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## **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

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This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **ECS Southeast, LLC**, authorized to do business in the State of Georgia, whose business address is **4860 Clark Howell Highway, College Park, Georgia 30349** (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 **Brian Schiessle, PE** 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:

**4860 Clark Howell Highway  
College Park, Georgia 30349**

Email: [bschiessle@ecslimited.com](mailto:bschiessle@ecslimited.com)

ATTENTION:     **Brian E. Schiessle, PE**    

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

## ARTICLE 24

### MISCELLANEOUS

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

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

hereof will constitute a waiver of Owner's right to demand strict compliance with the terms hereof.

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


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

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature]

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

By:   
[Signature]

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

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

10/8/2024  
[Date of Execution]

GEOTECHNICAL, ENVIRONMENTAL AND  
CONSTRUCTION MATERIAL TESTING  
SERVICES:

ECS SOUTHEAST, LLC  
[Typed Name]

By:   
[Signature]

Brian E. Schiessle, P.E., Vice President

[Printed Name, Title]

4860 Clark Howell Highway

College Park, Georgia 30349  
[Printed Address]

09.03.2024  
[Date of Execution]

  
Erick Hofstetter, Chief Operating Officer

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-023

RFQu 24-752-023 Attachment Package

RFQu 24-752-023 Appendices Package

Addendum No. 1 Dated May 10, 2024

Addendum No. 2 Dated May 22, 2024

Attachments:

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

**EXHIBIT "B"**

**WORK AUTHORIZATION FORM**

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

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

**PROJECT NAME AND NUMBER**

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

**SCOPE OF SERVICES**

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

**SCHEDULE**

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

**COMPENSATION**

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

**EXHIBIT "C"**

**STAFFING SCHEDULE**

<b><u>Name</u></b>	<b><u>Function</u></b>
Brian Schiessle, PE, Vice President	Point of Contact
Jenny Clark, REM	Industrial Hygiene Senior Project Manager
Dan McHugh, REM, Vice President	Environmental Due Diligence Principal
Robert Barnes, PE, PG	Geotechnical Principal
Paul Feist, PE	Materials Testing Principal
Steven Schultz, PE	Materials Testing Senior Project Manager
L. Ray Gideon, Vice President	Facilities Principal
Karen McHugh, RA, AIA, NBCARB, LEED, AP	Facilities Associate Principal

**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,

\_\_\_\_\_  
ECS Southeast, LLC

*[legal name of Engineer]*

\_\_\_\_\_  
4860 Clark Howell Highway

\_\_\_\_\_  
College Park, GA 30349

*[address of Engineer]*

\_\_\_\_\_  
404.326.3149

*[telephone number of Engineer]*

\_\_\_\_\_  
bschiessle@ecslimited.com

*[email address of Engineer]*

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

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

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>185</u> per hour
Sr. Engineer:	\$ <u>155</u> per hour
Project Engineer:	\$ <u>135</u> per hour
Sr. Environmental Lead:	\$ <u>150</u> per hour
Environmental Specialist:	\$ <u>125</u> per hour
Technical/CADD Tech:	\$ <u>125</u> per hour
Clerical/Admin:	\$ <u>65</u> per hour

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

<b>Geotechnical Surveying Services</b>		<b>Unit Price</b>	
Standard Boring – Until Refusal (Assumes 50' or less)		\$	900
Deep Boring – At least 15 Ft. (Assumes 15')		\$	270
Manual Hand-Auger Borings (Assumes 5')		\$	75
Seismic Site Class in Accordance with ASCE 7-10 based on shear wave velocity method.		\$	3,000
Seismic Risk-based hazard analysis in accordance with ASCE 7-10		\$	3,000
Mobilization of Drill Rig		\$	850
Consolidation Test (ASTM D2435, Method B - Up to 8 steps)		\$	900
Undisturbed (Shelby Tube) Sample (Per Attempt)		\$	100
Natural Moisture Content Test		\$	10
Atterberg Limits Test		\$	100
<b>Environmental Services</b>		<b>Unit Price</b>	
Conduct Phase I – Environmental Site Assessment in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and current ASTM Practice E.		\$	2,200
Phase I - Environmental Disclosure (Executive Summary) in accordance with current ASTM protocol.		\$	1,500
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.		\$	900
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.		\$	800
ARCHIE Study		\$	1,300
ALOHA Study		\$	1,600
Conduct Phase II – Environmental Study (and Report)*		\$	10,300
Laboratory Testing		\$	QOR
<b>Materials Testing and Special Inspection Services</b>		<b>Unit Price</b>	<b>Hourly Rate</b>
ITEM 1: NPDES INSPECTIONS: Perform weekly erosion inspections of installed erosion control measures and obtaining runoff samples for turbidity analysis.		\$	\$ 65
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
ITEM 3: IBC Special Inspector for Building, Slab, Foundations & Walls:			\$80
3.1 Foundation inspections and bearing capacity verifications.		\$	\$ 105
3.2 Sub-grade evaluation.		\$	\$ 105
3.3 Steel reinforcing inspections.		\$	\$ 80
ITEM 4: Concrete – ACI Certified Engineering Technician for Building & Concrete Retaining Walls: Sampling and testing of concrete & grout.		\$	\$ 65
ITEM 5: Concrete Masonry Testing: Certified Concrete Masonry Inspector		\$	\$ 65
ITEM 6: Sprayed Fire-Resistant Materials Inspector: Certified SFRM Inspector		\$	\$ 80
ITEM 7 - Structural Steel Inspector:		\$	\$ 135

*\* Phase II - Environmental Study (and Report) includes three borings, soil and GW analysis for VOCs and SVOCs only with drilling, utility locating and reporting*

7.1 Site Inspection & Testing of connection bolts, welds, and decking.	\$	\$ 135
7.2 Full Penetration Weld Inspections – Ultrasound testing	\$	\$ 165
ITEM 8– Asphalt Testing - Senior Engineering Technician: Coring of asphalt for thickness and density determination of binder and surface courses.	\$ 600	\$
ITEM 9 - Laboratory Testing		
9.1 Concrete Cylinders	\$ 21	\$
9.2 Compressive Strength Testing Grout Prisms	\$ 30	\$
9.3 Soil - Standard Moisture Density Relationship Tests	\$ 135	\$
9.4 GAB - Modified Moisture Density Relationship Tests	\$ 195	\$
9.5 Asphalt Lab Testing Density & Thickness Determination	\$ 45	\$
9.6 SFRM Samples: Density & Thickness Determination	\$ 45	\$
ITEM 10 – Principal Engineer: Professional Registered Engineer for Engineering Consulting and Report Review	\$	\$ 185

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

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

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

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

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

Respectfully submitted,

\_\_\_\_\_  
ECS Southeast, LLC

*[typed name of Engineer]*

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

\_\_\_\_\_  
Vice President, Principal

*[typed name and title]*

\_\_\_\_\_  
4860 Clark Howell Highway  
College Park, GA 30349

*[address of Engineer]*

(\_\_\_\_\_) 404 326.3149 \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
May 30, 2024

*[date of execution]*

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

**(For Joint Venture Proposals)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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,

ECS Southeast, LLC  
*[legal name of Engineer]*  
4860 Clark Howell Highway  
College Park, GA 30349  
*[address of Engineer]*  
404.326.3149  
*[telephone number of Engineer]*  
bschiessle@ecslimited.com  
*[email address of Engineer]*

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

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

<b>Title/Position</b>	<b>Hourly Rate</b>
Principal:	\$ <u>185</u> per hour
Sr. Engineer:	\$ <u>155</u> per hour
Project Engineer:	\$ <u>135</u> per hour
Sr. Environmental Lead:	\$ <u>150</u> per hour
Environmental Specialist:	\$ <u>125</u> per hour
Technical/CADD Tech:	\$ <u>125</u> per hour
Clerical/Admin:	\$ <u>65</u> per hour

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

<b>Geotechnical Surveying Services</b>		<b>Unit Price</b>	
Standard Boring – Until Refusal (Assumes 50' or less)		\$	900
Deep Boring – At least 15 Ft. (Assumes 15')		\$	270
Manual Hand-Auger Borings (Assumes 5')		\$	75
Seismic Site Class in Accordance with ASCE 7-10 based on shear wave velocity method.		\$	3,000
Seismic Risk-based hazard analysis in accordance with ASCE 7-10		\$	3,000
Mobilization of Drill Rig		\$	850
Consolidation Test (ASTM D2435, Method B - Up to 8 steps)		\$	900
Undisturbed (Shelby Tube) Sample (Per Attempt)		\$	100
Natural Moisture Content Test		\$	10
Atterberg Limits Test		\$	100
<b>Environmental Services</b>		<b>Unit Price</b>	
Conduct Phase I – Environmental Site Assessment in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and current ASTM Practice E.		\$	2,200
Phase I - Environmental Disclosure (Executive Summary) in accordance with current ASTM protocol.		\$	1,500
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.		\$	900
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.		\$	800
ARCHIE Study		\$	1,300
ALOHA Study		\$	1,600
Conduct Phase II – Environmental Study (and Report)*		\$	10,300
Laboratory Testing		\$	QOR
<b>Materials Testing and Special Inspection Services</b>		<b>Unit Price</b>	<b>Hourly Rate</b>
ITEM 1: NPDES INSPECTIONS: Perform weekly erosion inspections of installed erosion control measures and obtaining runoff samples for turbidity analysis.		\$	\$ 65
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
ITEM 3: IBC Special Inspector for Building, Slab, Foundations & Walls:			\$80
3.1 Foundation inspections and bearing capacity verifications.		\$	\$ 105
3.2 Sub-grade evaluation.		\$	\$ 105
3.3 Steel reinforcing inspections.		\$	\$ 80
ITEM 4: Concrete – ACI Certified Engineering Technician for Building & Concrete Retaining Walls: Sampling and testing of concrete & grout.		\$	\$ 65
ITEM 5: Concrete Masonry Testing: Certified Concrete Masonry Inspector		\$	\$ 65
ITEM 6: Sprayed Fire-Resistant Materials Inspector: Certified SFRM Inspector		\$	\$ 80
ITEM 7 - Structural Steel Inspector:		\$	\$ 135

*\* Phase II - Environmental Study (and Report) includes three borings, soil and GW analysis for VOCs and SVOCs only with drilling, utility locating and reporting*



- (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,

\_\_\_\_\_  
ECS Southeast, LLC

*[typed name of Engineer]*

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

\_\_\_\_\_  
Vice President, Principal

*[typed name and title]*

\_\_\_\_\_  
4860 Clark Howell Highway  
College Park, GA 30349

*[address of Engineer]*

(\_\_\_\_\_) 404 326.3149 \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
May 30, 2024

*[date of execution]*

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

**(For Joint Venture Proposals)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT "E"

### OTHER INSURANCE

1.1 The GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES shall maintain the following other insurance at all times this Contract is in effect and for a period of six (6) years after Final Completion of the Project. The GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Contract. Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

1.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

1.1.2 Comprehensive Commercial General Liability ("CGL") including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$2,000,000, which shall apply on a per-project basis;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000.

1.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$2,000,000 annual aggregate, \$1,000,000 per occurrence.

1.1.4 Professional Liability (Errors and Omissions); as per Article 8 of the Contract.

1.1.5 Excess/Umbrella Liability Insurance with limits of at least \$5,000,000 per occurrence and in the aggregate which shall provide excess coverage above all insurance described in this Section 1.1.

1.1.6 The Owner and the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES waive all rights against (1) each other and any of their subcontractors, subconsultants, agents and employees, each of the other, and (2) the Contractor, the Contractor subcontractors, if any, and any of their subcontractors, sub-contractors, agents and employees, for damages caused by fire or other causes of loss to the extent fully covered by property insurance obtained pursuant to Paragraph 1.1.2(e) above or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES as fiduciary.

1.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in subparagraphs 1.1.2, 1.1.3 and 1.1.5 and shall be indicated as such on certificates of insurance required herein.

1.2.1 With respect to CGL Insurance only, all CGL insurance policies shall contain additional insured endorsements forms CG 20 10 11 85, CG 20 10 10 01, CG 20 37 10

01, or their substantial equivalents, so that the policies provide additional insured coverage for (a) both ongoing and completed operations; and (b) liability “arising out of” GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING Services’ work.

1.2.2 Each certificate shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until thirty (30) days after the Owner has received written notice evidenced by return receipt of registered letter.

