testing Services agrees not to assign or transfer any interest or rights in the Contract to any person or entity without the advanced written consent of the Owner. The Geotechnical, Environmental and Construction Material Testing Services agrees to utilize the design and management team represented to the Owner and agrees that no substitutions, additions, or deletions to this team shall occur without the advanced written consent of the Owner. The Owner agrees to provide a response to the Geotechnical, Environmental and Construction Material Testing Services within 14 days of any such request by the Geotechnical, Environmental and Construction Material Testing Services.
- 3. Prior to beginning the "Preliminary Plans and Specifications," the Geotechnical, Environmental and Construction Material Testing Services shall first consult in detail with the Owner to determine and understand the Owner's Program. Within 10 days of such consultation, the Geotechnical, Environmental and Construction Material Testing Services shall prepare and submit to the Owner a written report detailing and confirming the Geotechnical, Environmental and Construction Material Testing Services' understanding of the Owner's Program. The Geotechnical, Environmental and Construction Material Testing Services' report must include, but is not limited to, the identification of any design, construction, scheduling, budgetary, operational, or other issues, problems or impediments foreseen by the Geotechnical, Environmental and Construction Material Testing Services concerning the Project, the Program, or both. The Geotechnical, Environmental and Construction Material Testing Services' report should include proposed solutions or recommendations, for the Owner's consideration, to resolve, eliminate, minimize or mitigate any such issues, problems or impediments. The Geotechnical, Environmental and Construction Material Testing Services' report shall also include any applicable educational specifications and GaDOE requirements.
- 4. The Geotechnical, Environmental and Construction Material Testing Services shall obtain written authorization from the Owner before proceeding with each next stage of Geotechnical, Environmental and Construction Material Testing Services, including the "Preliminary Plans and Specifications," the "Check Set Plans and Specifications," and the "Final Plans and Specifications," as defined in "Guidelines for Submission of Documents for Review of Planning, Bidding, and Construction of Educational Facilities" (as may be amended from time to time, always using the most recently published edition).
- 5. The Geotechnical, Environmental and Construction Material Testing Services agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project. The Geotechnical, Environmental and Construction Material Testing Services also agrees to comply with all applicable GaDOE rules and guidelines and to make required submittals in a timely manner to GaDOE's Facility Services Unit. The Geotechnical, Environmental and Construction Material Testing Services shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure

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

6. The 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.

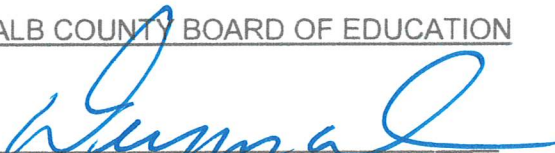
OWNER:

GEOTECHNICAL, ENVIRONMENTAL
AND CONSTRUCTION MATERIAL
TESTING SERVICES:

DEKALB COUNTY BOARD OF EDUCATION

GOODWYN MILLS CAEWOOD, LLC

By:



[Signature]

By:



[Signature]


Mr. Dijon DaCosta, Sr., Board Chairperson

[Printed Name, Title]

Kevin Wales, PE

[Printed Name]

By:



[Signature]

Executive Vice President, Geotechnical
and Construction Services

[Title]

Dr. Devon Q. Horton, Superintendent

[Printed Name, Title]

1701 Mountain Industrial Blvd.

6120 Powers Ferry Rd, NW, Suite 200

Stone Mountain, Georgia 30083

[Printed Address]

Atlanta, Georgia 30339

[Printed Address]

10/8/2024

[Date of Execution]

September 4, 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.

E-Verify #1215852

March 6, 2024

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

GOODWYN MILLS CAWOOD, LLC

September 4, 2024

Company Name / Contractor Name

Date

Kevin W. Wales

September 4, 2024

BY: Signature of Authorized Officer or Agent

Date

Executive Vice President, Geotechnical and Construction Services

Title of Authorized Officer or Agent of Contractor

Kevin Wales, PE

Printed Name of Authorized Officer or Agent

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

Kimberly Lewis
Notary Public

My Commission Expires: November 30, 2025



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 **GOODWYN MILLS CAWOOD, 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.

644243
EEV/Basic Pilot Program User Identification Number

3/4/2013
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.

[Signature]
BY: Authorized Officer or Agent

9/4/24
Date

Premier Drilling LLC
(Subcontractor Name)

VP
Title of Authorized Officer or Agent of Subcontractor

Scott Towce
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
4th DAY OF September, 20 24
Kimberly Lewis
Notary Public
My Commission Expires: November 30, 2025



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 **GOODWYN MILLS CAWOOD, 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.

2034449 12/05/2022
EEV/Basic Pilot Program User Identification Number Date of Authorization

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

Autumn Williams 9/4/2024
BY: Authorized Officer or Agent Date

Applied Technical Services
(Subcontractor Name)
HR Coordinator
Title of Authorized Officer or Agent of Subcontractor
Autumn Williams
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
4th DAY OF September, 2024
Kiel Cooper
Notary Public
My Commission Expires: 3/14/2025

