

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

**Design
Professional:** Matrix Engineering Group, Inc.

**Design
Professional Address:** 4538 Chamblee Tucker Road, Suite 3
Tucker, Georgia 30084

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

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and **Matrix Engineering Group, LLC**, authorized to do business in the State of Georgia, whose business address is **4358 Chamblee Tucker Road, Suite 3, Tucker, Georgia 30084** (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 **Sam Alyateem** as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate Geotechnical, Environmental And Construction Material Testing Services on all matters arising out of or relating to this Contract. For each Work Authorization, Geotechnical, Environmental And Construction Material Testing Services will designate in writing an individual to serve as Geotechnical, Environmental And Construction Material Testing Services' representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of Geotechnical, Environmental And Construction Material Testing Services with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, Geotechnical, Environmental And Construction Material Testing Services acknowledges that the Principal in Charge and Representative(s) have full authority to bind and obligate Geotechnical, Environmental And Construction Material Testing Services on all matters arising out of or relating to this Contract and the Work Authorization, respectively. Geotechnical, Environmental And Construction Material Testing Services agrees that the Principal in Charge and the Representatives shall devote whatever time is required to satisfactorily and diligently manage the Services to be provided, and performed by Geotechnical, Environmental And Construction Material Testing Services under the Work Authorization. Further, Geotechnical, Environmental And Construction Material Testing Services agrees that the Principal in Charge and the Representatives shall not be removed by Geotechnical, Environmental And Construction Material Testing Services without Owner's prior approval, and if so removed must be immediately replaced with a person acceptable to Owner, which approval and acceptance shall not be unreasonably withheld by Owner.
- 1.5 The Geotechnical, Environmental And Construction Material Testing Services shall assign only qualified personnel to perform any service concerning the Project (as defined in Paragraph 3.1 hereof). The Geotechnical, Environmental And Construction Material Testing Services management, design, and construction administration staff assigned to the Project shall have experience in K-12 school design and construction. The Owner shall have the right, but not the obligation, to interview the management, design, and construction administration staff that will be assigned to the Project.
- 1.6 Geotechnical, Environmental And Construction Material Testing Services agrees that its senior staff, subconsultants and subcontractors who will perform any Services under this Contract are subject to Owner's reasonable approval. Attached hereto as **Exhibit C** is a listing of Geotechnical, Environmental And Construction Material Testing Services' senior staff, subconsultants and subcontractors who have been assigned to provide the services required under this Contract. None of the senior staff, subconsultants and subcontractors identified in **Exhibit C** shall be removed from a Project by Geotechnical, Environmental And Construction Material Testing Services without OWNER'S prior approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to Owner. Geotechnical, Environmental And Construction Material Testing Services further agrees, within fourteen (14) calendar days of receipt of a written request from Owner, to promptly remove from a Project and replace the Representative, or any other personnel employed or retained by Geotechnical, Environmental And Construction Material Testing Services, or any subconsultants or

subcontractors or any personnel of any such subconsultants or subcontractors engaged by Geotechnical, Environmental And Construction Material Testing Services to provide and perform any of the Services pursuant to the requirements of this Contract, whom Owner shall request in writing to be removed, which request may be made by Owner with or without cause. If Geotechnical, Environmental And Construction Material Testing Services is required to remove and replace a subconsultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Work Authorization to which such subcontractor or subconsultant may have been assigned.

- 1.7 Geotechnical, Environmental And Construction Material Testing Services represents to Owner that it has expertise in the type of professional Services that will be required under this Contract. Drawings shall be prepared in electronic AutoCAD 2014 format and a project manual for each Project (the "Project Manual") shall be prepared as an electronic Word 2010 document. By execution of this Contract and each subsequent Work Authorization issued hereafter, if any, Geotechnical, Environmental And Construction Material Testing Services acknowledges it has received the most recent version of the DCSD 2020 Vision – Educational Specifications and Design Guidelines as of the date of this Contract or such subsequent Work Authorization and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. Geotechnical, Environmental And Construction Material Testing Services agrees that all Services to be provided by Geotechnical, Environmental And Construction Material Testing Services pursuant to this Contract shall be subject to Owner's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Georgia Department of Education requirements, Georgia Construction Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project (as defined in Paragraph 3.1 hereof) or the Services to be provided and performed by Geotechnical, Environmental And Construction Material Testing Services hereunder. In the event of any conflicts in these requirements, Geotechnical, Environmental And Construction Material Testing Services shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Owner's approval of any design documents in no way relieves Geotechnical, Environmental And Construction Material Testing Services of its obligation to deliver complete and accurate documents necessary for successful completion of the subject Project pursuant to the Work Authorization.
- 1.8 Geotechnical, Environmental And Construction Material Testing Services agrees not to divulge, furnish or make available to any third person, firm or organization, without Owner's prior written consent, or unless incident to the proper performance of Geotechnical, Environmental And Construction Material Testing Services' obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by Geotechnical, Environmental And Construction Material Testing Services hereunder, and Geotechnical, Environmental And Construction Material Testing Services shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. This paragraph shall survive the expiration or earlier termination of this Contract.
- 1.9 Geotechnical, Environmental And Construction Material Testing Services acknowledges that Owner may contract with a construction manager or general contractor who, if retained, shall be responsible for any construction identified in the Work Authorization (hereinafter referred to as "Construction Contractor"). If a Construction Contractor Is Retained, Geotechnical, Environmental And Construction Material Testing Services agrees to cooperate with Construction Contractor with respect to Construction Contractor's delivery of work and services to Owner. Also, in such event, Geotechnical, Environmental And Construction Material Testing Services agrees to incorporate, whenever reasonably practicable and consistent with good design principles, and after Owner's written approval, all suggestions or

recommendations timely made by Construction Contractor with respect to any design set forth in the Work Authorization.

- 1.10 Geotechnical, Environmental And Construction Material Testing Services agrees to comply with all of Owner's rules and regulations with respect to safety and security at the Owner's facilities, including Owner's drug program, as said rules and regulations may be modified and amended by Owner from time to time. Geotechnical, Environmental And Construction Material Testing Services further agrees to enforce compliance with such rules and regulations by all of Geotechnical, Environmental And Construction Material Testing Services' subconsultants and subcontractors.
- 1.11 Owner may have one or more representatives visit the site of the Project (as defined in Paragraph 3.1 hereof) from time to time, or on a full-time basis, and Geotechnical, Environmental And Construction Material Testing Services shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative of Owner shall relieve Geotechnical, Environmental And Construction Material Testing Services from any of its duties or obligations hereunder.
- 1.12 Geotechnical, Environmental And Construction Material Testing Services shall be responsible for obtaining and reviewing all geological reports obtained by Owner with respect to the Project (as defined in Paragraph 3.1 hereof). Geotechnical, Environmental And Construction Material Testing Services' design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event Geotechnical, Environmental And Construction Material Testing Services has any questions or concerns about the contents of any such reports, Geotechnical, Environmental And Construction Material Testing Services shall notify Owner in writing within ten (10) days of Geotechnical, Environmental And Construction Material Testing Services' receipt of any such geological reports. Geotechnical, Environmental And Construction Material Testing Services and Owner will work in good faith to mutually resolve any such questions or concerns.

ARTICLE 2

OWNER'S RESPONSIBILITIES

- 2.1 For each Work Authorization, OWNER shall designate in writing a project coordinator to act as Owner's representative with respect to the Services to be rendered under the Work Authorization (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Geotechnical, Environmental And Construction Material Testing Services' Services under the Work Authorization. However, except as may be otherwise expressly authorized in writing by the DeKalb County School District, neither the Project Manager nor any other party is authorized to issue any oral or written orders or instructions to Geotechnical, Environmental And Construction Material Testing Services that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Services to be provided and performed by Geotechnical, Environmental And Construction Material Testing Services as set forth in the Work Authorization; (2) the time in which Geotechnical, Environmental And Construction Material Testing Services is obligated to complete all such Services as set forth in the Work Authorization or in the Schedule (as defined in Paragraph 3.1 hereof) submitted and approved pursuant to this Contract; (3) the amount of compensation Owner is obligated or committed to pay Geotechnical, Environmental And Construction Material Testing Services as set forth in the Work Authorization; or (4) the indemnification obligations of Geotechnical, Environmental And Construction Material Testing Services under the Contract or the Work Authorization. Any additional services (hereinafter the "Additional Services") must be approved in writing in the form of a written and executed amendment to this Contract or applicable Work Authorization prior to starting such Additional Services. OWNER will not be

liable or responsible for the costs of Additional Services commenced without its express prior written approval.

- 2.2 Within a reasonable time after request from Geotechnical, Environmental And Construction Material Testing Services, Owner shall provide, if available, all criteria and information requested by Geotechnical, Environmental And Construction Material Testing Services necessary for Geotechnical, Environmental And Construction Material Testing Services to comply with Owner's requirements for the Services specified in the Work Authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, which may affect the Services.
- 2.3 Within a reasonable time after request from Geotechnical, Environmental And Construction Material Testing Services, Owner will make available to Geotechnical, Environmental And Construction Material Testing Services all reasonably available information in Owner's possession pertinent to the Services specified in the Work Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction set forth in the Work Authorization necessary for Geotechnical, Environmental And Construction Material Testing Services to comply with Owner's requirements for the Services specified in the Work Authorization.
- 2.4 Owner shall arrange for access to and make all reasonable provisions for Geotechnical, Environmental And Construction Material Testing Services to enter the site set forth in the Work Authorization (if any) to perform the Services to be provided by Geotechnical, Environmental And Construction Material Testing Services under this Contract. Geotechnical, Environmental And Construction Material Testing Services acknowledges that such access may be provided during times that are not the normal business hours of Geotechnical, Environmental And Construction Material Testing Services.
- 2.5 Owner shall provide written notice to Geotechnical, Environmental And Construction Material Testing Services of any deficiencies or defects discovered by Owner with respect to the Services to be rendered by Geotechnical, Environmental And Construction Material Testing Services hereunder.
- 2.6 Wherever the terms of this Contract refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Contract) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, Owner's staff, or Owner's designee, including Project Manager, unless otherwise stated.