1.2.3 Each primary and excess/umbrella CGL and Automobile Liability insurance policy required to be maintained by the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES and any of its subcontractors or subconsultants shall be primary to and non-contributory with any insurance carried by the Owner and DeKalb County School District, such that no primary, excess or umbrella insurance carried by the Owner or DeKalb County School District shall be required to respond to any claim, suit or demand, if at all, until all applicable primary and excess/umbrella CGL and Automobile Liability insurance policies maintained by the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES and any of its subcontractors and subconsultants have been exhausted.

1.2.4 The primary, excess/umbrella CGL and Automobile Liability insurance policies maintained by the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES and any of its subcontractors or subconsultants shall not contain any insured vs. insured, cross-liability or cross-claim exclusion or endorsement barring coverage for any claims by the Owner or DeKalb County School District against the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES or any other insured under said policies.

1.3 In the event that the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES elects to retain subcontractors or subconsultants and the Owner approves said retention, the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES shall require all such subcontractors and subconsultants to comply with the insurance and notice requirements of this **Exhibit E**, including but not limited to (a) maintaining the types and amounts of insurance described in this **Exhibit E**; and (b) having the DeKalb County Board of Education and DeKalb County School District named as additional insureds on all such insurance pursuant to Paragraph 1.2 of this **Exhibit E**. The GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES assumes all liability for its subcontractors’ and subconsultants’ failure to comply with insurance provisions of this **Exhibit E**.

**EXHIBIT "F"**

**ASBESTOS EXCLUSION CERTIFICATION FORM  
(NEW CONSTRUCTION & ADDITIONS ONLY)**

In compliance with Asbestos Hazard Emergency Response Act (AHERA) Part 763 "Asbestos", Subpart E "Asbestos-Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a) (7), I \_\_\_\_\_, the Geotechnical, Environmental and Construction Material Testing Services

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

of record for \_\_\_\_\_, \_\_\_\_\_  
**(Project Name) (Substantial Completion Date)**

located in DeKalb County School District, \_\_\_\_\_ (the "Project")  
**(School System Name) (State Project Number)**

certify that **[initial one of the following]:**

(i) to my actual knowledge, no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document for the Project. **[initial if applicable]:** \_\_\_\_\_

or

(ii) to the best of my knowledge, no ACBM was used as a building material on the Project. **[initial if applicable]:** \_\_\_\_\_

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

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

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

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

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

**EXHIBIT "G"**

**GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES PROPOSAL**

DeKalb County Board of Education  
Operations Division  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 30084-6705  
Attention: Dr. Tijauna Naylor-Smith

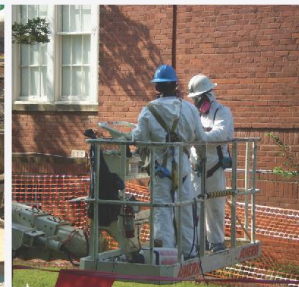
# DeKalb County Board of Education

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

May 30, 2024

CONSTRUCTION MATERIALS

FACILITIES



GEOTECHNICAL

ENVIRONMENTAL





## 4.0 STATEMENT OF QUALIFICATIONS

### 4.1 LETTER OF INTRODUCTION

May 30, 2024

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

Dear Dr. Tijauna Naylor-Smith,

ECS Southeast, LLC (ECS) submits its statement of qualifications in response to the DeKalb County School District's (DCSD) RFQu No. 24-752-023 for Professional Geotechnical, Environmental, and Construction Material Testing Services. We have framed our submission to meet the unique needs and rigorous standards of your educational infrastructure projects, understanding the critical expectations set forth by DeKalb County School District. Our team's extensive experience and proven track record in providing specialized services position us well to support the DeKalb County School District's mission and contribute meaningfully to the enhancement of your facilities.

Our team has carefully reviewed the specifications and requirements outlined in the RFQu document and is fully prepared to adhere to the DeKalb County School District's guidelines and timelines. ECS brings a rich history of partnership with school districts across Georgia, showcasing our commitment to supporting educational excellence through our specialized services.

Included in our submission, you will find a comprehensive statement of qualifications that demonstrates our ability to meet and exceed the District's demands. We have highlighted relevant projects that illustrate our capability, innovation, and dedication to client satisfaction. Additionally, we elaborate upon our team's qualifications, project approach, and commitment to safety and quality assurance, helping to ensure that ECS is the best fit for the DeKalb County School District's needs.

We sincerely appreciate the opportunity to present our qualifications and look forward to the possibility of contributing to the DeKalb County School District's goals. Our team is ready and available for any further discussions or information requests the Selection Committee may have.

Thank you for considering ECS for this critical engagement. We are committed to supporting the DeKalb County School District in achieving its objectives and eagerly await the chance to play a role in the future of DeKalb County School District's educational environment. We would be pleased to discuss our capabilities further, address any questions you may have, and explore how we can best contribute to the success of DeKalb County School District, please feel free to contact me directly at 404.326.3149.

Respectfully Submitted,

Brian E. Schiessle, PE  
Office Manager/Vice President  
bschiessle@ecslimited.com

## 4.0 STATEMENT OF QUALIFICATIONS



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## 4.0 STATEMENT OF QUALIFICATIONS

### 4.3 COMPLIANCE INFORMATION



#### 4.3.1 Certified by the Georgia Secretary of State

##### 4.3.1.1 Legal Name of Company

ECS Southeast, LLC is a reputable and established engineering and consulting firm that will be the legal entity held responsible for the performance of the aspects of the contract. We operate as a Limited Liability Company (LLC), ensuring a robust framework for delivering outstanding services.

The point of contact for the future correspondence and communications is Brian Schiessle, PE reachable at 4860 Clark Howell Parkway, College Park, GA 30349 and 404.326.3149. ECS Southeast, LLC is one of the operating entities of the ECS Group of Companies. ECS currently operates in more than 85 locations throughout Eastern, Southeastern, Southwestern and Midwestern states.

##### BRIEF HISTORY

Engineering Consulting Services (ECS) is one of the largest and most rapidly growing engineering and consulting companies in the US. Founded in 1988, ECS is a leader in geotechnical, environmental, construction materials and facilities engineering. We are currently ranked 64 in Engineering News-Record's Top 500 Design Firms (April 2024) and number two in Zweig Group's 2023 Hot Firms (June 2023).

##### 4.3.1.2 Copy of Certification for Proper Incorporation

Provided on the following page.

#### 4.3.2 The Firm must be properly registered, licensed, and certified at the time of submission

##### 4.3.2.1 Provide copy of current Georgia Professional Registration for Geotechnical, Environmental and Construction Material Testing

Copies of required licenses on the following pages.

# 4.0 STATEMENT OF QUALIFICATIONS

## 4.3 COMPLIANCE INFORMATION

### STATE OF GEORGIA

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

Control Number: 23235929

#### CERTIFICATE OF EXISTENCE

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

**ECS Southeast, LLC**  
A Foreign Limited Liability Company

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

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

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

Docket Number: 26920931  
Date Issued/Filed: 11/14/2023  
Jurisdiction: Virginia  
Print Date: 03/15/2024  
Form Number: 211



*Brad Raffensperger*  
Brad Raffensperger  
Secretary of State



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

#### Licensee Details

Licensee Information			
<b>Name:</b> ECS Southeast, LLP	<b>Owner:</b>		
<b>Address:</b> 14026 Thunderbolt Place Suite 900 Chantilly VA 20151			
Primary Source License Information			
<b>Lic #:</b> PEP006817	<b>Profession:</b> Engineers / Land Surveyors	<b>Type:</b> Engineer Firms	
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active	
<b>Issued:</b> 3/21/2006	<b>Expires:</b> 6/30/2024	<b>Last Renewal:</b> 6/30/2022	<b>Date:</b>
Associated Licenses			
<b>Relationship:</b> Employment			
<b>Licensee:</b> Geiger, Stephen J	<b>License Type:</b> Professional Engineer		
<b>License #:</b> PEO26032	<b>License Status:</b> Active		
<b>Established:</b> 3/21/2006	<b>Association Date:</b>	<b>Expiry:</b>	
<b>Type:</b> Prerequisite User			
<b>Relationship:</b> Employment			
<b>Licensee:</b> Nance, Richard L	<b>License Type:</b> Professional Engineer		
<b>License #:</b> PEO16742	<b>License Status:</b>		
<b>Established:</b> 3/21/2006	<b>Association Date:</b>	<b>Expiry:</b>	
<b>Type:</b> Prerequisite User			
<b>Public Board Orders:</b> Please see Documents section below for any Public Board Orders			
<b>Other Documents:</b> No Other Documents			

Data current as of: June 28, 2022 @ 9:26

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7625

**COBB COUNTY  
OCCUPATION TAX CERTIFICATE**  
P.O. BOX 649 • MARIETTA, GEORGIA 30061-0649  
(770) 528-5410

**NOT TRANSFERABLE**

<p><b>BUSINESS LOCATION</b> 1281 KENNESTONE CIR, SUITE 200 DATE ISSUED 01-05-2024</p> <p><b>D/B/A ECS SOUTHEAST LLP</b> <b>ATTN: BRIAN SCHIESSLE</b> <b>ECS SOUTHEAST LLP</b> 1281 KENNESTONE CIR, SUITE 200 MARIETTA, GA 30068</p>	<p><b>CERTIFICATE NUMBER</b> 118785 <b>FOR YEAR</b> 2024 <b>CERTIFICATE EXPIRES</b> 12-31-2024</p> <p><b>TYPE PROFESSIONAL</b></p>
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Only valid at this location and when location conforms to Gwinnett County Ordinance

**Gwinnett County Licensing and Revenue**  
446 W. Oregon Street, Suite 300, Lawrenceville, GA 30046

**DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW**

Date Issued: March 28, 2024      Certificate Number: 2024210055  
Expires: March 31, 2025

**Business Name:** ECS SOUTHEAST, LLP  
**Description:** Engineering Services

**Business Location**  
1550 N BROWN RD  
STE 140  
LAWRENCEVILLE GA 30043-8154

**MAIL TO:**  
ECS SOUTHEAST, LLP  
C/O BRIAN SCHIESSLE  
1550 N BROWN RD, STE 140  
LAWRENCEVILLE GA 30043-8154

**2024**  
Not Transferable

**Permits and License Division**  
This registration must be displayed in a conspicuous place in your business establishment. This registration is not transferable. Valid for Calendar Year 2024.

**CLAYTON COUNTY**  
CONSUMERY EMPLOYMENT

<b>Business Name:</b> ECS SOUTHEAST, LLC	<b>Mailing Address:</b> 14030 THUNDERBOLT PL CHANTILLY VA 20151
<b>Business Location:</b> 4860 CLARK HOWELL HWY ATLANTA GA 30349	
<b>Owner:</b> ENGINEERING CONSULTING SERVICES LTD	
<b>License Number:</b> BL-42827-2018-156397	<b>License Type:</b> Business License
<b>Issue Date:</b> 3/29/2024	<b>Classification:</b> In Jurisdiction
<b>Expiration Date:</b> 12/31/2024	<b>Business Type:</b> 541330-Engineering Services

**Restrictions and Comments:**

**WELLS FARGO**      Commercial Banking  
Capital Region  
Mail Stop 900  
1750 Riverside Dr., 9th Floor  
McLean, VA 22102  
wfb@ef.com

February 21, 2024

Re: Engineering Consulting Services, Ltd, and subsidiaries ("ECS")

To Whom it may Concern:

Please be advised that ECS ("Company") has been a client of Wells Fargo Bank, N.A. (the "Bank") since 1976. The company maintains its primary operating accounts with the Bank. In addition to the deposits on hand, ECS also maintains a \$20,000,000 line of credit with the Bank due to mature 03/09/2025. All the accounts and the line of credit have performed as agreed since inception.

Please note that the information and opinion provided herein are given in confidence and for your private use only and is furnished as a matter of business courtesy on the expressed understanding that no responsibility is assumed on the part of the Bank or any of its officers whether in law, contract or otherwise.

If you need deposit information, refer to the customer named above. Please call ECS's dedicated business banking team if you have any further questions. Edward Fries can be reached at 571-318-8196.

Sincerely,  
*Edward Fries*  
Edward Fries  
Commercial Relationship Manager | Director  
Wells Fargo Bank, N.A.



# 4.0 STATEMENT OF QUALIFICATIONS

## 4.3 COMPLIANCE INFORMATION



**CERTIFICATE OF ACCREDITATION**

**American Association of State Highway and Transportation Technicians**

**AASHTO**

**ECS Southeast, LLP - an Engineering Consulting Services, Ltd. company**

in  
**Atlanta, Georgia, USA**

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories ([aashtoresource.org](http://aashtoresource.org/aashtoaccreditation-directory)).

*[Signature]*  
A. Tymon  
AASHTO Executive Director

*[Signature]*  
Moe Jamshidi  
AASHTO COMP Chair

This certificate was generated on 04/12/2022 at 3:36 PM Eastern Time. Please confirm the current accreditation status of this laboratory at [aashtoresource.org/aashtoaccreditation-directory](http://aashtoresource.org/aashtoaccreditation-directory)

**SCOPE OF AASHTO ACCREDITATION FOR:**  
ECS Southeast, LLP - an Engineering Consulting Services, Ltd. company  
in Atlanta, Georgia, USA

### Aggregate

Standard:	Accredited Since:
C29 Bulk Density (Unit Weight) and Void in Aggregate	06/21/2017
C111 Materials Finer Than 75 µm (No. 200) Sieve in Mixed Aggregates by Washing	06/21/2017
C127 Specific Gravity and Absorption of Coarse Aggregate	06/21/2017
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	06/21/2017
D592 Stone Analysis of Fine and Coarse Aggregates	06/21/2017
C566 Total Moisture Content of Aggregate by Drying	06/21/2017
D592 Reducing Samples of Aggregate to Testing Size	06/21/2017

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**SCOPE OF AASHTO ACCREDITATION FOR:**  
ECS Southeast, LLP - an Engineering Consulting Services, Ltd. company  
in Atlanta, Georgia, USA

### Quality Management System

Standard:	Accredited Since:
Q9000 Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	06/21/2017
C1077 Aggregate Laboratories Testing Concrete and Concrete Aggregates	06/21/2017
C1077 Concrete Laboratories Testing Concrete and Concrete Aggregates	06/21/2017
C1077 Geotechnical Laboratories Testing Geotechnical Materials	06/21/2017
C1077 Materials Testing Laboratories Testing Materials Used in Construction	06/21/2017
C1077 Pavement Laboratories Testing Pavement Materials	06/21/2017
C1077 Soils Laboratories Testing Soils	06/21/2017
C1077 Water Testing Laboratories Testing Water	06/21/2017

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**SCOPE OF AASHTO ACCREDITATION FOR:**  
ECS Southeast, LLP - an Engineering Consulting Services, Ltd. company  
in Atlanta, Georgia, USA

### Concrete

Standard:	Accredited Since:
C39 (Standard) Making and Curing Concrete Test Specimens in the Field	06/21/2017
C39 Compressive Strength of Cylindrical Concrete Specimens	06/21/2017
C143 Density (Unit Weight, Yield, and Air) Content of Concrete	06/21/2017
C143 Slump of Hydraulic Cement Concrete	06/21/2017
C172 Sampling Freshly Mixed Concrete	06/21/2017
C173 Air Content of Freshly Mixed Concrete by the Volumetric Method	06/21/2017
C173 Air Content of Freshly Mixed Concrete by the Pressure Method	06/21/2017
C811 Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the Testing of Hydraulic Cements and Concrete	06/21/2017
D594 Temperature of Freshly Mixed Hydraulic Cement Concrete	06/21/2017
C1201 (7000 psi and below) Use of Unbraced Caps in Determination of Compressive Strength of Hardened Concrete Cylinders	06/21/2017

Page 4 of 4

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**SCOPE OF AASHTO ACCREDITATION FOR:**  
ECS Southeast, LLP - an Engineering Consulting Services, Ltd. company  
in Atlanta, Georgia, USA

### Soil

Standard:	Accredited Since:
D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	06/21/2017
D422 Particle Size Analysis of Soils by Hydrometer	06/21/2017
D494 Test Moisture Content of Soils Using a 0.5 to 2.5 µm Sieve and a 12 in. (305 mm) Dish	06/21/2017
D143 Amount of Material in Soils Finer than the No. 200 (75 µm) Sieve	06/21/2017
D599 Maximum Particle Size of Soils Using a 10 to 18 in. (254 to 457 mm) Dish	06/21/2017
D2916 Laboratory Determination of Moisture Content of Soils	06/21/2017
D4645 Classification of Soils for Engineering Purposes (Unified Soil Classification System)	11/04/2016
D4725 Determining the Liquid Limit of Soils (Shrinkage Limit)	06/21/2017
D4725 Plastic Limit of Soils (Shrinkage Limit)	06/21/2017
D5928 In-Place Density and Moisture Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth)	06/21/2017

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### NOTE:

AASHTO accreditation certificates for Lawrenceville and Marietta can be provided upon request.



## 4.0 STATEMENT OF QUALIFICATIONS

### 4.3 COMPLIANCE INFORMATION

**4.3.3 The Firm must have been in continuous business for a minimum of five years. Note: If Firm is a joint venture, at least one of the companies comprising the joint venture or partnership must have been in continuous business for a minimum of five years.**

**4.3.3.1 State number of years in business**

Engineering Consulting Services (ECS) was established in 1988 and has been in business for 36 years. With a presence in Georgia for over 27 years, ECS Southeast, LLC has extensive experience working with federal, state, and local governments.

**4.3.3.2 State the location, address and telephone number of Firm's offices**

ECS Southeast, LLC Georgia office information.

College Park 4860 Clark Howell Highway College Park, GA 30349 770.590.1971 Fax 770.590.1975	Lawrenceville 1550 North Brown Road Suite 140 Lawrenceville GA 30043 770.590.1971	Marietta 1281 Kennestone Circle Suite 200 Marietta, GA 30066 770.590.1971	Savannah 5574 Export Boulevard Savannah, GA 31408 912.966.2527 Fax 912.966.9931
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**4.3.3.3 Submit the name of owners, officers or principals in charge**

ECS Southeast LLC Officers:

- President: Derek Clyburn, P.E.
- Executive Vice President: Stephen Gosselin, P.G.
- Executive Vice President: Robert Goehring, P.E.
- Executive Vice President: Paul Blake, P.E.
- Senior Vice President: Erik Freeburg, P.E.
- Senior Vice President: Benjamin Temple, P.E.
- Senior Vice President: Stephen Geiger, P.E.
- Vice President/Office Manager: Brian Schiessle, P.E.

**4.3.4 Existing or potential conflicts of interest**

None

**4.3.5 Financial Resources**

**4.3.5.1 Financial Statement**

Provided in the Appendix of our proposal.

**4.3.5.2 Insurance Capacity**

Provided in the Appendix of our proposal.

**4.3.5.3 Litigation**

Provided in the Appendix of our proposal.

**4.3.5.4 Insurance Claims**

Provided in the Appendix of our proposal.



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW

#### 5.1.1 Successful Related Geotechnical, Environmental and Construction Material Testing Experience

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

As a valued team member, ECS plans to be available to assist the DCSD project team through the duration of the project. ECS will manage, monitor, coordinate, and try to ensure that the contract work activities are performed and completed in a timely, professional manner. Our team is well qualified and familiar with the services necessary to assist DCSD. ECS' demonstrated project experience is summarized below. These projects show our ability to provide geotechnical, environmental, and construction materials testing services for education projects as well as our history of successful partnerships with similar school and university systems throughout the state of Georgia. In addition, the project experience demonstrates how ECS meets and exceeds the areas of service required.

a. Name/Location b. Firm's Responsibility c/d. Owner's/User's Information	e. Date Completed f. Size of Project g. Cost of Project	h. Work ECS Staff was Responsible i. Status of Project	j. Key Professionals Involved
a. Conley Hills Elementary School, Fulton County, GA b. Construction Materials Testing, Special Inspections, NPDES Services, Environmental Services, Geotechnical Engineering, Vibration Monitoring, Building Envelope Consulting c./d. Chad Word Fulton County Schools 470.254.3355	e. 4/6/2024 f. 129,462-sf g. \$174,542.91 to date The budget for this project is \$536,675.22. ECS worked with the client to reduce budget with the understanding that it would be added back in a change order this fiscal year.	h. The replacement school will be 129,462-sf and will support 850 students. The building's design allows for expansion to accommodate 1,000 students. The building consists of regular classrooms and specialty classrooms as well as a gymnasium, media center, and cafeteria. The site will also have a 10,000-sf concrete play pad and a grassed play area.  i. Expected completion October 2024	j. Paul Feist, PE Brian Schiessle, PE
a. West Manor Elementary School, Atlanta, GA b. Subgrade Remediation, Laboratory Testing, Construction Materials Testing, Special Inspections c./d. Brent Bailey Atlanta Public Schools 404.802.3726	e. 11/4/2021 f. +37,250-sf g. \$54,822.27 (CMT and SI only) The contract amount was \$29,100. There were two changes orders on the project, increasing the budget due to subgrade challenges experienced during the project duration.	h. The \$11M project is located within the Lynhurst community and consisted of interior and exterior renovations, as well as improvements to school administrative space, classrooms, hardscape and drive areas. The development also included the addition of a 37,250-sf. gymnasium and performance building. Services included subgrade remediation, construction materials testing, laboratory testing and special inspections.  i. Completed	j. Jorge Rodriguez-Alvarez, EIT Robert Barnes, PG, PE
a. South STEM School, Fulton County, GA b. Construction Materials Testing, Special Inspections, Fire c./d. Chad Word Fulton County Schools 470.254.3355	e. 8/1/2021 f. 147,319-sf g. \$407,526.63 (budget for this project was \$600,000.00)	h. Project consisted of the construction of a new high school campus, including a two-story high school classroom building, a gymnasium, an auditorium, athletic fields and paved student and faculty/staff parking on a 46-acre site.  i. Completed	j. Paul Feist, PE Jay Hornsby, PG



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW

a. Name/Location b. Firm's Responsibility c/d. Owner's/User's Information	e. Date Completed f. Size of Project g. Cost of Project	h. Work ECS Staff was Responsible i. Status of Project	j. Key Professionals Involved
<p>a. A.C.E. Instructional Facility and P.A.C. Theater, Cumming, GA</p> <p>b. Construction Materials Testing, Special Inspections NPDES Services</p> <p>c./d. Greg Pruitt Forsyth County Board of Education 770.887.2461</p>	<p>e. 8/1/2021</p> <p>f. 154,000-sf facility 81,000-sf P.A.C.</p> <p>g. 152,875.83 (Contract Amount was \$98,614.00. There was one change order on this project, increasing budget)</p>	<p>h. Project consisted of constructing two new buildings with associated infrastructure. The buildings include the Academies of Creative Education and the Performing Arts Center. The project was constructed on a 20-acre tract located on the Forsyth County Board of Education campus. The A.C.E. building is a three-story, 154,000-sf instructional facility and the P.A.C. building is an 81,000-sf theater.</p> <p>j. Completed</p>	<p>j. Robert Barnes, PG, PE L. Ray Gideon</p>
<p>a. New South Fulton Elementary School, Fulton County, GA</p> <p>b. Testing and Special Inspections for Soils (foundations and footings), Concrete, Floor Flatness, Structural Steel and Welding, Roofing Systems, Masonry, Aggregate Base (density and gradation), through Penetration Fire Stop Systems, Wood Frame Observations, and Fireproofing Testing</p> <p>c./d. Chad Word Fulton County Schools 470.254.3355</p>	<p>e. 8/1/2021</p> <p>f. 130,000-sf</p> <p>g. \$198,285.28 (Contract Amount was NTE \$198,615.00)</p>	<p>The project site encompasses 12.2 acres. Overall development included demolishing the existing school facility and constructing a new elementary school campus on the site. The new two- to three-story building included 130,000-sf of space. Seven cast in-place concrete site retaining walls and two underground detention structures were also constructed on the site. The structural frame of the building includes concrete basement walls, structural steel components (including columns, beams, trusses, metal decking, etc.) and elevated concrete slabs on metal decking, as well as CMU walls and metal stud walls. The building is supported on shallow foundations and a concrete slab-on-grade.</p> <p>j. Completed</p>	<p>j. Paul Feist, PE Brian Schiessle, PE</p>
<p>a. Alta North, Forsyth County, GA</p> <p>b. Environmental Consulting, Geotechnical Engineering, Building Envelope Consulting, and Construction Materials Testing and Special Inspections</p> <p>c./d. Jason Frost Wood Partners 3715 Northside Parkway NW Suite 4-600 Atlanta, GA 30327</p>	<p>e. 2023</p> <p>f. 51.7 acres</p> <p>g. \$260,103.45 (ECS invoiced)</p>	<p>Spanning approximately 51.7 acres across four parcels, the location is positioned to the northwest of the intersection of Georgia Highway 400 and Bottoms Road. Features of the site encompass a blend of wooded and cleared spaces, accompanied by two residential structures with driveways. ECS performed Phase I ESA; ACM survey of thermal insulation materials, surface materials, and miscellaneous materials for two existing structures located on site; and radon system mitigation design and specification preparation for a Passive Sub-Slab Depressurization System (SSD) for the nine residential structures for the project.</p> <p>j. Completed</p>	<p>j. Steven Schultz, PE Igor Radnic, PE Brian Schiessle, PE Paul Feist, PE</p>