ARTICLE 3

SCHEDULE

- 3.1 Within ten (10) days of receiving a written Work Authorization from Owner to perform Services hereunder for a particular project ("Project"), Geotechnical, Environmental And Construction Material Testing Services agrees to submit to Owner a computer-generated bar graph time schedule ("Schedule") for the performance of such Services to be provided with respect to the Project. Said Schedule shall be of a form and content satisfactory to Owner. Services to be rendered by Geotechnical, Environmental And Construction Material Testing Services shall be commenced, performed and completed in accordance with the Work Authorization and the Schedule. Time is of the essence with respect to the performance of this Contract, including any and all Projects assigned to Geotechnical, Environmental And Construction Material Testing Services.

- 3.2 Should Geotechnical, Environmental And Construction Material Testing Services be obstructed or delayed in the prosecution or completion of its Services as a result of unforeseeable causes beyond the control of Geotechnical, Environmental And Construction Material Testing Services, including but not restricted to acts of God or of public enemy, acts of government or negligent or intentionally wrongful conduct of Owner, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, and not due to Geotechnical, Environmental And Construction Material Testing Services' own fault or neglect, then Geotechnical, Environmental And Construction Material Testing Services shall notify OWNER in writing within three (3) business days (unless Owner expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof and requesting a reasonable extension of time, or be deemed to have waived any right which Geotechnical, Environmental And Construction Material Testing Services may have had to request a time extension.
- 3.3 Unless otherwise expressly provided for in the Work Authorization, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of Geotechnical, Environmental And Construction Material Testing Services' Services from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve Geotechnical, Environmental And Construction Material Testing Services of its duty to perform or give rise to any right to damages or additional compensation from Owner. Geotechnical, Environmental And Construction Material Testing Services expressly acknowledges and agrees that it shall receive no damages for delay. Geotechnical, Environmental And Construction Material Testing Services' sole remedy, if any, against OWNER will be the right to seek an extension of time to its Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of Geotechnical, Environmental And Construction Material Testing Services, the Services to be provided hereunder have been delayed for a total of six (6) months or more, Geotechnical, Environmental And Construction Material Testing Services' compensation shall be equitably adjusted, with respect to those Services that have not yet been performed, to reflect the incremental increase in costs actually experienced by Geotechnical, Environmental And Construction Material Testing Services, if any, as a result of such delays.
- 3.4 Should Geotechnical, Environmental And Construction Material Testing Services fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner in compliance with this Contract, the Work Authorization and all applicable laws, then, in addition to any other rights or remedies available to Owner hereunder, Owner at its sole discretion and option may withhold any and all payments due and owing to Geotechnical, Environmental And Construction Material Testing Services until such time as Geotechnical, Environmental And Construction Material Testing Services resumes performance of its obligations hereunder in such a manner so as to establish to Owner's satisfaction that Geotechnical, Environmental And Construction Material Testing Services' performance is or will shortly be back on schedule and in compliance with this Contract, the Work Authorization and all applicable laws.
- 3.5 Notwithstanding anything herein to the contrary, this Contract may be renewed annually by OWNER at its sole discretion. If Owner elects not to renew this Contract, it shall send written notice thereof to Geotechnical, Environmental And Construction Material Testing Services at least ten (10) days prior to the annual anniversary date of this Contract. If Owner fails to send said written nonrenewal notice as herein provided, Owner shall be deemed to have elected to renew this Contract. In the event Owner sends said written nonrenewal notice, Owner may provide for either the termination or continued performance of any Services under any outstanding Work Authorizations. If Owner directs Geotechnical, Environmental And Construction Material Testing Services to continue to perform any such Services, Geotechnical, Environmental And Construction Material Testing Services shall continue

performance of such Services in accordance with OWNER'S directions, and this Contract and the applicable Work Authorization(s) shall continue as to such Services until completion.

ARTICLE 4

COMPENSATION

- 4.1 Compensation and the manner of payment of such compensation by Owner for Services rendered hereunder by Geotechnical, Environmental And Construction Material Testing Services shall be as prescribed in each written Work Authorization. Geotechnical, Environmental And Construction Material Testing Services agrees to furnish to Owner, within three (3) days after the end of each calendar month, or as specified in the Work Authorization, a comprehensive and itemized statement of charges for the Services performed and rendered by Geotechnical, Environmental And Construction Material Testing Services during that time period, and for any Owner authorized Reimbursable Expenses (as hereinbelow defined), incurred and/or paid by Geotechnical, Environmental And Construction Material Testing Services during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by Owner. All such statements shall indicate the Contract Number, Work Authorization Number, Purchase Order Number and Project Site description (School or Facility Name).
- 4.2 The compensation (whether based upon lump sum, hourly, hourly with a cap or some other agreed-upon formula) contained in each separate Work Authorization shall be based on the hourly rates as set forth and identified in **Exhibit D**, which is attached hereto and incorporated herein by this reference (the "Rate Schedule"), for the time reasonably expended by Geotechnical, Environmental And Construction Material Testing Services' personnel in performing the Services in accordance with the Schedule, the Contract, and the Work Authorization. The Rate Schedule shall be updated by mutual agreement on a yearly basis, in conjunction with the annual renewal of this Contract provided for in paragraph 3.5 above.
- 4.3 OWNER agrees to reimburse Geotechnical, Environmental And Construction Material Testing Services for all necessary and reasonable Reimbursable Expenses incurred or paid by Geotechnical, Environmental And Construction Material Testing Services in connection with Geotechnical, Environmental And Construction Material Testing Services' performance of the Services, at its direct cost with no markup, to the extent such reimbursement is permitted in the Work Authorization. For the purposes hereof, the term "Reimbursable Expenses " shall be deemed to include the following unless otherwise agreed to by Owner or set forth in the Work Authorization:
- 4.3.1 All necessary fees paid by Geotechnical, Environmental And Construction Material Testing Services to governmental authorities having jurisdiction over any Project specified in a Work Authorization, for securing required approval or permitting of the Project or any part of it.
- 4.3.2 The actual, direct cost to Geotechnical, Environmental And Construction Material Testing Services without markup for necessary copying/reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.

Geotechnical, Environmental And Construction Material Testing Services shall obtain the prior written approval of Owner before incurring any expenses other than the aforesaid Reimbursable Expenses, and absent such prior approval, no expenses incurred by Geotechnical, Environmental And Construction Material Testing Services will be deemed to be a Reimbursable Expense.

- 4.4 Geotechnical, Environmental And Construction Material Testing Services shall bear and pay all overhead and other expenses, except for the Reimbursable Expenses specified and defined above, incurred by Geotechnical, Environmental And Construction Material Testing Services in the performance of the Services.
- 4.5 Prior to authorizing Geotechnical, Environmental And Construction Material Testing Services to provide any Services or to incur any Reimbursable Expenses under a Work Authorization pursuant to this Contract, Owner shall request that Geotechnical, Environmental And Construction Material Testing Services in writing advise Owner of (i) the estimated time required of Geotechnical, Environmental And Construction Material Testing Services' personnel and the estimated fees thereof for the proposed Services to be specified in the Work Authorization; and (ii) the estimated charge to Owner for the Reimbursable Expenses applicable to the contemplated Services to be performed by Geotechnical, Environmental And Construction Material Testing Services under the proposed Work Authorization. Geotechnical, Environmental And Construction Material Testing Services shall promptly supply such estimate to Owner based on Geotechnical, Environmental And Construction Material Testing Services' good faith analysis.
- 4.6 Geotechnical, Environmental And Construction Material Testing Services agrees that, with respect to any subconsultant or subcontractor to be utilized by Geotechnical, Environmental And Construction Material Testing Services under any particular Work Authorization, Geotechnical, Environmental And Construction Material Testing Services shall be limited to a maximum markup of ___% on the fees and expenses associated with such subconsultants and subcontractors.