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW

a. Name/Location b. Firm's Responsibility c/d. Owner's/User's Information	e. Date Completed f. Size of Project g. Cost of Project	h. Work ECS Staff was Responsible i. Status of Project	j. Key Professionals Involved
<p>a. George Pierce Park – Multiple Projects, Gwinnett County, GA</p> <p>b. Geotechnical Engineering, Subsurface Exploration and Laboratory Testing for the community center, gym addition, porch, and bridge for new soft surface trail; Test Pit Exploration for unsuitables and laboratory testing; Structural and Geotechnical Forensic Evaluation of an existing porch; Construction Materials Testing and Special Inspections for earthwork, shallow foundations, reinforced steel, concrete, masonry, structural steel, EIFS, and asphalt paving for the community center, gym addition, and porch; Facilities Services including settlement monitoring; and Building Envelope services including electrical, mechanical, window, and roofing inspections and observations.</p> <p>c./d. Glenn Boorman, PE, Project Manager Gwinnett County – Community Services 75 Langley Drive, 3rd Floor Lawrenceville, GA 30045 glenn.boorman@gwinnettcountry.com 770.822.8880</p>	<p>e. 2021</p> <p>f. 18,212-sf</p> <p>g. \$25,369.00</p>	<p>h. This park encompasses 304 acres and includes a community recreation center, a Senior Learning Center, outdoor basketball courts, playground, five soccer fields, football/multi-purpose field, seven youth baseball/softball fields, two adult softball fields, pavilions, public restrooms, 2.6-mile paved multi-purpose trail, 1.2-mile soft surface trail, grills and a pond. In 2016, Commissioners approved a \$3.2 million contract to build an 18,212-square-foot gymnasium at the park. The gymnasium was built as an extension of the park's Community Recreation Center and feature a full-sized basketball court and an elevated indoor track. More recently, in 2021, demolition of existing patio and replacement with a new patio supported on deep foundations was approved and constructed.</p> <p>i. Completed, ECS saved the County \$15,010.89 in staying under budget.</p>	<p>j. Robert Barnes, PG Brian Schiessle, PE</p>
<p>a. Sandtown Middle School Media Center Modifications, Fulton County, GA</p> <p>b. Construction Materials Testing, Special Inspections</p> <p>c. Joseph Metoyer Fulton County Schools 6201 Powers Ferry NW Atlanta, GA 30339</p>	<p>e. 2018</p> <p>f. sf Not Available</p> <p>g. \$4,160.00 (Contract Amount was \$4,161.00)</p>	<p>h. This project consisted of earthwork including subgrade evaluation and density testing; reinforcing steel observations; concrete placement observations, sampling, and testing; Cold-formed steel framing observations; and gypsum board observations for the school's media center.</p> <p>i. Completed</p>	<p>j. L. Ray Gideon</p>



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW

#### 5.1.2 Proposed Project Staff and Their Functions

ECS believes that the dedication and abilities of specific individuals assigned to a project determine its level of success when an owner retains a consulting firm. In assembling our team, we considered factors such as technical expertise, ready availability, project understanding, current workloads, and team chemistry. The professionals assigned to this project are well-qualified and eager to begin work for the District. ECS' organizational chart and team resumes are included on the following pages.

ECS is proud to have a diverse team of professional scientists, architects, engineers, and geologists who are registered across Georgia, the southeastern region, and the United States. Our personnel are strategically positioned in multiple offices throughout Georgia, including Marietta, College Park, Lawrenceville, and Savannah. The team servicing this contract has performed and is currently providing geotechnical engineering, construction and geotechnical materials testing, environmental assessments, special inspections, erosion control design and inspection, and third-party inspections for over 1,800 projects in Cobb County and 200 projects within the City of Smyrna.

Additionally, we hold several Annual Contracts for On-Demand Engineering and Consulting services around metro Atlanta, including: Fulton County, Gwinnett County, Jackson County, Hall County, Forsyth County, Cobb County, Clayton County, DeKalb County, City of Sandy Springs, City of College Park, City of Norcross, City of Roswell, Georgia Department of Transportation, Georgia State Finance and Investment Commission, and Georgia Power Company projects for new and existing construction projects for municipalities throughout Georgia. Based on our experience with government agency projects performed under task orders for similar on-call contracts, we understand that a well-integrated, responsive, and professional team is necessary to deliver a quality product on time, meeting the expectations of DCSD and its students, faculty, and stakeholders.

#### Proposed Key Personnel

For this contract, Brian Schiessle, PE, will be the Principal Point of Contact for the ECS team. The ECS key team consists of technical, practical, and experienced professionals with extensive years of combined experience, including:

- Dan McHugh, REM (*Environmental Due Diligence Principal – 39 years of experience*)
- Jenny Clark, REM (*Industrial Hygiene Senior Project Manager – 34 years of experience*)
- Robert Barnes, PE, PG (*Geotechnical Principal – 35 years of experience*)
- Dana Causby, PE (*Geotechnical Senior Engineer – 18 years of experience*)
- Paul Feist, PE (*Materials Testing Principal – 39 years of experience*)
- Steven Schultz, PE (*Materials Testing Senior Project Manager – 11 years of experience*)
- L. Ray Gideon (*Facilities Principal – 37 years of experience*)
- Karen McHugh, RA, AIA, NBCARB, LEED AP (*Facilities Associate Principal – 20 years of experience*)

Our support personnel include professional registered engineers and geologists, along with certified field services personnel.



5.0 INITIAL SCREENING CRITERIA  
5.1.2.1 ORGANIZATION CHART

ECS SOUTHEAST, LLC

Derek Clyburn, PE ECS SOUTHEAST SUBSIDIARY PRESIDENT					
Brian E. Schiessle, PE / Point Of Contact					
EQUIPMENT	FACILITIES PROJECTS GROUP	CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS	GEOTECHNICAL PROJECTS GROUP	ENVIRONMENTAL PROJECTS GROUP	SPECIAL PROJECTS GROUP & DRILLING SERVICES
<b>GEOTECHNICAL PROJECTS GROUP</b>	<b>TEAM LEADER</b> L. Ray Gideon <b>PRINCIPALS</b> Karen McHugh-Parisse, MA, AIA, NBCARB, LEED AP Michael Sladki, PE Alexis Herr, PE David Bearce, PE, SI Phil Massa, LEED AP, CxA + BE, BECP	<b>TEAM LEADER</b> Steven Schultz, PE <b>PRINCIPALS</b> Bob Goehring, PE, D.GE Paul Feist, PE Justin Peterson, PE David Marsh, PE Igor Radnic, PE Robert Barnes, PG, PE	<b>TEAM LEADER</b> Kisan Patel, PE <b>PRINCIPALS</b> Robert Barnes, PE, PG Jay Hornsby, PG Stephen Geiger, PE William Porter, PE Mohan Vennalaganti, PE Doug Chappell, PE	<b>TEAM LEADER</b> Jenny Clark, REM <b>PRINCIPALS</b> Christopher Chapman, CIH Dan McHugh, REM John Lair, PG Justin Roth, CHMM Paul Stephens, PWS, PE Joseph Nestor, PG Matthew McDuffie, PG Roger Smith, PG	<b>TEAM LEADER</b> Mohammad Mulla, PhD, PE, CPM <b>PRINCIPALS</b> Bob Goehring, PE, D.GE Michael Walko, PE Matt Amonette, PE Kelly Clawson, PE
<b>ENVIRONMENTAL PROJECTS GROUP</b>	<b>PROJECT MANAGERS / SENIOR PROJECT MANAGERS</b> Sun Breza, PE Andrew Fix, PE, LEED AP Shea Johnson, CFPE, FI-II Richard Berry, AIA, LEED AP Lee Cox, AIA Sharon Goemaat, Assoc. AIA Alyse Siderman, PE John Frazier Ryon Schewe, CBO	<b>PROJECT MANAGERS / SENIOR PROJECT MANAGERS</b> Katelynn Garrett, PG Jorge Rodriguez-Alvarez, EIT Patrick Millican, PE Enrique Robles Luke Maurer Hannah Byrom Mario Leon	<b>PROJECT MANAGERS / SENIOR PROJECT MANAGERS</b> Shelby Hercules, PE John Pettigrew, PE Dana Causby, PE Barnabas Bwambale, PE Fred Munene, PE Steven Schultz, PE Matt Geiger, PE	<b>PROJECT MANAGERS / SENIOR PROJECT MANAGERS</b> Lauren Zysling, REM Jeff Cook, PE Hartford Hight, PG	<b>PROJECT MANAGERS / SENIOR PROJECT MANAGERS</b> Michele James Amanda Suttle Bathany Farmer Asher Blackmore
<b>SPECIAL PROJECTS GROUP &amp; DRILLING SERVICES</b>	<b>FACILITIES PROFESSIONALS</b> Spencer Cape, ICC Linda Odhiambo Christopher Riffle Chris Thompson Matthew Roebke Ryan Richardson Leo Sastre Elvira Jackson McHugh Tyler Lassey Jon Marshall Chris Ohlhandt Caleb Wood	<b>TESTING TECHNICIANS AND SPECIAL INSPECTORS</b> Darrel Hopkins, MSI Ken Hunt, ACI, NICET, GSWCC Kyle Torbett, ACI, ICC, NICET Eric Hamilton, ICC Shaun Cameron, ACI, ICC, NICET, GSWCC Carlos Amador, RTT, CTT Spencer Cape, ACI, ICC, GMAG, RTT Femi Akosile, ACI Shaun Kessler, CWI Lindsey Farrell, CTT	<b>GEOTECHNICAL PROFESSIONALS</b> Emma Cook Dylan Shepherd Tyler Schrama Lindsay Farrell Mario Leone Jackson Hooper Brannon Fox Todd Elder Jon Yandle Rebecca Davis Caleb Flemming Zach Tillman Biruk Radi, EIT	<b>ENVIRONMENTAL PROFESSIONALS</b> Adrian Teal Tom Longo Jordyn Phlegar Justin Smith Tricia DeFreitas Martin Melvin, MS (ICF)	<b>TOTAL GEORGIA REGISTERED PROFESSIONALS</b>  29 Professional Engineers 8 Professional Geologists  36 Testing Technicians & Special Inspectors
<b>EQUIPMENT</b>					
<ul style="list-style-type: none"> <li>GSSI-SIR 3000 GPR Equipment</li> <li>Proceq 8800 GPR Equipment</li> <li>Dilatometer</li> <li>Army Corps Dual Mass DCP</li> <li>DJI Phantom 4 RTK Drone</li> <li>Pile Driving Analyzer / SPT Hammer Calibration</li> <li>Rod and Level Topcon / AT-G7 (2)</li> <li>Water Level Indicator</li> <li>Triggs Wildcat Dynamic Cone Penetrometer (WDCCP) Equipment</li> <li>Seistronix and Seismic Source Seismic Refraction Equipment</li> <li>Seistronix and Seismic Source Shear Wave Testing Equipment</li> <li>Syscal 24 Node Resistivity Meters (2)</li> <li>Hand Augers</li> </ul>					
<ul style="list-style-type: none"> <li>Trimble GEO 7x GPS Unit</li> <li>Photoionization Detector (PID)</li> <li>Rod and Level Topcon / AT-G7 (2)</li> <li>Water Level Indicator</li> </ul>					
<ul style="list-style-type: none"> <li>CME 750X Rubber Tire ATV Rig (2)*</li> <li>Diedrich D-50 Rubber Tire ATV Rig (2)*</li> <li>Diedrich D-50 Track Rig</li> <li>CME 75 Truck-Mounted Rig*</li> <li>Diedrich D-50433 Truck-Mounted Rig*</li> <li>GeoProbe 6620 Track Rig*</li> <li>GeoProbe 7822 Track Rig*</li> <li>AMS Power-Probe Track Rig</li> <li>* Calibrated Auto-hammers</li> </ul>					

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## 5.0 INITIAL SCREENING CRITERIA

### 5.1.2.2 STAFF ASSIGNED TO THIS PROJECT

Our ECS team has completed environmental, geotechnical, construction materials testing, special inspections, and building sciences services for nearly 1,500 projects in DeKalb County and over 165 institutional projects. We hold several annual contracts for on-demand engineering and consulting services around metro Atlanta, including DeKalb, Fulton, Gwinnett, Jackson, Hall, Forsyth, Cobb, and Clayton Counties, as well as the cities of Sandy Springs, College Park, Norcross, and Roswell. Our experience with similar on-call contracts demonstrates that we deliver a well-integrated, responsive, and professional team that meets DCSD's expectations for quality and timeliness.