ARTICLE 5

OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 5.1 The Preliminary Design and the Construction Documents shall become "Instruments of Service" and include all Drawings, Plans, Specifications, and other documents, including those in electronic form, prepared specifically for the subject Project by the Geotechnical, Environmental And Construction Material Testing Services and its consultants. The Geotechnical, Environmental And Construction Material Testing Services agrees to, and Geotechnical, Environmental And Construction Material Testing Services and its consultants shall be deemed to have prepared their respective Instruments of Service as geotechnical, environmental and construction material testing works and works made for hire as defined in 17 U.S.C. §§ 101, 102(a)(8) and 201(b), thereby transferring and vesting in the Owner, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service and in the buildings, improvements, and structures constituting the Project. The Instruments of Service shall include the Space Plan and Design Concept, if any.
- 5.2 Geotechnical, Environmental And Construction Material Testing Services hereby expressly grants, assigns, transfers, and otherwise quitclaims to the Owner, its successors, and assigns, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in both the Instruments of Service and in the buildings, improvements, and structures embodying the geotechnical, environmental and construction material testing works that constitute the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums, when due, under this Contract. The Geotechnical, Environmental And Construction Material Testing Services shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Contract. The Geotechnical, Environmental And Construction Material Testing Services warrants (and shall cause each of the Geotechnical, Environmental And Construction Material Testing Services

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

- 5.3 The Geotechnical, Environmental And Construction Material Testing Services Hereby Grants, Assigns, Transfers, And Otherwise Quitclaims To The Owner, Without Reservation, All Copyrights To All Project-Related Documents, Models, Computer Drawings, And Other Electronic Expressions, Photographs, And Other Expression Or Instruments Of Service Produced By The Geotechnical, Environmental And Construction Material Testing Services. However, The Geotechnical, Environmental And Construction Material Testing Services Will Retain All Rights To Any Pre-Existing Intellectual Property Or Standard Construction Details Or Conventions Contained In The Instruments Of Service.
- 5.4 All Licenses Granted Herein Or Pursuant To This Contract Are Worldwide, Perpetual And Irrevocable And Shall Continue Even In The Event This Contract Expires Or Is Terminated For Any Reason. Geotechnical, Environmental And Construction Material Testing Services Hereby Consents To Any Use Of Any And All Project Documents By Any Replacement Geotechnical, Environmental And Construction Material Testing Engineers, Contractors, Or Other Professionals Retained By Owner In The Event Of Any Such Expiration Or Termination; Provided, However, Geotechnical, Environmental And Construction Material Testing Services Shall Not Be Liable For Any Of The Design Work Performed By Such Replacement Geotechnical, Environmental And Construction Material Testing Engineers Or Other Professionals. This Paragraph Shall Survive The Expiration Or Termination Of This Contract.
- 5.5 Geotechnical, Environmental And Construction Material Testing Services, Upon Reasonable Request By Owner, Even If Such Request Is Made After Termination Or Expiration Of This Contract For Any Reason, Shall Take All Steps Reasonably Required By Owner To Memorialize, Perfect, Substantiate, Record, Or Evidence All Licenses, Assignments, And Rights Owner Has, Is Due, Or May Have Under Or Pursuant To This Contract, And Shall Do So At No Additional Charge To Owner. This Paragraph Shall Survive The Expiration Or Termination Of This Contract.
- 5.6 The Owner Hereby Grants To The Geotechnical, Environmental And Construction Material Testing Services A Nonexclusive License To Reproduce Such Documents For Purposes Relating Directly To The Geotechnical, Environmental And Construction Material Testing Services' Performance Of Any Project, For The Geotechnical, Environmental And Construction Material Testing Services' Archival Records, And For The Geotechnical, Environmental And Construction Material Testing Services' Reproduction Of Drawings And Photographs For The Design Professional's Marketing Materials Provided That The Content Of Those Materials, As To Each Such Project, Are Approved By The Owner Prior To Publication. No Other Project-Related Documents May Be Reproduced For Any Other Purpose Without The Express Written Permission Of The Owner Or Unless Otherwise Required By Law. The Publication Of The Geotechnical, Environmental And Construction Material Testing Services Materials Shall Not Include The Owner's Confidential Or Proprietary Information.
- 5.7 Geotechnical, Environmental And Construction Material Testing Services Shall, Upon Reasonable Request By Owner, Even If Such Request Is Made After Termination Or Expiration Of This Contract For Any Reason, Or Upon Completion Of The Project Should No Such Request Be Made By The Owner, Provide To Owner (I) Reproducible Copies Of All Project Documents, (Ii) Written Copies Of All Licenses And Assignments Obtained By Geotechnical, Environmental And Construction Material Testing Services From Geotechnical, Environmental And Construction Material Testing Services' Consultants Pursuant To Paragraph 6.1, And (Iii) A Written License From Geotechnical, Environmental And Construction Material Testing Services To Owner pursuant to Paragraph 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. Geotechnical, Environmental And Construction

Material Testing Services shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify Owner in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by Geotechnical, Environmental And Construction Material Testing Services, the hard paper copy shall control. This paragraph shall survive the expiration or termination of this Contract.

ARTICLE 6

MAINTENANCE OF RECORDS

- 6.1 Geotechnical, Environmental And Construction Material Testing Services shall keep adequate records and supporting documentation which concerns or reflect its Services hereunder. The records and documentation shall be retained by Geotechnical, Environmental And Construction Material Testing Services for a minimum of three (3) years from the date of termination of this Contract or the date the Services under each Work Authorization are completed, or such longer period of time as may be required by this Contract or applicable law, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours. This paragraph shall survive the expiration or termination of this Contract.
- 6.2 The records specified above in paragraph 6.1 include accurate time records, which Geotechnical, Environmental And Construction Material Testing Services agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of Geotechnical, Environmental And Construction Material Testing Services in performing the Services and therein specifying the work performed by each, with all such time records to be kept within one-half of an hour. At the request of Owner, or as specified in the Work Authorization, Geotechnical, Environmental And Construction Material Testing Services shall furnish to Owner any of the aforesaid time records, as well as invoices or proofs showing Geotechnical, Environmental And Construction Material Testing Services' incurrence and/or payment of any Reimbursable Expenses.

ARTICLE 7

INDEMNITY

- 7.1 To the fullest extent permitted by law, the Geotechnical, Environmental And Construction Material Testing Services shall indemnify and hold harmless the Owner from and against all liability, claims, damage, loss, liens, costs and expenses, including without limitation attorneys' fees and litigation expenses, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Geotechnical, Environmental And Construction Material Testing Services or other persons employed or utilized by the Geotechnical, Environmental And Construction Material Testing Services in the performance of the Contract. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Geotechnical, Environmental And Construction Material Testing Services, the Geotechnical, Environmental And Construction Material Testing Services shall defend such allegations through counsel chosen by the Owner, and the Geotechnical, Environmental And Construction Material Testing Services shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The Geotechnical, Environmental And Construction Material Testing Services shall not be required to indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, to the extent caused by or resulting from the negligence of the Owner.

ARTICLE 8

ERRORS AND OMISSIONS INSURANCE

- 8.1 The Geotechnical, Environmental And Construction Material Testing Services shall obtain and maintain, at its sole cost and expense, the following errors, and omissions insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of each Project:
- 8.1.1 Within five (5) days after the execution of this Contract the Geotechnical, Environmental And Construction Material Testing Services shall file with the Owner the certificate from an insurance company authorized to do business in the State of Georgia showing issuance to Geotechnical, Environmental And Construction Material Testing Services of errors and omissions insurance (professional liability insurance) with minimum limits per claim of 20% of the stated cost limitation set forth in the Work Authorization but not less than the minimum limits of \$2,000,000 per claim coverage, \$2,000,000 aggregate. Such errors and omissions insurance shall have a deductible amount of no more than \$50,000 per claim unless a different deductible amount is (i) agreed upon in writing by the Owner and (ii), if necessary for the benefit of the Owner, approved by the Georgia Department of Education.
- 8.1.2 The insurance policy maintained in accordance with this Contract shall contain an endorsement providing thirty (30) days' notice to the Owner prior to any cancellation of said policy. Said policy shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

ARTICLE 9

OTHER INSURANCE

- 9.1 The geotechnical, environmental and construction material testing engineer shall also obtain and maintain, at its sole cost and expense, all insurance in accordance with the requirements of **Exhibit E** attached hereto and incorporated herein by reference.

ARTICLE 10

SERVICES BY GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES' OWN STAFF

- 10.1 The Services to be performed hereunder shall be performed by the staff, subconsultants and subcontractors identified in **Exhibit C** attached hereto and incorporated herein by reference, unless otherwise authorized in writing by Owner. The employment of, contract with, or use of the services of any other person or firm by Geotechnical, Environmental And Construction Material Testing Services, as independent consultant or otherwise, shall be subject to the prior written approval of Owner. No provision of this Contract shall, however, be construed as constituting an agreement between Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Owner.

ARTICLE 11

WAIVER OF CLAIMS

- 11.1 Geotechnical, Environmental And Construction Material Testing Services' acceptance of final payment for Services provided under any Work Authorization shall constitute a full waiver of any and all claims by it against Owner arising out of the Work Authorization or otherwise related to those Services, except those previously made in writing and identified by Geotechnical, Environmental And Construction Material Testing Services as unsettled at the time of the final payment. Geotechnical, Environmental And Construction Material Testing Services agrees to execute such lien waivers and other necessary documentation reasonably required by Owner in order to waive such claims of record. Neither the acceptance of Geotechnical, Environmental And Construction Material Testing Services' Services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against Geotechnical, Environmental And Construction Material Testing Services.

ARTICLE 12

TERMINATION OR SUSPENSION

- 12.1 This Contract is a "continuing contract" for the services of Geotechnical, Environmental And Construction Material Testing Services. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Contract by giving to the other party not less than sixty (60) days' prior written notice of such termination. Upon this Contract being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Contract subsequent to the date of termination except for those provisions expressly stated to survive the expiration or termination of this Contract, and except that Owner may require that Services specified to be performed under a previously issued Work Authorization shall proceed to completion under the terms of this Contract.
- 12.2 Geotechnical, Environmental And Construction Material Testing Services shall be considered in material default of this Contract and such default will be considered cause for Owner to terminate this Contract and any Work Authorizations in effect, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Contract within the times specified under the Work Authorization(s), or (b) failure to properly and timely perform the Services to be provided hereunder or as directed by Owner, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Geotechnical, Environmental And Construction Material Testing Services or by any of Geotechnical, Environmental And Construction Material Testing Services' principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations, Owner's policies and procedures or other codes of conduct, or (e) Geotechnical, Environmental And Construction Material Testing Services otherwise materially breaches this Contract including the terms of any Work Authorization. Owner may so terminate this Contract, in whole or in part, by giving Owner five (5) business days' written notice.
- 12.3 If, after notice of termination of this Contract as provided for in Paragraph 12.2 above, it is determined for any reason that Geotechnical, Environmental And Construction Material Testing Services was not in default, or that its default was excusable, or that Owner otherwise was not entitled to the remedy against Geotechnical, Environmental And Construction Material Testing Services provided for in Paragraph 12.2, and the parties mutually agree to such determination in writing, then the notice of termination given pursuant to Paragraph 12.2 shall be deemed to be the notice of termination provided for in Paragraph 12.4 below and Geotechnical, Environmental And Construction Material Testing Services' remedies against Owner shall be the same as and limited to those afforded Geotechnical, ENVIRONMENTAL And Construction Material Testing Services under Paragraph 12.4 below.

- 12.4 Notwithstanding anything herein to the contrary (including the provisions of Paragraph 12.1 above), OWNER shall have the right to terminate this Contract and any Work Authorization(s) then in effect, in whole or in part, with or without cause upon five (5) business days' written notice to Geotechnical, Environmental And Construction Material Testing Services. In the event of such termination for convenience, Geotechnical, Environmental And Construction Material Testing Services' recovery against Owner shall be limited to that portion of Geotechnical, Environmental And Construction Material Testing Services' compensation earned through the date of termination, for any Work Authorizations so cancelled, together with any retainage withheld and any costs reasonably incurred by Geotechnical, Environmental And Construction Material Testing Services that are directly attributable to the termination, but Geotechnical, Environmental And Construction Material Testing Services shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on Services not required to be performed.
- 12.5 Upon termination, Geotechnical, Environmental And Construction Material Testing Services shall deliver to Owner, as set forth in Paragraph 5.1 herein, all papers, records, documents, Auto CADD files, drawings, calculations, models, and other materials in Geotechnical, Environmental And Construction Material Testing Services' possession or control arising out of or relating to this Contract.
- 12.6 Owner shall have the authority to suspend all or any portions of the Services to be provided by Geotechnical, Environmental And Construction Material Testing Services hereunder upon giving Geotechnical, Environmental And Construction Material Testing Services two (2) business days' prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, Geotechnical, Environmental And Construction Material Testing Services' sole and exclusive remedy shall be to seek an extension of time to its Schedule subject to the procedures set forth in Article 3 herein.

ARTICLE 13

PROHIBITION AGAINST CONTINGENT FEES

- 13.1 The Geotechnical, Environmental And Construction Material Testing Services by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that Geotechnical, Environmental And Construction Material Testing Services has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 14

CONFLICT OF INTEREST

- 14.1 Geotechnical, Environmental And Construction Material Testing Services represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. Geotechnical, Environmental And Construction Material Testing Services further represents that no persons having any such interest shall be employed to perform those Services.

ARTICLE 15

APPLICABLE LAW

- 15.1 This Contract shall be governed and construed under the laws of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. ser irrevocably consents to the non-exclusive venue of the courts sitting in the county in which the Project is located regarding any matter arising out of or relating to this Contract.

ARTICLE 16

SUCCESSORS AND ASSIGNS

- 16.1 The Geotechnical, Environmental and Construction Material Testing Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, this Contract shall be binding upon each party and its respective successors, assigns and legal representatives.

ARTICLE 17

NO THIRD-PARTY BENEFICIARIES

- 17.1 Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

ARTICLE 18

COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER

- 18.1 In the event the Owner gives the Geotechnical, Environmental And Construction Material Testing Services written notice that Owner will employ the services of a program manager or construction manager, then the terms of this Article 18 shall apply to the services provided by the Geotechnical, Environmental And Construction Material Testing Services.
- 18.2 In the event the Owner gives the Geotechnical, Environmental And Construction Material Testing Services written notice that Owner will employ the services of a construction manager, the term "contractor" as used in this Contract shall mean "construction manager" and the term "Construction Contract" as used in this Contract shall mean "Construction Management Contract".
- 18.3 The Geotechnical, Environmental And Construction Material Testing Services shall fully cooperate with the Owner's program manager ("Program Manager") and, if applicable, the construction manager ("Construction Manager"). Such cooperation shall include, without limitation, providing any requested information to the Program Manager and, if applicable, the Construction Manager, and advising, meeting with, consulting with, and coordinating with the Program Manager and, if applicable, the Construction Manager.
- 18.4 The Geotechnical, Environmental And Construction Material Testing Services acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Geotechnical, Environmental And Construction Material Testing Services agrees to comply with all directions and instructions given by the Program Manager. To the extent that the Program Manager is authorized and responsible for

providing certain services delegated to the Geotechnical, Environmental And Construction Material Testing Services hereinabove, the Geotechnical, Environmental And Construction Material Testing Services' role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.

- 18.5 The Geotechnical, Environmental And Construction Material Testing Services is not a third-party beneficiary of any agreement by and between Owner and the Program Manager or any Construction Manager. It is expressly acknowledged and agreed that Geotechnical, Environmental And Construction Material Testing Services' duties to Owner are independent of, and are not diminished by, any duties owed to Owner by the Program Manager or any Construction Manager.

ARTICLE 19

ASBESTOS STATEMENT

- 19.1 The Geotechnical, Environmental And Construction Material Testing Services shall sign and deliver to the Owner the Asbestos Exclusion Certification, attached hereto as **Exhibit F** and incorporated herein by reference, or in such other form as may be required by Owner or the Georgia Department of Education, at such time as the Owner may require.

ARTICLE 20

MANDATORY ADDENDUM TO THE OWNER/GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES AGREEMENT

- 20.1 Pursuant to the requirements of the Georgia Department of Education, the "Mandatory Addendum to the Owner/Geotechnical, Environmental and Construction Material Testing Services Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds" attached hereto as **Exhibit H** is hereby incorporated herein and made a part hereof to the extent that the Geotechnical, Environmental And Construction Material Testing Services' Services are for the design and supervision of a state-funded capital outlay construction project.

ARTICLE 21

ENTIRE AGREEMENT

- 21.1 With the exception of any future Work Authorizations, which are incorporated herein by reference, this Contract constitutes the entire and exclusive agreement between the parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements between the parties, whether oral or written.

ARTICLE 22

MODIFICATION

- 22.1 No modification, amendment, or change to this Contract shall be valid or binding upon the parties unless in writing and executed by both OWNER and the GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING SERVICES.

ARTICLE 23

NOTICES AND ADDRESS OF RECORD

- 23.1 All notices required or permitted pursuant to this Contract to be given by Geotechnical, Environmental And Construction Material Testing Services to Owner shall be in writing and shall be delivered by hand or by United States Postal Service, first class registered or certified mail, postage pre-paid, return receipt requested, or by overnight delivery by a nationally recognized carrier such as FedEx or UPS, addressed to the following Owner's address of record:

DeKalb County School District Facilities Services
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084
Attention: Chief Operating Officer

- 23.2 All notices required or permitted pursuant to this Contract to be given by Owner to Geotechnical, Environmental And Construction Material Testing Services shall be made in writing and shall be delivered by hand or by the United States Postal Service, first class registered or certified mail, postage pre-paid, return receipt requested, or by overnight delivery by a nationally recognized carrier such as FedEx or UPS, addressed to the following Geotechnical, Environmental And Construction Material Testing Services' address of record:

4358 Chamblee Tucker Road, Suite 3
Tucker, GA 30084
Email: Sam@MatrixEngineeringGroup.com

ATTENTION: **Sam Alyateem, 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

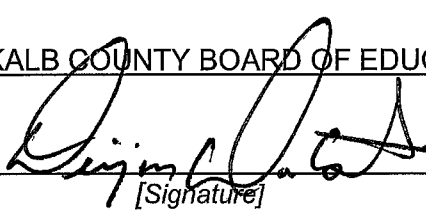
hereof will constitute a waiver of Owner's right to demand strict compliance with the terms hereof.

- 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:

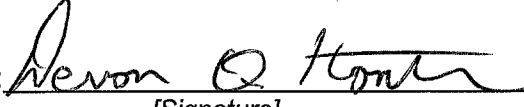
DEKALB COUNTY BOARD OF EDUCATION

By: 

[Signature]

Mr. Dijon DaCosta, Sr., Board Chairperson

[Printed Name, Title]

By: 

[Signature]

Dr. Devon Q. Horton, Superintendent

[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083

[Printed Address]

9-20-24

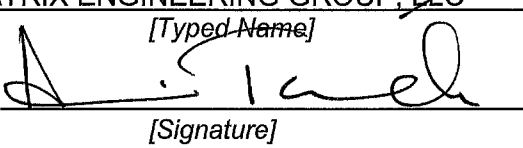
[Date of Execution]


Erick Hofstetter, Chief Operating Officer

GEOTECHNICAL, ENVIRONMENTAL AND
CONSTRUCTION MATERIAL TESTING
SERVICES:

MATRIX ENGINEERING GROUP, LLC INC.