#### **Brian Schiessle, PE - Vice President, Point of Contact**

Mr. Schiessle is the point of contact for your professional engineering services. With over 14 years of experience working with municipalities across the Southeast, Brian is a recognized leader in balancing local commercial interests, long-range community planning, and infrastructure improvements. His background includes geotechnical and forensic engineering, construction materials testing, and QA/QC. Throughout his career, he has conducted geotechnical explorations and overseen quality control and assurance testing. His extensive engineering experience encompasses schools, commercial and residential structures, dams, bridges, roads, and retaining walls, demonstrating his versatility and expertise in the field.



#### **Dan McHugh, REM - Vice President, Environmental Principal**

Mr. McHugh has over 30 years of expertise in consulting project management and 27 years as an Environmental Scientist specializing in assessments. He excels in managing investigative petroleum and hazardous chemical release projects, conducting sampling, and overseeing remediation efforts under RCRA and CERCLA guidelines while adhering to Levels C & B personal protection equipment standards. He also supervises numerous Phase I and II Environmental Site Assessments, reflecting his outstanding performance and extensive experience in the field.



#### **Robert Barnes, PE, PG - Principal Engineer, Geotechnical Principal**

With 35 years of geotechnical engineering experience, Mr. Barnes brings extensive expertise to a wide range of projects along the East Coast. Currently, he manages projects, provides engineering services, and oversees QA/QC for ECS' Georgia public sector and transportation clients. He specializes in consulting and design for public infrastructure projects, including utilities, roadways, bridges, earth retaining systems, and other structures. Additionally, he excels in managing subsurface exploration programs for public infrastructure.



#### **Paul Feist, PE - Construction Material Principal**

Mr. Feist offers extensive expertise in geotechnical, construction materials, and special inspection services for both private and public sector projects. His knowledge of commercial construction and ICC building codes ensures efficient coordination of CMT and compliance with regulations. He has a successful track record in managing SI and CMT projects, enhancing project efficiency and quality.



#### **L. Ray Gideon - Vice President, Facilities Principal**

Mr. Gideon excels in construction engineering inspection, leading diverse projects such as commercial structures, educational facilities, municipal developments, and amusement venues. His hands-on approach ensures high standards of quality and safety. Proficient in materials testing for concrete, asphalt, steel, and soils, he is renowned for his quality control inspections, particularly in government projects.

## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

#### BRIAN SCHIESSLE, PE

TITLE: VICE PRESIDENT | ROLE: POINT OF CONTACT

##### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: GA, AL,  
FL, NC

Dynamic Measurement, Analysis  
Proficiency and CAPWAP

Mining Safety and Health  
Administration (MSHA)

OSHA 30-hour

Deep Foundation Integrity Testing

Enhanced In-situ Testing for  
Geotechnical Analyses and  
Foundation Design

##### EDUCATION

Masters of Science, 2014, Civil  
Engineering, University of South  
Florida

Bachelor of Science, 2010, Civil  
Engineering, University of South  
Florida

Associates of Science, 2010,  
Business Administration,  
University of South Florida

##### YEARS OF EXPERIENCE

ECS: 4 Other: 10

##### PROFESSIONAL PROFILE

Mr. Schiessle brings a wealth of experience and expertise to the table. With a background as a geotechnical and forensic engineer, as well as proficiency in construction material testing and quality assurance/quality control (QA/QC), he has played integral roles throughout his engineering career. His diverse responsibilities have included conducting geotechnical explorations, overseeing construction material quality control and QA/QC testing, preparing project proposals and fee estimates, managing projects and programs, conducting in-situ soil field testing, performing forensic structural analysis, evaluating field data, executing engineering designs and analyses, providing design and construction recommendations, and preparing technical reports.

##### PROJECT EXPERIENCE

- Hendricks Middle School, Cumming, GA
- Jackson Co. Middle School, Hoschton, GA
- Riverwood High School Replacement, Fulton County, GA
- Atlanta Housing Roosevelt Hall, Atlanta, GA
- Cascade United Methodist Church, Atlanta, GA
- P6C3 16 Lateral Connection Repairs, Decatur, GA
- Piedmont Urgent Care, Decatur, GA
- Transwestern, Decatur, GA
- First Baptist Church Worship Center Addition, Atlanta, GA
- Gwinnett Tech Building, Lawrenceville, GA
- KSU Marietta Campus Improvements, Marietta, GA
- MSM NCPC Calvin Smyre Education Conference Center, Atlanta, GA
- North Georgia Technical College, Clarkesville, GA
- SCAD, Atlanta, GA
- Chattahoochee Tech College VECTR Center, Marietta, GA
- Dr. Mark A. Ivester Wellness Center, Clarkesville, GA
- Gwinnett County Rakestraw Street and Webb Drive, Norcross, GA
- Gwinnett County EW IWQ GAC Media Filter Testing 2023, Lawrenceville, GA
- PTC Parking Garage, Peachtree Corners, GA
- Hightower Manor Redevelopment, Atlanta, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

#### DAN MCHUGH, REM

**TITLE:** VICE PRESIDENT/ENVIRONMENTAL PRINCIPAL | **ROLE:** ENVIRONMENTAL DUE DILIGENCE PRINCIPAL

##### REGISTRATIONS/ CERTIFICATIONS

Registered Environmental  
Manager  
NREP-Certification  
40-hour HAZWOPER  
OSHA Supervisor Training  
First Aid & CPR  
GSWCC Level I Certified Trainer  
Level IA/IB Certified Inspector

##### EDUCATION

Bachelor of Science, 1984,  
Agronomy (Land Management),  
University of Georgia, Athens, GA  
Continuing Education Seminars  
– Hydrogeology; Financial  
Management, FHWA –  
Fundamentals of NEPA; ASCE –  
Wetlands / 404 Permitting; EPA  
– Risk Assessment Guidance

##### YEARS OF EXPERIENCE

ECS: 24 Other: 15

##### PROFESSIONAL PROFILE

Mr. McHugh is an Environmental Principal at ECS with over 30 years of experience in consulting project management and 27 years as an Environmental Scientist conducting assessments. As one of Atlanta office's Environmental Principal, he excels in managing investigative petroleum and hazardous chemical release projects, sampling, and remediation under RCRA and CERCLA guidelines with Levels C & B personal protection equipment. He also oversees multiple Phase I and II Environmental Site Assessments, showcasing a remarkable track record in the industry.

##### PROJECT EXPERIENCE

- DeKalb County, Decatur, GA
- DeKalb County Roads and Drainage, Decatur, GA
- Dunwoody High School NPDES, Dunwoody, GA
- KinderCare Learning Center Property, Sandy Springs, GA
- DeKalb Camp Road Complex Abatement Decatur, GA
- Elementary School #23, Cumming, GA
- Proposed Fire Station #17, Buford, GA
- Rome City Schools, Rome, GA
- Forsyth County Middle School #11, Cumming, GA
- East Point Charter School, East Point, GA
- Fairburn Middle School ARCHIE Study, Fairburn, GA
- Fire Station #24, Stone Mountain, GA
- New Rome Bypass School, Rome, GA
- Fulton County Library Renovations, Johns Creek, GA
- Bald Ridge Marina Road 48.78-Acre Parcel - ESA, Cumming, GA
- Barrow County Air Sampling, Winder, GA
- Board of Health Building, Lawrenceville, GA
- Donnelly Avenue Tracts, Atlanta, GA
- Fairburn and East Point Libraries, Fairburn, GA
- Henderson Police Department, Hendersonville, NC
- Hendersonville Police Department, Hendersonville, NC
- Kannapolis Blocks 4 & 5, Kannapolis, NC
- MLK Jr. Drive Parking Lot, Atlanta, GA
- Spout Springs Recreation Complex, Flowery Branch, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

#### JENNY CLARK, REM

**TITLE:** ENVIRONMENTAL SR. PROJECT MANAGER | **ROLE:** INDUSTRIAL HYGIENE SENIOR PROJECT MANAGER

##### REGISTRATIONS/ CERTIFICATIONS

Alabama Asbestos Building  
Inspector  
Louisiana Asbestos Building  
Inspector  
Georgia Asbestos Building  
Inspector/Management Planner  
Asbestos Project Designer  
Lead-Based Paint Inspector  
Lead Risk Assessor  
NIOSH 582  
HAZWOPER 40-Hour  
American Indoor Air Quality  
Council, Microbial IAQ  
Investigator  
REM Registration

##### PROFESSIONAL ORGANIZATIONS

Georgia Environmental  
Information, Association  
President

##### YEARS OF EXPERIENCE

ECS: 7 Other: 27

##### PROFESSIONAL PROFILE

Ms. Clark is a seasoned Environmental Senior Project Manager at ECS, boasting 33 years of expertise in environmental consulting. She holds extensive experience in conducting asbestos and lead-based paint assessments across residential, commercial, and industrial sites. With proficiency in providing abatement design, contractor oversight, and air monitoring services, Ms. Clark has successfully managed large-scale remediation projects for school districts, financial institutions, and developers. Her skillset includes personal and area monitoring, comprehensive microbiological sampling, industrial hygiene sampling, and environmental compliance assessments. Additionally, Ms. Clark has proven herself as a proficient manager of numerous Phase I and Phase II Environmental Site Assessments.

##### PROJECT EXPERIENCE

- Kindercare Learning Center, Sandy Springs, GA
- Fulton County Library Renovations, Johns Creek, GA
- Elementary School #23, Cumming, GA
- Forsyth County Middle School #11, Cumming, GA
- Fire Station 7, Decatur, GA
- East Point Library, East Point, GA
- Fairburn and East Point Libraries, Fairburn, GA
- Hendersonville Police Department, Hendersonville, NC
- Board of Health Building, Lawrenceville, GA
- DeKalb County Fire Station 24, Stone Mountain, GA
- Fire Station #24, Stone Mountain, GA
- Marist Rectory, Atlanta, GA
- Forsyth County BOE Administration Bldg, Cumming, GA
- Rome City Schools, Rome, GA
- 520 West 3rd Street, Springfield, GA
- Fairburn Library, Fairburn, GA
- Flat Creek Dewatering Plant, Gainesville, GA
- Effingham Hospital, Springfield, GA
- Springdale Circle Property, Atlanta, GA
- First Citizens Bank, Atlanta, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

## ROBERT BARNES, PE, PG

TITLE: PRINCIPAL ENGINEER | ROLE: GEOTECHNICAL PRINCIPAL

#### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: AL, GA, FL,  
NJ, NY, SC,

Professional Geologist: GA, KY

#### EDUCATION

MSCE, Geotechnical Engineering,  
1999, New Jersey Institute of  
Technology, Newark, NJ

Bachelor of Arts, Geology, 1985,  
University of Rhode Island,  
Kingston, RI

#### YEARS OF EXPERIENCE

ECS: 8 Other: 27

#### PROFESSIONAL PROFILE

With 35 years of experience in the field, Mr. Barnes brings a wealth of expertise in geotechnical engineering across a diverse range of projects. His extensive background encompasses both public and private ventures, covering various geological settings on the East Coast. In his current role, Mr. Barnes holds the responsibility of project management, providing engineering services, and serving as the principal level quality assurance/quality control (QA/QC) for ECS' Georgia public sector and transportation clients. Notably, he specializes in consulting and design services for public infrastructure projects, including utilities, roadways, bridges, earth retaining systems, and other structural elements. Moreover, Mr. Barnes excels in managing and executing subsurface exploration programs specifically tailored to public infrastructure initiatives. His experience, knowledge, and commitment to quality make him a valuable asset to ECS and its clients in the state of Georgia.

#### PROJECT EXPERIENCE

- Silver City Elementary School, Cumming, GA
- Atlanta Classical Academy, Atlanta, GA
- Camp Creek Middle School, Atlanta, GA
- Forsyth County Elementary Schools, Cumming, GA
- Hendricks Middle School, Cumming, GA
- Mt. Tabor School Site, Cumming, GA
- North Forsyth High School, Cumming, GA
- Poole's Mill Elementary School, Cumming, GA
- Silver City Elementary School, Cumming, GA
- Smarties Academy Expansion, Decatur, GA
- South STEM School, Fairburn, GA
- John's Creek Elementary School, Suwanee, GA
- Kiddie Academy, Suwanee, GA
- Lambert High School, Suwanee, GA
- C.H. Gullatt Elementary School, Union City, GA
- Oakley Township Elementary School, Union City, GA
- Azalea Woods Community Center, Valdosta, GA
- Highpoint Elementary Grading, Atlanta, GA
- Kipp South Fulton Academy, Atlanta, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

#### DANA CAUSBY, PE

TITLE: SENIOR PROJECT ENGINEER | ROLE: GEOTECHNICAL SENIOR ENGINEER

##### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: GA  
Nuclear Gauge Safety Training  
OSHA 10 Safety Training  
Confined Space Entry Training

##### EDUCATION

Master of Science, 1996,  
Geotechnical Emphasis, Georgia  
Institute of Technology,  
Atlanta, GA  
Bachelor of Science, 1992, Textile  
Engineering, Georgia Institute of  
Technology, Atlanta, GA

##### YEARS OF EXPERIENCE

ECS: 11 Other: 7

##### PROFESSIONAL PROFILE

With over 19 years of experience in geotechnical consulting, construction materials testing, and special inspection services, Mr. Causby is a seasoned professional skilled in managing complex projects for cost savings and compliance with the International Building Code. He has successfully completed numerous geotechnical projects in Georgia and the Southeast, involving soil borings, rock core drilling, GDOT surveys, Bridge Foundation Investigations, pavement evaluations, and more.

Mr. Causby also excels in overseeing construction materials testing and Special Inspections for diverse projects, ranging from low- to high-rise structures, land developments, water treatment plants, education facilities, power generation sites, museums, industrial complexes, hotels, residential and commercial spaces, to military base projects.

##### PROJECT EXPERIENCE

- Edgewood MARTA Station Development, DeKalb County, GA
- Chestnut Drive Pavement Study, DeKalb County, GA
- Brandywine Elementary School, Alpharetta, GA
- C.H. Gullatt Elementary School, Union City, GA
- Camp Creek Middle School, Atlanta, GA
- Conley Hills Elementary School, East Point, GA
- Derrick Road Elementary School, Atlanta, GA
- Druid Hills MS - New Building, Decatur, GA
- Hendricks Middle School, Cumming, GA
- Lambert High School, Suwanee, GA
- Midway Elementary School, Cumming, GA
- New South Fulton Elementary School, East Point, GA
- Pleasantdale Elementary School, Doraville, GA
- Rocky Mount Elementary School, Marietta, GA
- Smoke Rise Elementary School, Stone Mountain, GA
- South STEM School, Fairburn, GA
- Spencer High School, Columbus, GA
- Stepping Stones Academy Daycare Center Addition, Roswell, GA
- Wheeler High School Additions, Marietta, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

#### PAUL FEIST, PE

**TITLE:** CONSTRUCTION MATERIAL PRINCIPAL | **ROLE:** MATERIALS TESTING PRINCIPAL

##### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: GA

##### EDUCATION

Master of Science, 1992, Civil  
Engineering, Georgia Institute of  
Technology

Bachelor of Science, 1989, Civil  
Engineering, Georgia Institute of  
Technology

##### YEARS OF EXPERIENCE

ECS: 5 Other: 34

##### PROFESSIONAL PROFILE

Mr. Feist brings extensive expertise in geotechnical, construction materials, and special inspection (SI) services for both private and public sector projects. With a strong understanding of commercial construction and ICC building codes, he effectively coordinates construction materials testing (CMT) efforts and facilitates seamless communication, decision-making, and problem-solving among project owners, contractors, and designers. Mr. Feist has successfully managed numerous SI and CMT projects, ensuring compliance with contract documents and Chapter 17 of the ICC International Building Code. His experience spans a wide range of construction areas, including earthwork, retaining walls, utility installation, foundations, concrete, reinforcing steel, waterproofing, concrete masonry, wood framing, structural steel framing, spray-applied fireproofing, membrane roofing, EIFS, storefronts, hardscaping, and pavements.

##### PROJECT EXPERIENCE

- Snapfinger AWTF Expansion Phase 2, DeKalb County, GA
- A.C.E. Instructional Facility and P.A.C. Theater, Cumming, GA
- Camp Creek Middle School MC Renovation, Atlanta, GA
- Cascade United Methodist Church, Atlanta, GA
- Conley Hills Elementary School, East Point, GA
- Crossing Pointe, Union City, GA
- FCS - South STEM Structural Steel Coatings, Fairburn, GA
- Georgia Piedmont Tech College CDL Range, Covington, GA
- Global Impact Academy, Fairburn, GA
- Hai An Temple, Lake City, GA
- Henry County Schools New Transportation Facility, McDonough, GA
- Jonesboro First Baptist Church, Jonesboro, GA
- MSM NCPC Calvin Smyre Education Conference Center, Atlanta, GA
- Sandtown Middle School, Atlanta, GA
- SCAD, Atlanta, GA
- South STEM School, Fairburn, GA
- Spencer High School, Columbus, GA
- Chattahoochee Tech College VECTR Center, Marietta, GA
- West Manor Elementary School, Atlanta, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

## STEVEN SCHULTZ, PE

TITLE: GROUP MANAGER | ROLE: SENIOR ENGINEER

#### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: GA

#### EDUCATION

Bachelor of Science, 2012, Civil  
Engineering, Florida Gulf Coast  
University

#### YEARS OF EXPERIENCE

ECS: 1 Other: 10

#### PROFESSIONAL PROFILE

Mr. Schultz brings over 10 years of expertise in geotechnical engineering and materials testing. He oversees a diverse portfolio of geotechnical projects, providing project management, consulting, and geotechnical design and analysis services for a variety of projects, including highways and high rises. His responsibilities encompass soil classification, coordination of drilling services, construction material testing, and special inspections.

#### PROJECT EXPERIENCE

- City of Sandy Springs Veterans Park, Sandy Springs, GA
- F-1157-45 Indian Trail – Lilburn Road, Norcross, GA
- F-1271-01 Collins Hill Widening, Lawrenceville, GA
- F-1285-14 Sugarloaf Parkway, Lawrenceville, GA
- F-1292-01 West Liddell Road, Duluth, GA
- F-1346-03 FWHWRC Membrane Building Improvements, Buford, GA
- F-1383-04 WolfCreek Pump Station Improvements, Peachtree Corners, GA
- F-1387-11-2-01 Middle Yellow River Interceptor Phase I, Lilburn, GA
- M-1084-08 McGinnis Ferry Rd @ Satellite Blvd, Suwanee, GA
- M-1084-22 McGinnis Ferry Rd @ Old Peachtree Road, Lawrenceville, GA
- Mass Grading Blue Ridge, Blue Ridge, GA
- Hall County Fire Station No. 17, Buford, GA
- Bana Road Phase II – Box Culvert, Commerce, GA
- Bankers Industrial – Peachtree Corners CMT, Peachtree Corners, GA
- Decatur East Phase II, Decatur, GA
- East Decatur Station, Decatur, GA
- Hendricks Middle School Slab Repair, Cumming, GA
- J-378 UNG Cumming Campus, Cumming, GA
- Jackson 85 – Building 1 and Building 2, Jefferson, GA
- Jefferson Church Site Work, Jefferson, GA
- Troncalli CJDR, Cumming, GA
- Winder Precast Plant Concrete Testing, Winder, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

#### L. RAY GIDEON

**TITLE:** VICE PRESIDENT/FACILITIES PRINCIPAL | **ROLE:** FACILITIES PRINCIPAL

##### REGISTRATIONS/ CERTIFICATIONS

ICC/SBCCI Certified Building Inspector  
ICC/ICBO Certified Reinforced Concrete Special Inspector  
ICC/ICBO Certified Structural Masonry Special Inspector  
ICC/ICBO Certified Prestressed Concrete Special Inspector  
Third Party Engineering Inspector  
ACI Certified Concrete Technician Grade I  
CPN Certified Radiation Safety Officer  
NPDES Level 18 Certification

##### EDUCATION

Brevard College, Brevard, NC

##### YEARS OF EXPERIENCE

ECS: 23 Other: 14

##### PROFESSIONAL PROFILE

Mr. Gideon holds the esteemed position of Vice President at ECS, where he demonstrates exceptional leadership and technical expertise. With a strong background in construction engineering inspection, he has supervised numerous projects involving multi-story commercial structures, educational facilities, municipal developments, and amusement venues. Mr. Gideon is well-versed in conducting hands-on inspections, ensuring the seamless execution of these diverse projects. His proficiency extends to materials testing, encompassing concrete, asphalt, steel connections, and soils, guaranteeing the highest standards of quality and safety. Additionally, Mr. Gideon has earned a reputation for his precise and meticulous approach, particularly in performing quality control inspections for government projects. His remarkable contributions have solidified his position as a respected professional in the industry and a valuable asset to ECS.

##### PROJECT EXPERIENCE

- Dunwoody High School, Dunwoody, GA
- Galloway School, Atlanta, GA
- Atlanta SMART Academy, Atlanta, GA
- Humphries Elementary School, Atlanta, GA
- Camp Creek Middle School, Atlanta, GA
- Child Development Center, Atlanta, GA
- Cross Keys High School Addition, Atlanta, GA
- Derrick Road Elementary School, Atlanta, GA
- Henderson Middle School, Atlanta, GA
- Highpoint Elementary Grading, Atlanta, GA
- Kipp South Fulton Academy, Atlanta, GA
- Marist School Academic Buildings and Gymnasium, Atlanta, GA
- Northeast Elementary School, Atlanta, GA
- West Manor Elementary School, Atlanta, GA
- Bethune Elementary School, College Park, GA
- S.L. Lewis Elementary School, College Park, GA
- Spencer High School, Columbus, GA
- New South Fulton Elementary School, East Point, GA
- Campbell Elementary School, Fairburn, GA
- South STEM School, Fairburn, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1 INDIVIDUAL REVIEW – 5.1.2.3 RESUMES

## KAREN MCHUGH-PARISSE, RA, AIA, NBCARB, LEED AP

**TITLE:** FACILITIES PROJECT MANAGER | **ROLE:** FACILITIES ASSOCIATE PRINCIPAL

#### REGISTRATIONS/ CERTIFICATIONS

OSHA 10-Hour Certification

#### EDUCATION

Bachelor of Science, 2018, Civil and Environmental Engineering, Minor in Business, The Citadel, The Military College of South Carolina

#### YEARS OF EXPERIENCE

ECS: 1 Other: 19

#### PROFESSIONAL PROFILE

Ms. McHugh-Parisse is an experienced architectural professional with over 20 years of expertise in building enclosures. Her focus lies in ensuring water and airtightness in buildings, assisting architects, contractors, owners, and clients in achieving optimal results. With a detail-oriented and analytical mindset, Ms. McHugh-Parisse's passion for research and development drives her to provide valuable support to the AEC industry. Additionally, with over 30 years of working experience, she excels in effective communication, problem-solving, and project management, guiding and empowering team members to achieve their goals. Ms. McHugh-Parisse's extensive experience and collaborative approach make her an invaluable asset in delivering successful outcomes for clients while fostering growth within teams.

#### PROJECT EXPERIENCE

- Cary Academy Middle School Renovation, Cary, NC
- Conley Hill Elementary School, East Point, GA
- Five Forks Trickum Library, Lawrenceville, GA
- Gwinnett Co. Collins Hill Library, Lawrenceville, GA
- Alta North Forsyth, Cumming, GA
- The Jefferson Church, Jefferson, GA
- Rose Golf Club – Design Phase, Athens, GA
- Castleberry Park, Atlanta, GA
- Delta C-35 & B27, Atlanta, GA
- 6065 Boat Rock Blvd SW, Atlanta, GA
- JDA Spec Industrial, Atlanta, GA
- 564 Centennial Olympic Park Drive, Atlanta, GA
- Ashley Scholars II, Atlanta, GA
- Sandy Springs Fire House, Atlanta, GA
- Kensington Landings Multifamily, Decatur, GA
- Veranda at Assembly, Doraville, GA
- Candito Litigation, Douglasville, GA
- Westin Infinite Energy Hotel, Duluth, GA
- Oxford Litigation, Duluth, GA
- Arris, Canton, GA



## 5.0 INITIAL SCREENING CRITERIA

### 5.1.3 WORKLOAD

Currently, ECS considers its workload normal, with numerous ongoing projects but none that would impact the personnel assigned for this contract. The firm has abundant resources that allow us to staff projects to meet client requirements and project schedules. These resources and the nature of the services we provide enable ECS to provide staffing for projects that range in size and schedule from a few weeks up to and including complex, multi-year projects like this project. The table below shows the workload/availability of our staff for DCSD.