[Typed Name]

By: 

[Signature]

AMIN TOMEZ, PRINCIPAL

[Printed Name, Title]

4538 Chamblee Tucker Road, Suite 3

Tucker, Georgia 30084

[Printed Address]

9/6/2024

[Date of Execution]

EXHIBIT "A"

LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT

RFQu 24-752-023

RFQu 24-752-023 Attachment Package

RFQu 24-752-023 Appendices Package

Addendum No. 1 Dated May 10, 2024

Addendum No. 2 Dated May 22, 2024

Attachments:

A. Professional Geotechnical, Environmental and Construction Material Testing Services

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

B. Professional Geotechnical, Environmental and Construction Material Services

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

C. Professional Geotechnical, Environmental and Construction Material Services

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

D. Professional Geotechnical, Environmental and Construction Material Services

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

E. Professional Geotechnical, Environmental and Construction Material Services

Revised Appendix D Design Guidelines (51 Pages)

F. Professional Geotechnical, Environmental and Construction Material Services

Mandatory Pre-Proposal Conference Meeting Minutes (3 Pages)

G. Professional Geotechnical, Environmental and Construction Material

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

EXHIBIT "B"

WORK AUTHORIZATION FORM

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

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

PROJECT NAME AND NUMBER

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

SCOPE OF SERVICES

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

SCHEDULE

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

COMPENSATION

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

EXHIBIT “C”

STAFFING SCHEDULE

<u>Name</u>	<u>Function</u>
Amin Tomeh, PE, PMP, D.GE, SE	Senior Project Engineer
Sam Alyateem, PE	Senior Project Engineer
Eric Taylor	Master ICC Special Inspector
Teddy Newego, PE	Registered Professional Engineer
Ahmad Shahem	Senior Engineer
Omar Abukhalaf	Senior Engineering Technician
Jean Claude Toriz	Senior Engineering Technician
Taylor Rapp	Senior Engineering Technician
Robin Thomas	Engineering Technician
Dennis Green	Engineering Technician
Tyrone Smith	Engineering Technician
Deonne Seals	Laboratory Manager

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,

Matrix Engineering Group, Inc.

[legal name of Engineer]

4358 Chamblee Tucker Road, Suite 3, Tucker, GA 30084

[address of Engineer]

770-448-3124

[telephone number of Engineer]

Sam@MatrixEngineeringGroup.com

[email address of Engineer]

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

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

Title/Position	Hourly Rate
Principal:	\$ <u>150</u> per hour
Sr. Engineer:	\$ <u>120</u> per hour
Project Engineer:	\$ <u>110</u> per hour
Sr. Environmental Lead:	\$ <u>110</u> per hour
Environmental Specialist:	\$ <u>90</u> per hour
Technical/CADD Tech:	\$ <u>65</u> per hour
Clerical/Admin:	\$ <u>50</u> per hour

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

Geotechnical Surveying Services		Unit Price	
Standard Boring – Until Refusal		\$	500
Deep Boring – At least 15 Ft.		\$	300
Manual Hand-Auger Borings		\$	200
Seismic Site Class in Accordance with ASCE 7-10 based on shear wave velocity method.		\$	2,000
Seismic Risk-based hazard analysis in accordance with ASCE 7-10		\$	4,500
Mobilization of Drill Rig		\$	850
Consolidation Test		\$	550
Undisturbed (Shelby Tube) Sample		\$	150
Natural Moisture Content Test		\$	15
Atterberg Limits Test		\$	75
Environmental Services		Unit Price	
Conduct Phase I – Environmental Site Assessment in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and current ASTM Practice E.		\$	3,000
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.		\$	2,000
Risk/Safety Hazard Analysis report in accordance with GaDOE Educational Facility Site Selection Guidelines dated May 30, 2012 and the GaDOE Guideline for Risk Hazard Assessment of Education Facility Sited dated May 30, 2012.		\$	2,000
ARCHIE Study		\$	500
ALOHA Study		\$	1,000
Conduct Phase II – Environmental Study (and Report)		\$	6,000
Laboratory Testing		\$	500
Materials Testing and Special Inspection Services		Unit Price	Hourly Rate
ITEM 1: NPDES INSPECTIONS: Perform weekly erosion inspections of installed erosion control measures and obtaining runoff samples for turbidity analysis.		\$	\$ 90
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:			
3.1 Foundation inspections and bearing capacity verifications.		\$	\$ 90
3.2 Sub-grade evaluation.		\$	\$ 90
3.3 Steel reinforcing inspections.		\$	\$ 90
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		\$	\$ 90
ITEM 6: Sprayed Fire-Resistant Materials Inspector: Certified SFRM Inspector		\$	\$ 90
ITEM 7 - Structural Steel Inspector:		\$	\$ 110

7.1 Site Inspection & Testing of connection bolts, welds, and decking.	\$	\$ 110
7.2 Full Penetration Weld Inspections – Ultrasound testing	\$	\$ 150
ITEM 8– Asphalt Testing - Senior Engineering Technician: Coring of asphalt for thickness and density determination of binder and surface courses.	\$	\$ 500
ITEM 9 - Laboratory Testing		
9.1 Concrete Cylinders	\$ 15	\$
9.2 Compressive Strength Testing Grout Prisms	\$ 15	\$
9.3 Soil - Standard Moisture Density Relationship Tests	\$ 120	\$
9.4 GAB - Modified Moisture Density Relationship Tests	\$ 150	\$
9.5 Asphalt Lab Testing Density & Thickness Determination	\$ 75	\$
9.6 SFRM Samples: Density & Thickness Determination	\$ 75	\$
ITEM 10 – Principal Engineer: Professional Registered Engineer for Engineering Consulting and Report Review	\$ 150	\$

- 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 dated 5/10/24, Addendum #2 dated 5/22/24
- 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,

Matrix Engineering Group, Inc.

[typed name of Engineer]

By:

[signature]

Mr. Sam Alyateem, Principal & Vice President

[typed name and title]

4358 Chamblee Tucker Road, Suite 3, Tucker, GA 30084

[address of Engineer]

(770) 448-3124

[business telephone number]

May 29, 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**.

ASBESTOS EXCLUSION CERTIFICATION FORM (NEW CONSTRUCTION & ADDITIONS ONLY)

(Geotechnical, Environmental and Construction Material Testing Services)

EXHIBIT “G”
EOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING
SERVICES PROPOSAL



Request for Qualifications Number 24-752-023

**Geotechnical, Environmental &
Construction Materials Testing Services**

Submitted by: ***Matrix Engineering Group, Inc.***



May 30th, 2024

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



**Re: *Statement of Qualifications for DeKalb County School District
Geotechnical, Environmental and Construction Materials Testing Services
RFQu# 24-752-023***

Matrix Engineering Group, Inc. (Matrix) is pleased to submit its Qualifications for the Geotechnical, Environmental and Construction Materials Testing Services as requested in the DeKalb County Schools RFQu No. 24-752-023 issued on April 25, 2024, Addendum #1 issued on May 10th, Addendum #2 issued on May 22nd, 2024.

Matrix has successfully and repeatedly completed hundreds of school projects in the Metropolitan Area with various school systems and districts. Our special inspectors and professional engineers have gained significant experience in managing various types of services on school projects ranging from Environmental Services (i.e. hazard risk analysis and hazmat surveys and mitigation of asbestos, lead, mold, radon, moisture control) to small and large scale geotechnical exploration, Materials Testing & Special Inspections services. Our effective tools that were developed in-house allow us, a local small business, to be very competitive while maintaining a high level of customer service and satisfaction. This has enabled Matrix to become an industry leader, especially in handling educational facilities.

We hope that DeKalb County Schools will look favorably on our Statement of Qualifications. We look forward to the opportunity to be interviewed by the DCSD evaluating committee to answer any questions and to allow us to demonstrate our in-house capabilities and systems which we believe will allow the construction and design team to effectively manage the quality control program. This will undoubtedly translate to tangible savings for the DCSD.

Very truly yours,

MATRIX ENGINEERING GROUP, INC.

Amin Tomeh, PE, PMP, D.GE, SE
Principal

Sam Alyateem, P.E
Principal

M:\3. Statement of Qualifications & Pre Qualification Packages\DEKALB COUNTY SCHOOLS Geotechnical & Environmental RFP\COVER LETTER.doc

4358 Chamblee Tucker Road, Suite 3
Tucker, GA. 30084 t: 770.448.3124 f: 770.448.5324



TABLE OF CONTENTS

SECTION I – Compliance Information

SECTION II – Related Experience

SECTION III – Project Staff

SECTION IV – Workload

SECTION V – References

SECTION VI – Insurance & Litigation



**Matrix
Engineering
Group, Inc.**

engineers | special inspectors | construction consultants

Compliance Information Page

Name of Firm: Matrix Engineering Group

Name of Principals of the firm: Amin A. Tomeh, PE, PMP, D.GE
Osama S. Alyateem, PE

Type of Organization: Corporation

Names of authorized Individuals: Amin A. Tomeh, PE, PMP, D.GE,
Principal & Vice President
Osama S. Alyateem, PE,
Principal & Vice President

Detail Information Sheet(s)

a. Office Address: 4358 Chamblee Tucker Road, Suite 3
Tucker, Georgia 30084

b. Mailing Address: Same as Office Address

c. Office Address providing Services: Same as Office Address

d. Main Contact: Sam Alyateem, PE

e. Telephone Number: 770-448-3124 ex.22

Fax Number: 770-448-5324

f. Email Address: Amin@MatrixEngineeringGroup.com
Sam@MatrixEngineeringGroup.com
Naser@MatrixEngineeringGroup.com

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

CONTROL NUMBER: 0005728
EFFECTIVE DATE: 01/31/2000
COUNTY : DEKALB
REFERENCE : 0044
PRINT DATE : 02/03/2000
FORM NUMBER : 311

OSAMA S. ALYATEEM
3300 BUCKEYE RD.
SUITE 525
ATLANTA, GA 30341

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

MATRIX ENGINEERING GROUP, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State