STAFF MEMBER	%   %	WORKLOAD/AVAILABILITY
<b>Brian E. Schiessle, PE</b> Title: Vice President Role: Point of Contact	80%   20%	
<b>Dan McHugh, REM</b> Title: Vice President/Environmental Principal Role: Environmental Due Diligence Principal	60%   40%	
<b>Jenny Clark, REM</b> Title: Environmental Senior Project Manager Role: Industrial Hygiene Senior Project Manager	40%   60%	
<b>Robert Barnes, PE, PG</b> Title: Principal Engineer Role: Geotechnical Principal	50%   50%	
<b>Dana Causby, PE</b> Title: Senior Project Engineer Role: Geotechnical Senior Engineer	40%   60%	
<b>Paul Feist, PE</b> Title: Construction Material Principal Role: Materials Testing Principal	50%   50%	
<b>Steven G. Schultz, PE</b> Title: Construction Materials Testing Senior Engineer Role: Materials Testing Senior Project Manager	30%   70%	
<b>L. Ray Gideon</b> Title: Vice President/Facilities Principal Role: Facilities Principal	70%   30%	
<b>Karen McHugh-Parisse, MA, AIA, NBCARB, LEED AP</b> Title: Facilities Project Manager Role: Facilities Associate Principal	30%   70%	



## 5.0 INITIAL SCREENING CRITERIA

### 5.1.3 WORKLOAD

#### 5.1.3.1 List of Outstanding Projects

PROJECT	CITY	BUDGET	CLIENT
Pecan BESS - Desktop Study	Baconton	\$1500.00	Plus Power
Smyrna First Baptist Church -Building Envelope Services	Smyrna	\$3500.00	City of Smyrna
Smyrna First Baptist Church - Structural Visual Assmt.	Smyrna	\$5000.00	City of Smyrna
GWP Paving - SPCC Plan - Update SWPPP	Conyers	\$3000.00	GWP Paving
Liv Smart Hotel Site - Phase I ESA	Statesboro	\$2300.00	Grace Construction Consultants, LLC
1401 Blairs Bridge Road - PCA	Lithia Springs	\$4500.00	Dexter Companies, LLC
RaceTrac #1644 Clayton, GA	Clayton	\$74360.00	RaceTrac Petroleum, Inc.
Quality Tire-Jackson, GA - SWPPP For New Facility	Jackson	\$2050.00	Quality Tire Recycling, Inc.
Chatham DOT PI 0018023 - Environmental Sampling	Port Wentworth	\$7322.90	Georgia DOT
Crown Castle - Tower Modification	Chatsworth	\$5000.00	Tower Engineering Professionals, Inc.
GA - E-E1	Palmetto	\$124000.00	Vantage Data Centers
Villas at Stone Hogan - Third Party Inspections	Atlanta	\$71900.00	Summit Contracting Group, Inc
Flats at Stone Hogan - Third Party Inspections	Atlanta	\$93465.00	Summit Contracting Group, Inc
QuikTrip #1725 Cumming, GA	Cumming	\$29570.00	QuikTrip Corporation
Tattnall County BOE - Structural Assessment	Reidsville	\$4500.00	Performance Services
STACK - Factory Shoals Road Residential - Phase I ESA	Lithia Springs	\$2700.00	Bohler Engineering
Path 400 Wall 4 - Additional Global Stability Analysis	Atlanta	\$3000.00	Astra Group, LLC
GSA USDOJ Parking Garage - BE QAOS	Atlanta	\$5100.00	FDS Vegas, LLC
Ellenwood Park Phase I	Ellenwood	\$3510.00	Autaco Development, LLC
Lakeview Valley Cemetery Improvements	Ellenwood	\$5600.00	Autaco Development, LLC
Hampton Fueling Station Property - Phase I ESA	Hampton	\$2900.00	GMC Network
DiversiTech Dogwood -Stormwater Sampling for CY2024	Conyers	\$1450.00	DiversiTech Corporation
Harbin Road Tract - Phase I ESA	Dacula	\$2700.00	Planners & Engineers Collaborative, Inc. (PEC+)
Sandy Plains - Targeted Site Assessment	Marietta	\$9500.00	Delta Oaks Group
United Bank Rims 24-000587-02-1 - Lawrenceville-Suwanee	Suwanee	\$1750.00	United Bank
Mitchell Road Development	Norcross	\$14250.00	Norcross Development Authority
The Garages at Lake Oconee Phase 3	Greensboro	\$6125.00	The Garages at Lake Oconee, LLC
Ajay North America Maintenance Shop	Powder Springs	\$12545.00	JP Construction, Inc.
Big Creek Greenway Helical Pier Observations	Roswell	\$5920.00	City of Roswell - Recreation, Parks, Historic, C Affairs
Former Chick-fil-A property - PPCAP and Brownfield Appl	Decatur	\$5000.00	Sevan Multi-Site Solutions
Courtyard by Marriott Buford - Mold Air Sampling	Buford	\$9205.00	McKibbin Equities
Commercial Building - Atlanta - Asbestos Services	Atlanta	\$2120.00	Cushman & Wakefield
STACK-Factory Shoals Road Undeveloped Property - ESA	Lithia Springs	\$3000.00	Bohler Engineering PA, LLC
STACK - Factory Shoals Road - Wetland Delineation	Lithia Springs	\$2500.00	Bohler Engineering PA, LLC
STACK-Factory Shoals Road - T&E Determination	Lithia Springs	\$1500.00	Bohler Engineering PA, LLC
STACK-Factory Shoals Road - Bat Survey	Lithia Springs	\$17600.00	Bohler Engineering PA, LLC
STACK-Factory Shoals Road - Cultural Resources Review	Lithia Springs	\$1500.00	Bohler Engineering PA, LLC

**Note:** ECS has 524 active projects and this is only a partial list. A full active project list is available upon request.



# 5.0 INITIAL SCREENING CRITERIA

## 5.1.6 REFERENCES

### 5.1.6.1 Written Recommendations



RE: ECS Southeast – Reference Letter  
12/22/2022

December 29, 2020

To whom it may concern:

To Whom It May Concern:

Concord Hospitality recently contracted with ECS Southeast to provide comprehensive building materials testing services for the Westin Hotel in the Gwinnett Gas South Center. This project is located at 6450 Sugarloaf Parkway in Duluth, GA 30096.

Rooker has worked with ECS on numerous industrial projects around the state of Georgia, including Phase 1 ESA's, geotechnical analysis, asbestos assessments, and wetland determinations. Our relationship spans over five years and they consistently respond to our requests in a professional manner. Their proposals are competitive, the staff is knowledgeable, and their reports are detailed and easy to understand.

ECS provided thorough and efficient services for this project and has been a pleasure to work with. We would certainly recommend their services to others and look forward to working with them in the future as well.

I would certainly recommend ECS to others and I will use them again in the future.

Sincerely,

Sincerely,

Brian Cardoza  
Senior Vice President, Real Estate

STEVE KOHN | Sr. Development Director  
CONCORD HOSPITALITY  
D 919.278.1603 | M 239.293.7979 | [Paul.Duncan@concordhotels.com](mailto:Paul.Duncan@concordhotels.com)

Carl S Hren Senior VP of  
Development for Concord Hospitality  
Enterprise Company as agent for  
owner

CARL HREN | Sr. VP of Development  
CONCORD HOSPITALITY

tel: 770.491.7711 445 BISHOP STREET, SUITE 200, ATLANTA, GA 30318  
WWW.ROOKERCO.COM fax: 770.491.1387



342 Killebrew Street, NW | Unit 3 | Atlanta, Georgia 30312 | phone: 404.453.6882  
fax: 404.665.6892 | [www.sizemoregroup.com](http://www.sizemoregroup.com)

October 22, 2020

To Whom It May Concern:

Sizemore Group recently contracted with ECS Southeast to provide geotechnical services for the Gwinnett Technical College Building 100 Renovation and Addition with additional campus parking. This project is located at 5150 Sugarloaf Parkway, Lawrenceville GA 30043 on an existing campus.

ECS provided their services in a timely efficient manner and were very flexible in adapting to our needs and following up on the project. I am serving as the Project Manager and am happy with their service and would recommend their services to others. We look forward to working with them in the future on other projects.

Yours Sincerely,

Tulla Scott  
Senior Associate Architect/ Project Manager  
SIZEMORE GROUP

ARCHITECTURE | PLANNING | INTERIORS | PROJECT MANAGEMENT

RECOMMENDED BY ECS SOUTHEAST



R.K. REDDING CONSTRUCTION, INC.

P.O. Box 426 • Bremen, Georgia 30110 • (770) 537-1845 • Fax (770) 537-1837 • [www.RKRedding.com](http://www.RKRedding.com)

May 6, 2020

To Whom It May Concern:

I serve in a Project Management role for R.K. Redding Construction, Inc. I have personally contracted and worked with ECS Southeast, LLP on several projects over the past two years, and am currently working with them on the CC Expansion project at Honda Precision Parts of Georgia in Tallapoosa. On these construction projects, ECS has performed all 3<sup>rd</sup> party testing services that cover several different scopes.

In my experience with ECS, they have been outstanding to work with. All of their employees have always been extremely professional and knowledgeable regarding any situation that has presented itself. In an industry where schedules and timing are critical, they do an excellent job responding to request on short notice and accommodating the customer to whatever the needs might be.

I have enjoyed working with ECS over the past couple years and would highly recommend them to anyone who is in need of their services.

Sincerely,

Trey Walker  
Project Manager  
R.K. Redding Construction, Inc.







## Appendix

# APPENDIX

## 4.3 COMPLIANCE INFORMATION – 4.3.5.2 INSURANCE CAPACITY

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 5/14/2024															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 14026 Thunderbolt Pl Chantilly VA 20151			<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 703-988-0900      FAX (A/C, No): 703-988-9498 E-MAIL ADDRESS: Joelle_Cutro@ajg.com																
<b>INSURED</b> ECS Southeast, LLC 14030 Thunderbolt Place Suite 500 Chantilly VA 20151			<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Bankers Standard Insurance Company</td> <td>18279</td> </tr> <tr> <td>INSURER D : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Federal Insurance Company	20281	INSURER C : Bankers Standard Insurance Company	18279	INSURER D : ACE American Insurance Company	22667	INSURER E :		INSURER F :	
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INSURER D : ACE American Insurance Company	22667																		
INSURER E :																			
INSURER F :																			
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> 1003031973		<b>REVISION NUMBER:</b>															
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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> X CU Ind GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ENP 0219991	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOIP AGG \$ 2,000,000 \$													
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA 0559255	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		79891344	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$													
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71764167	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000													
A	<input checked="" type="checkbox"/> Excess Liability <input type="checkbox"/> Pollution Liability		EXS 0220000 CPMG28192289	12/1/2023 12/1/2023	12/1/2024 12/1/2024	Occ/Aggr 10,000,000 Per Incident/Aggr 15,000,000													
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																			
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>																
N/A			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 																

ACORD 25 (2016/03)

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**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.**

<b>Owner's Standard Forms:</b>		<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
Attachment A	Geotechnical, Environmental and Construction Material Testing Services Checklist and Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/> NA
Attachment B3	Entity Certificate (1 page)		<input checked="" type="checkbox"/>
Attachment C	Design Professional Rate Schedule (5 pages)	YES	<input checked="" type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Affidavit (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Immigration and Security Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment H	No Submittal Response Form (1 page)	N/A	
<b>Other Requirements:</b>		<b>include with Proposal</b>	<b>Check Box</b>
Copy of Business License and Certificates		YES	<input checked="" type="checkbox"/>
Certificate of Insurance		YES	<input checked="" type="checkbox"/>
Electronic Version of bid documents		YES	<input checked="" type="checkbox"/>

Indicate Addenda(s) Nos. 1 (05/10/2024) 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:

ECS Southeast, LLC

Signature:  Printed Name: Brian Schiessle, PE

Title: Vice President Date: May 30, 2024

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

Notary Public:  My commission expires: 08 / 29 / 2024




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

**ATTACHMENT B1: CORPORATE CERTIFICATE**

STATE OF Georgia  
COUNTY OF  Cobb

I, Donna Peters, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Brian Schiessle, PE who signed said proposal on behalf of the offeror was then Vice President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of Georgia

  
[signature]

Donna Peters  
[typed name]



**ATTACHMENT B3: ENTITY CERTIFICATE**

STATE OF Georgia  
COUNTY OF Cobb

I, Donna Peters, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that Bria Schlessle, PE who signed said proposal in behalf of the offeror was then Vice President of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a Limited Liability Company organized under the laws of the State of Georgia.

  
[signature]

Donna Peters  
[typed name]



**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 \_\_\_\_\_

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

COMES NOW, ECS Southeast, LL C ("Offeror"),  
*[Name of Offeror]*

appearing by and through Brian Schiessle, PE, its Vice President  
*[insert name of individual with authority to bind Offeror]* *[title]*

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

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

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

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

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

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

2. If the Offeror is a partnership, then the Individual and Representative Affiant, together with the individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County

Board of Education Professional Geotechnical, Environmental and Construction Material Testing Services (the "Project").