CITY OF TUCKER

2024

OCCUPATIONAL TAX CERTIFICATE

1975 LAKESIDE PKWY., STE. 350
TUCKER, GA 30084

LICENSE STATUS Issued

DATE ISSUED: 05/16/2024

DATE EXPIRES 12/31/2024

LICENSE NUMBER: 2024-1441

OCC

LEGAL BUSINESS NAME: SAM ALYATEEM

DBA NAME: MATRIXENGINEERING GROUP INC

LICENSEE: SAM ALYATEEM

BUSINESS LOCATION: 4358 CHAMBLEE TUCKER RD STE 3

NAICS DESCRIPTION: Engineering Services

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

SAM ALYATEEM

SAM ALYATEEM

4358 CHAMBLEE TUCKER RD STE 3

Tucker, GA 30084



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Osama Samir Al Yateem

Address:

Atlanta GA 30345

Primary Source License Information

Lic #: PE019197	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Comity	Status: Active
Issued: 3/19/1991	Expires: 12/31/2024	Last Renewal Date: 12/26/2023

Associated Licenses

Relationship: Employment			
Licensee: Beta Engineering Consultants	License Type: Engineer Firm		
License #: PEF001200	License Status: Lapsed		
Established:	Association Date:	Expiry:	
Type: Prerequisite			
Relationship: Employment			
Licensee: Matrix Engineering Group, Inc.	License Type: Engineer Firm		
License #: PEF003449	License Status: Active		
Established:	Association Date:	Expiry:	
Type: Prerequisite			
Relationship: Employment			
Licensee: R & D Testing & Drilling Inc	License Type: Engineer Firm		
License #: PEF001031	License Status: Lapsed		
Established:	Association Date:	Expiry:	
Type: Prerequisite			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 28, 2024 16:0:43



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Amin Adnan Tomeh

Address:

Tucker GA 30084

Primary Source License Information

Lic #: PE024443	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Comity	Status: Active
Issued: 5/14/1998	Expires: 12/31/2024	Last Renewal Date: 12/12/2023

Associated Licenses

Relationship: Employment

Licensee: Matrix Engineering Group, Inc.

License Type: Engineer Firm

License #: PEF003449

License Status: Active

Established:

Association Date:

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 28, 2024 15:59:56

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

RELATED EXPERIENCE

Project Name	Client/Reference	Services Provided	Project Description/Comments
Austin Elementary School Pleasantdale Elementary School Cross Keys Elementary School Replacement Projects (DEKALB COUNTY SCHOOLS)	DeKalb County Schools Mr. Ryan Fernandez Project Manager DeKalb County School District (678) 676-1417	- Geotechnical - NPDES Inspections - Construction Materials Testing (CMT) & Special Inspection Services - Modular Wall Quality Assurance	Over the past 5 years, Matrix completed the Construction Materials Testing, Special Inspections and NPDES related Services for all three replacement school projects. Matrix provided innovative geotechnical solutions at the Austin ES site (recommended deep foundations system) to combat the challenging site conditions. Matrix helped the owner at Pleasantdale ES in realizing substantial cost savings by documenting & classifying rock that was encountered.
Fernbank & Peachcrest Elementary School Replacement Projects 157 Heaton Park Drive, Decatur, GA 30307 (DEKALB COUNTY SCHOOLS)	DeKalb County Schools Mr. Brian Albanese Project Manager DeKalb County School District SPLOST IV (678) 676-1561	- Soil Compaction Testing - Foundations & Bearing Verification - Concrete sampling - Reinforced Masonry - Structural Steel - Asphalt Evaluation - NPDES Inspections	Within the last 5 years, Matrix performed the weekly NPDES inspections; Construction Materials Testing & Special Inspection Services on the 120,000 square foot prototype replacement school its surrounding play fields. Matrix performed soils, concrete, masonry, fireproofing, structural steel, asphalt testing and laboratory services for this new school project.
Therrell High School 3099 Panther Trail SW Atlanta, GA 30311 (ATLANTA PUBLIC SCHOOLS)	Barton Malow Company 10745 Westside Way, Suite 200 Alpharetta, GA 30009 678-448-1100 Mr. Chris Torchia, Project Manager	- Phase I Site Assessment - Phase II Site Assessment - Hazard Risk Analysis - Environmental Consulting - CMT & Special Inspections - NPDES Inspections	Matrix performed the hazard site risk analysis and both Phase I and II Environmental Site Assessment on school site in 2015. The project was relatively complex in that it included two main buildings making up the 250,000+ square feet and was delivered using the Design/Build approach. Matrix's skilled staff was able to collaborate with the Architectural/Engineering teams seamlessly during the design and the construction phases.
Coretta Scott King Leadership Academy 1244 Northwest Drive NW Atlanta, GA 30318 (ATLANTA PUBLIC SCHOOLS)	C. D. Moody Construction Company, Inc. 6017 Redan Road Lithonia, Georgia 30058 (404) 794-3576 Mr. Rob Davis Project Manager	- Wetlands Delineation - NPDES Inspections - CMT & Special Inspections - Hazard Risk Analysis - Environmental Consulting	Matrix performed the Geotechnical, Wetlands Delineation, NPDES Inspections and Construction Materials Testing & Special Inspection Services. The project was relatively complex in that it included two main buildings making up the 250,000+ square ft and was delivered using the Design/Build approach.
Chamblee High School Replacement 3688 Chamblee Dunwoody Road Chamblee, GA 30341 (DEKALB COUNTY SCHOOLS)	DeKalb County Schools Mr. Don Little Project Manager DeKalb County School District SPLOST IV	- Geotechnical - NPDES Inspections - CMT & Special Inspections	Matrix performed the Geotechnical, Environmental, and NPDES, Construction Materials Testing & Special Inspection Services for the approximately 320,000 square foot 3-story building and the adjacent gymnasium. The construction was on a fast track schedule where soil backfill, foundations, reinforcement, auger cast piles, concrete and steel are occurring simultaneously on daily basis.

Banneker High School 5935 Feldwood Road Atlanta, GA 30349 (FULTON COUNTY SCHOOLS)	Fulton County Schools (care of) Gardner, Spencer, Smith, Tench & Jarbeau Architects 127 Peachtree Street, Ste. 1020 Atlanta, Georgia 30303 (404) 552-8805 Mr. David Tench, AIA	- Geotechnical - NPDES Inspections - Construction Materials Testing (CMT) & Special Inspection Services - Modular Wall Quality Assurance	Matrix performed the Geotechnical, Environmental, and NPDES, Construction Materials Testing & Special Inspection Services at the 250,000 sq. ft project. Matrix provided innovative geotechnical solutions to very challenging site conditions. Matrix was the testing agency monitoring retaining walls, soil backfill, foundations, helical piers, concrete and rock drilling/blasting simultaneously while keeping pace with the contractor's fast-tracked construction schedule.
Holy Innocents School & Church 805 Mount Vernon Highway NW Atlanta, GA 30327	Collins Cooper Carusi Architects, Inc. 3391 Peachtree Road, Suite 400 Atlanta, GA 30326 404-873-0001 Mr. Mike Collins, AIA, Principal	- Phase I Site Assessment - Lead Based Paint Survey - Asbestos Containing Material (ACM) Survey - Environmental Consulting - Geotechnical - NPDES Inspections - CMT & Special Inspections	Matrix conducted a survey for the presence of Asbestos-Containing Materials for the HIES back in 2019. Matrix also performed an Environmental Phase 1 for the HIES & HIEC projects. Work included NPDES, soil, concrete, retaining walls, concrete structure with structural steel elements.
Morrow High School Replacement 4930 Steele Road Ellenwood, GA 30311 (CLAYTON COUNTY SCHOOLS) Ms. Christy Crawford	Clayton County Schools (care of) Perkins+Will Architects 1315 Peachtree Road Atlanta, Georgia, 30309 (404) 873-2300 Mr. Steven Brown, Architect	- Soil Compaction Testing - Foundations & Bearing Verification - Concrete sampling - Reinforced Masonry - Structural Steel - Asphalt Evaluation - NPDES Inspections	In 2021-2023, Matrix performed the Construction Materials Testing & Special Inspection Services at the 250,000 sq. foot project. This project was delivered in 3 phases; namely an Erosion Control Phase, Grading & Utilities Phase and a Superstructure Phase. Matrix was selected by the owner for the 3 rd and largest phase where it served as the prime Special Inspector and consultant. Work included Stadium expansion and renovations.
West Jackson Primary School 4825 Highway 53 Braselton, GA 30517 (JACKSON COUNTY SCHOOLS)	Jackson County Schools 1660 Winder Highway Jefferson, GA 30546 706-367-5151 Mr. Dennis Patrick Director of Administrative Services	- Phase I Site Assessment - Hazard Risk Analysis - Environmental Consulting	Matrix performed the hazard site risk analysis in 2018 for the proposed 15.2 acre site in Braselton, GA as well as a Phase I Environmental Site Assessment on subject property.
Mountain View Elementary School 3448 Sandy Plains Rd Marietta, GA 30066 (COBB COUNTY SCHOOLS)	Cobb County School District 440 Glover Street, Marietta, GA 30060 (770) 429-5886 Ms. Annette Miles, PMP, LEED BD+C	- Phase I Site Assessment - Hazard Risk Analysis	Last year, Matrix performed the hazard site risk analysis for the proposed 16 acre site in Marietta, GA as well as a Phase I Environmental Site Assessment on subject property.
DeKalb County Juvenile Justice Center, Parking Deck, and Recreation Centers 4309 Memorial Drive Decatur, GA 30032	DeKalb County Facilities Management 3681 Chestnut Street, Scottsdale, GA 30079 (404) 687-3531 Mr. Bob Sims Deputy Director of Architectural & Engineering Services	- NPDES Inspections - CMT & Special Inspections - Hazard Risk Analysis - Environmental Consulting	Matrix is currently performing the Materials Testing & Special Inspections at the DeKalb County Juvenile Justice Center (4-story concrete structure) and 5-story parking deck as well as the new recreational parks. Work included NPDES, soil, concrete, retaining walls, pile load testing & pile caps, concrete structure with structural steel elements.