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

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

This 30th day of May, 2024

ECS Southeast, LLC  
[insert name of Offeror]

and

Brian Schiessle, PE  
[insert name of Individual And Representative Affiant]

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

Vice President  
[insert title]

Individual Affiants' signatures and names:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
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Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

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

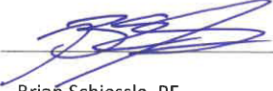
Notary Public: [signature] My commission expires: 08/29/2024





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

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

Signature:   
Printed Name: Brian Schiessle, PE  
Firm Name: ECS Southeast, LLC  
Date: May 30, 2024

Sworn to and described before me this 30th day of May 2024

Personally known: personally known

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

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

Notary Public – State of Georgia

My Commission Expires 08.29.2024

Affix Notary Seal Here: 



**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

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

This 30 day of May, 2024.

ECS Southeast, LLC

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

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

Printed name: Brian Schiessle, PE

Printed Title: Vice President


## ATTACHMENT G: IMMIGRATION AND SECURITY CERTIFICATION

---

If you are providing service, performing work, or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized, and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:


(a)  (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. **[Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];**


*or*

(b) \_\_\_\_\_ (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. **[Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];**


*or*

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

3)  (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

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

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

  
Signature

May 30, 2024

Date

1200580

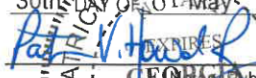
5/30/2017

EEV/Basic Pilot Program  
User Identification Number

Date of Authorization

Firm Name: ECS Southeast, LLC  
Street/Mailing Address: 4860 Clark Howell Highway  
City, State, Zip Code: College Park, GA 30349  
Telephone Number: 678.460.5499  
Email Address: bschiessle@ecslimited.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
30th DAY OF May, 2024

  
PATRICIA V. HOWARD-REGAN  
Notary Public  
08.29.2024  
My Commission Expires 08.29.2024

COBB COUNTY  
PUBLIC



CLAYTON COUNTY  
COMMUNITY DEVELOPMENT

### Permits and License Division

This registration must be displayed in a conspicuous place in your business establishment.  
This registration is not transferable  
Valid for Calendar Year 2024

<b>Business Name:</b>	ECS SOUTHEAST, LLC	<b>Mailing Address:</b>	14030 THUNDERBOLT PL CHANTILY VA 20151
<b>Business Location:</b>	4860 CLARK HOWELL HWY ATLANTA GA 30349	<b>License Type:</b>	Business License
<b>Owner:</b>	ENGINEERING CONSULTING SERVICES LTD	<b>Classification:</b>	In Jurisdiction
<b>License Number:</b>	BL-42827-2018-156397	<b>Business Type:</b>	541330 -Engineering Services
<b>Issue Date:</b>	3/29/2024		
<b>Expiration Date:</b>	12/31/2024		

Restrictions and Comments:

Other Licenses:

County/State/Federal	Document No.	Holder Name	Expiration Date

This registration may be suspended or revoked if Federal, State or County Codes, Ordinances, or requirements are violated. Report any of the following changes to the Business License Division immediately: Ownership, Name, Location, Business Type, or additional lines of Business.

If this business closes before the end of the expiration date, please send us a signed written notification of the business closure and the last day of operation to the Business License Division address. It will properly inactivate your business license account and protect you from incurring late fees and penalties.

**COBB COUNTY  
OCCUPATION TAX CERTIFICATE**

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649  
(770) 528-8410



**BUSINESS LOCATION**

**1281 KENNESTONE CIR, SUITE 200**  
DATE ISSUED  
**01-01-2024**  
**D/B/A ECS SOUTHEAST LLP**  
**ATTN: BRIAN SCHIESSLE**  
**ECS SOUTHEAST LLP**  
**1281 KENNESTONE CIR, SUITE 200**  
**MARIETTA, GA 30066**

**CERTIFICATE NUMBER**

**118785**  
FOR YEAR  
**2024**

**CERTIFICATE EXPIRES**  
**12-31-2024**

**TYPE PROFESSIONAL**



CERTIFICATE MUST BE DISPLAYED  
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES  
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

**BUSINESS DESCRIPTION**

CLASSIFICATION CODE	CLASSIFICATION NAME	AMOUNT
871102	ENGINEERING FIRM 2024 PROFESSIONAL FEE	

BUSINESS LICENSE DIVISION MANAGER

AUTHORIZED INITIALS

**IMPORTANT NOTICE**

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

260474

75744

PLACE ON DISPLAY



Only valid at this location and when location conforms to Gwinnett County Ordinance

**Gwinnett County Licensing and Revenue**

446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046



**DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW**

**Date Issued:** March 28, 2024      **Certificate Number:** 2024210055  
**Expires:** March 31, 2025  
**Business Name:** ECS SOUTHEAST, LLP  
**Description:** Engineering Services

**2024**  
Not Transferable

**Business Location**  
1550 N BROWN RD  
STE 140  
LAWRENCEVILLE GA 30043-8154

**MAIL TO:**  
ECS SOUTHEAST, LLP  
C/O BRIAN SCHIESSLE  
1550 N BROWN RD STE 140  
LAWRENCEVILLE GA 30043-8154



GEORGIA  
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
BRAD RAFFENSPERGER

[HOME \(/\)](#)

**BUSINESS SEARCH**

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BUSINESS INFORMATION

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Business Name:	<b>ECS Southeast, LLC</b>	Control Number:	<b>23235929</b>
Business Type:	<b>Foreign Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
NAICS Code:	<b>Any legal purpose</b>	NAICS Sub Code:	
Principal Office Address:	<b>14030 Thunderbolt Place, Suite 500, Chantilly, VA, 20151, USA</b>	Date of Formation / Registration Date:	<b>11/14/2023</b>
Jurisdiction:	<b>Virginia</b>	Last Annual Registration Year:	<b>2025</b>
Principal Record Address:	<b>14030 Thunderbolt Place, Suite 500, Chantilly, VA, 20151, USA</b>		

REGISTERED AGENT INFORMATION

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Registered Agent Name: **C T Corporation System**  
Physical Address: **289 S Culver St, Lawrenceville, GA, 30046, USA**  
County: **Gwinnett**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)



**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

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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](mailto: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**  
**ECS Southeast, 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](mailto:tijauna_naylor_smith@dekalbschoolsga.org)

## ECS Southeast, LLC Information

Address: 14030 Thunderbolt Place  
Suite 500  
Chantilly, VA 20151  
Phone: (770) 590-1971  
Web Address: www.ecslimited.com

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

Brian Schiessle, PE

*Signature*

Submitted at 5/30/2024 01:32:27 PM (ET)

bschiessle@ecslimited.com

*Email*

## Supplier Note

Thank you for considering ECS for this critical engagement. We are committed to supporting the DeKalb County School District in achieving its objectives and await the chance to play a role in the future of DeKalb County School District's educational environment.

## Requested Attachments

<b>Attachment A - Geotechnical, Environment and Construction Material Testing Services Checklist and Certification</b>	Attachment A.pdf
Please upload both pages.	
<b>Attachment B1, B2, or B3</b>	Attachment B1 B2 B3.pdf
Please upload the form that applies to your company.	
<b>Attachment C Geotechnical, Environmental and Construction Material Testing Professional Rate Schedule Form</b>	Attachment C Geotecchnical, Environmental & Construction Rate Schedule .pdf
Please upload all pages.	
<b>Attachment - D Offeror's and Individuals' Affidavit of Noncollusion</b>	Attachment D.pdf
Please upload both pages.	
<b>Attachment E - Conflict of Interest Disclosure Affidavit</b>	Attachment E.pdf
Please upload both pages.	
<b>Attachment F - Consent to Release Information</b>	Attachment F.pdf
<b>Attachment G - Immigration and Security Certification</b>	Attachment G.pdf
Please upload both pages.	
<b>Attachment H No Submittal Response</b>	<i>No response</i>
<b>Professional Licenses</b>	2022 GA Firm PE - Exp 6.30.24.pdf
Please upload valid professional licenses for prime contractor and sub-consultants.	
<b>Georgia Secretary of State</b>	GEORGIA Corp Division_2023.pdf
Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State.	
<b>Technical Proposal</b>	DeKalb County RFQu 24-752-023_ECS_Technical Proposal_FINAL.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.



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.

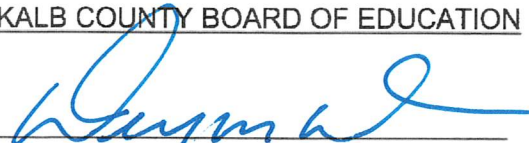
OWNER:

GEOTECHNICAL, ENVIRONMENTAL  
AND CONSTRUCTION MATERIAL  
TESTING SERVICES:

DEKALB COUNTY BOARD OF EDUCATION

ECS SOUTHEAST, LLC

By:

  
[Signature]

By:

  
[Signature]

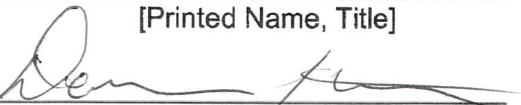
Mr. Diijon DaCosta, Sr., Board Chairperson

Brian E. Schiessle, P.E.

[Printed Name, Title]

[Printed Name]

By:

  
[Signature]

Vice President

[Title]

Dr. Devon Q. Horton, Superintendent

[Printed Name, Title]

1701 Mountain Industrial Blvd.

4860 Clark Howell Highway

Stone Mountain, Georgia 30083

[Printed Address]

College Park, GA 30349

[Printed Address]

10/8/2024

[Date of Execution]

09.03.2024

[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.


571783  
EEV/Basic Pilot Program User Identification Number

05.13.2022  
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.

ECS SOUTHEAST, LLC  
Company Name / Contractor Name

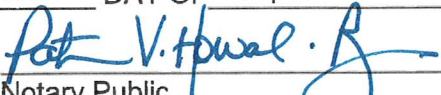
09.03.2024  
Date

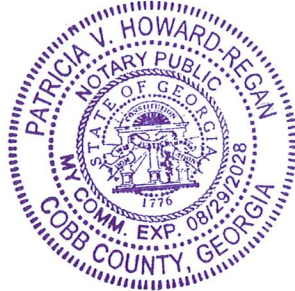
  
BY: Signature of Authorized Officer or Agent  
Vice President

09.03.2024  
Date

Title of Authorized Officer or Agent of Contractor  
Brian E. Schiessle, P.E.  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
3rd DAY OF September, 20 24

  
Notary Public  
My Commission Expires: 08.29.2028



**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 ECS Southeast, 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.

116722  
EEV/Basic Pilot Program User Identification Number

March 2010  
Date of Authorization

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

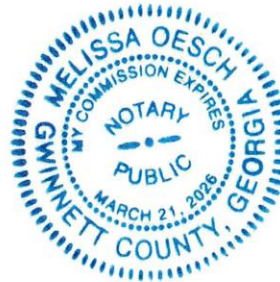
  
BY: Authorized Officer or Agent

9/6/2024  
Date

Geo Lab, Inc.  
(Subcontractor Name)

President  
Title of Authorized Officer or Agent of Subcontractor

Brian Strickland  
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6<sup>th</sup> DAY OF September, 2024  
Melissa Oesch  
Notary Public  
My Commission Expires: 03/21/2026

**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 ECS Southeast, 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.

306647  
EEV/Basic Pilot Program User Identification Number

02/24/2010  
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.

Garrett Ervin  
BY: Authorized Officer or Agent

9/06/2024  
Date

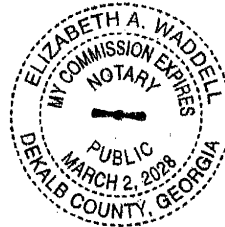
Eurofins Environment Testing Southeast, LLC  
(Subcontractor Name)

General Manager  
Title of Authorized Officer or Agent of Subcontractor

Garrett Ervin  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6th DAY OF September, 2025

Elizabeth A. Waddell  
Notary Public  
My Commission Expires: March 02, 2028



**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 ECS Southeast, LLC (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

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E-Verify - 616709

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.

Jocelin Combs  
BY: Authorized Officer or Agent

09-06-24

Date

Ground Penetrating Radar Systems, LLC  
(Subcontractor Name)

FEIN - 31-1803412

Contracts Team Lead  
Title of Authorized Officer or Agent of Subcontractor

Jocelin Combs  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6 DAY OF September 2, 2024

Debra J Braun  
Notary Public  
My Commission Expires: 11.29.2028



Debra J Braun  
Notary Public, State of Ohio  
My Commission Expires:  
November 29, 2028