PROPOSED PROJECT STAFF

QUALIFICATIONS FOR PRINCIPAL PROJECT STAFF

Amin Tomeh, PE, PMP, D.GE, SE – Mr. Tomeh is a founding principal of Matrix Engineering Group with over 30 years of experience in the areas of geotechnical engineering, geophysics and construction materials testing and consulting. In 2015, he was certified as a Diplomate, Geotechnical Engineering by the Academy of Geo-professionals. He is a registered professional engineer in the states of Georgia and North Carolina. He also holds a Professional Project Management Certification. In early 2017, Mr. Tomeh was appointed as a member of the DeKalb County Technical Board of Appeals. He is a voting member of ASTM's D18 (Soil and Rock) Committee.

Sam Alyateem, PE – Mr. Alyateem is a registered civil engineer and a founding member of Matrix Engineering Group. He has over 40 years of experience in the Geotechnical and Construction Materials fields. Mr. Alyateem worked on several large projects in the Southeast. Serviced as a geotechnical and Construction Materials engineer on numerous large projects in the Atlanta Area from 1991 to 2018 including supervising engineering staff for geotechnical exploration, engineering analysis, review of design submittals, and field inspections of foundations for aerial structures, parking decks, tunnels, cut-and-cover sections, shallow, mat, and deep foundation system, construction and permanent slopes, settlement analysis, field instrumentations, failure investigations, and engineering report preparation.

Eric Taylor, Master ICC Special Inspector– Mr. Taylor has 24 years of experience in the fields of construction materials testing, geotechnical explorations, and environmental studies. In addition to being NICET, AWS & ACI certified, he is a **Master ICC Special Inspector** (holding at least 4 ICC certifications), as well as being an accredited Inspector/Assessor and Management Planner for Asbestos in Buildings.

Field Technicians – Matrix's core strength comes from our field personnel who are highly trained and experienced in their respective fields. Adherence to technical standards while ensuring the implementation of project specifications features prominently in Matrix's services.

Matrix Laboratory – Matrix Laboratory is AASHTO (R18), ASTM E329 (aggregate, concrete, soil & SFRM), ASTM D3740 (soil), ASTM C1077 (aggregate & concrete) certified and is pre-qualified by the Georgia Department of Transportation as well as other County Engineering Departments for Geotechnical Engineering & Construction Materials Testing Services. Our in-house materials testing laboratory facility has been certified as meeting ASTM C1077 by the Concrete Advisory Board of Georgia.

MATRIX ENGINEERING GROUP, INC
4358 Chamblee Tucker Road, Suite 3, Tucker, Georgia 30084
www.MatrixEngineeringGroup.com

The following team members will perform the testing on this contract:

Amin Tomeh, PE, PMP, D.GE, SE - Certifications:

Senior Project Engineer for engineering evaluations and recommendations, meetings, and consulting

- Registered Professional Engineer in Georgia & North Carolina
- Diplomate, Geotechnical Engineering
- Project Management Professional

Sam Alvateem, PE - Certifications:

Senior Project Engineer responsible for environmental and geotechnical engineering services

- Registered Professional Engineer in Georgia & North Carolina

Eric Taylor, Master ICC Special Inspector - Certifications:

Manage daily activities, scheduling, coordination with owner and contractor and also will provide Steel Reinforcement, Structural Steel Inspections, Masonry Inspections and NPDES Inspections.

- ICC Certified as a Master Special Inspector
- ICC Certified as a Reinforced Concrete and Masonry Special Inspector
- ICC Certified as a Structural Steel Bolting and Welding Inspector
- NICET Certified – Level II (Asphalt) & Level IV (Soil, Concrete)
- AWS Associates Certified
- Asbestos Management Planner
- ACI Concrete – Level 1

Teddy Newego, PE - Certifications:

- Registered Professional Engineer in Georgia
- ACI Concrete – Level 1
- GSWCC Level 1B NPDES Inspector
- GC&PA Masonry Special Inspector

Ahmad Shahem, Senior Engineer - Certifications:

- ACI Concrete – Level 1
- Degreed Civil Engineer
- ICC Certified as a Structural Steel Bolting and Welding Inspector

Omar Abukhalaf, Senior Engineering Technician - Certifications:

- ACI Concrete – Level 1
- GSWCC Level 1B NPDES Inspector
- GC&PA Masonry Special Inspector
- Degreed Civil Engineer

Jean Claude Toriz, Senior Engineering Technician - Certifications:

- ACI Concrete – Level 1
- GSWCC Level 1B NPDES Inspector
- GC&PA Masonry Special Inspector
- Degreed Civil Engineer

Taylor Rapp, Senior Engineering Technician - Certifications:

- ACI Concrete – Level 1
- GSWCC Level 1B NPDES Inspector
- GC&PA Masonry Special Inspector
- Bachelor's Degree in Geology

Robin Thomas, Engineering Technician - Certifications:

- ACI Concrete – Level 1

Dennis Green, Engineering Technician - Certifications:

- ACI Concrete – Level 1

Tyrone Smith, Engineering Technician - Certifications:

- ACI Concrete – Level 1

Deonne Seals, Laboratory Manager - Certifications:

- ACI Concrete – Level 1
- ACI Concrete Testing Technician
- ACI Aggregate Testing Technician

Matrix believes that its success stems from its ability to focus on client needs, ability to anticipate potential costly challenges, and a proven record of saving clients substantial amounts of funds as a result of its technical input and foresight. Our project approach is based on the requirements of this

MATRIX ENGINEERING GROUP, INC
4358 Chamblee Tucker Road, Suite 3, Tucker, Georgia 30084
www.MatrixEngineeringGroup.com

project and our current and recent extensive experience with similar projects. Indeed, we have gained significant experience from similar projects that the four key aspects of our services cannot be compromised. These aspects are:

- Experience with similar projects
- Technical competence
- Quality of Service
- Responsiveness

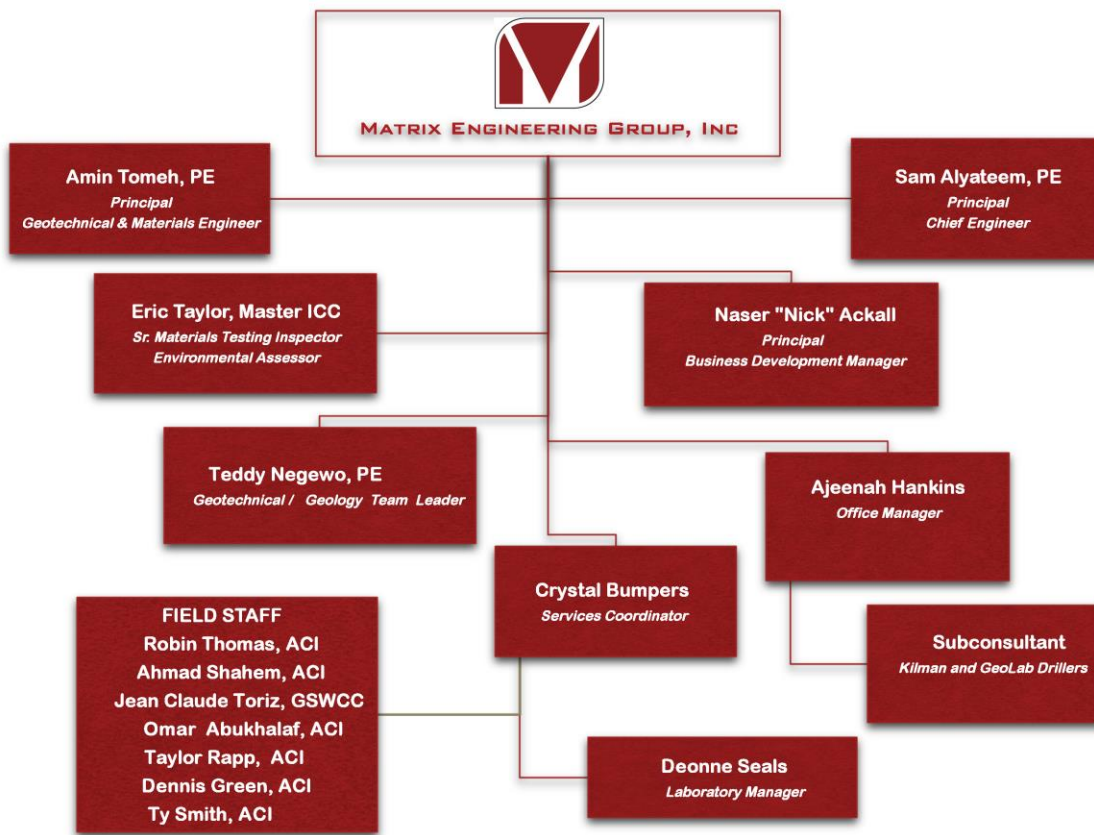
We leverage **Matrix | Sequence**, a proprietary, cloud-based reporting and document management system to connect the construction team to the Special Inspections details of the project. This robust tool enables Matrix field personnel to upload their inspections/findings in the field in addition to having direct access to project relevant data in real time. *Sequence* uniquely synchronizes the entire construction team on our findings including a **dynamic open items (Discrepancy Tracking)** record that gives a barometer of the status of the various inspections at any time. Matrix keeps the construction team updated with succinct **monthly Special Inspections Reports** that enable team members who may not be involved on a daily basis to get a snapshot of the progress and to detect lingering items that require attention and/or remediation. See below:

SPECIAL INSPECTION INTERIM REPORT			
PROJECT NAME 157 Heaven Pk Atlanta Georgia	Project		
	Report ID	Report #	Date
INSPECTION	14828	334	6/1/20
DESCRIBE IN	14904	335	6/4/20
See attached *	14905	336	6/4/20
LIST TESTS IN	14922	337	6/5/20
Regrade Test (ASTM D293)	14949	338	6/8/20
Place Casting (ASTM C106)	14978	339	6/10/20
SFRM (ASTM)	15051	340	6/12/20
Paint Thickness	15121	341	6/17/20
TOTAL INSPECTION PER MONTH	15196	342	6/22/20
LIST ITEMS IN UNCORRECTED	15205	343	6/23/20
See attached *	15258	344	6/24/20
COMMENTS	15257	345	6/24/20
See attached *	15289	346	6/26/20
TO THE BY	15294	347	6/26/2015
SIGNED			
CERTIFICATION			

Matrix Engineering Group Inc. On-Demand - Open Items Log	
Customer: DeKalb County School System (CMT)	
ReportID	Report Date
12383	11/21/2014
12383-A1	12383-A1
The contractor installed 2 #5 instead of 2#6 for the first, the contractor was notified.	
Lap splices of the bars were not per detail, the contractor was notified.	
Horizontal reinforcement was not properly aligned inside the wall and was connected in several locations. This reinforcement should not be used.	
Location	Date Corrected
Column line: 8/J7-14	6/23/2015
Foundation wall near	6/23/2015

Matrix Engineering Group Inc. On-Demand - Corrected Items Log	
Customer: DeKalb County School System (CMT)	
ReportID	Report Date
12382	11/21/2014
12382-GG1	12382-GG1
The embed plates and dowels will be installed during the concrete placement (wet Sticking)	
9/10M Thickness failure	
Thickness Failure	
Rust and other debris should be removed before members are sprayed	
Location	Date Corrected
Retaining wall at column line D2B-44	6/10/2015
A60-5 Second Floor - Floor Beam	6/23/2015
Second Floor-Floor Beam A41-140	6/23/2015
Roof Decking at 3rd Floor	6/23/2015
Open Item Documented field conditions	
Jean Claude Toriz	
Jean Claude Toriz	
Jean Claude Toriz	

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www.MatrixEngineeringGroup.com



WORKLOAD

Project Name & Estimated Completion	Client	Budget \$ Remaining	Main Inspector On-site & PM	Responsibilities of Inspector
Various Georgia Tech projects (infrastructure improvements) (8/24)	Georgia Institute of Technology	35,000	Robin Thomas Amin Tomeh, PE	Matrix is currently providing Special Inspections & NPDES Services on various projects for GT
Hayloft Big Creek (10/24)	OneStreet Residential	\$40,000	JC Toriz Amin Tomeh, PE	Matrix is currently providing Special Inspections & NPDES related Services
Boulevard North Apartmetns (12/24)	Wingate Capital	\$35,000	Ahmad Shahem Amin Tomeh, PE	Matrix is providing Special Inspections Services
Morgan County Community Center (2/25)	Morgan County	\$25,000	Teddy Negewo, PE Amin Tomeh, PE	Matrix is providing Special Inspections Services
Adairsville HS Addition (3/25)	Bartow County School System	\$50,000+	Omar Abukhalaf Amin Tomeh PE	Matrix is currently providing Special Inspections & NPDES related Services
Discovery Park & Singleton Park Improvements (6/25)	Gwinnett County Government	\$110,000+	Dennis Green Eric Taylor	Matrix is currently providing Special Inspections & NPDES related Services
Victoria Oaks Residential (7/25)	PowerBuild Construction	\$35,000	Omar Abukhalaf Sam Alyateem, PE	Matrix is currently providing Special Inspections & NPDES related Services
Putnam County ES (12/25)	Putnam County School System	\$75,000	Taylor Rapp Sam Alyateem, PE	Matrix is currently providing Special Inspections & NPDES related Services
Hayloft Holly Springs (3/26)	OneStreet Residential	\$95,000	JC Toriz Eric Taylor	Matrix is currently providing Special Inspections & NPDES Services
Kensington Pointe (6/26)	DeKalb Housing Authority	\$175,000+	Teddy Negewo, PE Amin Tomeh, PE	Matrix is slated to start Special Inspections & NPDES related services in June of 2024

MATRIX ENGINEERING GROUP, INC.
 TUCKER, GEORGIA

REFERENCES

REFERENCES

<u>Project Name</u>	<u>Client Contact</u>	<u>Type/Date</u>	<u>Budget</u> <u>(approx.)</u>
John Lewis ES Replacement & Austin ES Replacement (DeKalb County Schools)	<u>DeKalb County Schools</u> (678) 676-1420 Ryan Fernandez, Project Manager C08041501@dekalbschoolsqa.org	New Construction	\$30 million & \$20 million
Fernbank ES Replacement & Peachcrest ES Replacement (DeKalb County Schools)	<u>DeKalb County Schools</u> (404) 242-4582 Brian Albanese, Project Manager Brian_Albanese@dekalbschoolsqa.org	New Construction	\$25 million & \$22 million
Sprayberry High School Additions (Cobb County Schools)	<u>Cobb County Schools</u> (678) 581-5780 Henry Gomez, Program Manager Henry.Gomez@cobbk12.org	Additions	\$15 million
Seven Hills Middle School (Paulding County Schools)	<u>Paulding County Schools</u> (770) 443-8003 Jacob Wix Director of Capital Improvements jwix@paulding.k12.ga.us	New Construction	\$50 million
East Forsyth High School Replacement & Central Forsyth High School Additions (Forsyth County Schools)	<u>Forsyth County Schools</u> (770) 887-2461 Tom Wening Director of Construction jwix@paulding.k12.ga.us	New Construction	\$80 million & \$10 million

MATRIX ENGINEERING GROUP, INC.
TUCKER, GEORGIA

Environmental, Special Inspections, Material Testing, & Geotechnical Services

Offer: _____

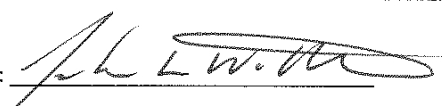
Project Name: Various DCSD Projects Project Completion Date: ongoing

Offerors scope included: ☐ Design
☒ Construction

Please rate the Offer's performance from 1-5 on the following issues by circling the appropriate number where 1 indicates that you least agree with the statement and 5 indicates that you most agree with the statement.

	Disagree				Agree	
Completed work on time:	1	2	3	4	⑤	NA
Completed work within budget:	1	2	3	4	⑤	NA
Provided timely and accurate information:	1	2	3	4	⑤	NA
Worked well with Owner's staff or Representative:	1	2	3	4	⑤	NA
Exercised project safety:	1	2	3	4	⑤	NA
Provided quality service, workmanship, and reports:	1	2	3	4	⑤	NA
Would use firm again:	1	2	3	4	⑤	NA

Completed by: Name: Joshua L. Williams
Entity: DCSD
Address: 1780 Montreal Rd.
Tucker, GA 30084
Telephone: 678-676-1580
Fax: 678-676-1449

Signature:  Date: 5/7/14

Thank you for your assistance.

22 October 2016



MICHAEL L. COLLINS, AIA
SAMUEL R. COOPER, AIA
TRACY S. CARUSI, AIA
JEFFREY P. JULIANO, AIA
ERIC D. RICHARDSON, AIA

Mr. Amin Tomeh
Matrix Engineering Group, Inc.
6298 Oakwood Circle
Norcross, GA 30093

RE: Assessment of Testing Services performed for the Mount Vernon Presbyterian School new middle school building on the Glenn Campus

Dear Amin:

With this letter, I am very pleased to provide my assessment of the erosion and materials testing services performed by your firm for the new middle school building we recently completed for the Mount Vernon Presbyterian School.

The school engaged Matrix Engineering Group in the late spring of 2015, whereupon your firm became a vital team member on a project with an ambitious and fast paced schedule. It was a project that demanded extra effort from each discipline involved to ensure a successful outcome. From clearing the site to occupation of a brand new school building took 15 months, and during that period Matrix performed diligently and, on more than one occasion, beyond the letter of your obligations.

Your ability to work with the contractor's accelerated schedule, while ensuring the project was built to the correct standards and criteria, was essential to the project's success. During the inevitable unexpected challenges encountered with both site work and building construction, you proved reliable, responsive, and reasoned. I appreciated your clear and concise analysis of a given problem and the practical solutions you proposed. I felt I could always rely on Matrix's watchful eye to bring potential problems to our attention for quick resolution.

Your personal participation in the educational events given for the students during construction were much appreciated by everyone involved. It remains to be seen how many future engineers you may have inspired, but the interest in the concepts you explained so articulately was evident among the students. It was, to me, a memorable example of not only the depth of knowledge, experience and skill that you brought to the project, but your genuine interest in the development of the school.

I enjoyed working with you and your staff very much, Amin, and look forward to the next project on which I have the pleasure of working with you.

Sincerely,

COLLINS COOPER CARUSI ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read "Clayton Daspit".

Clayton Daspit, AIA

CC: Mike Collins, CCCA
Bruce Morine, MVPS

COLLINS COOPER CARUSI ARCHITECTS, INC.
1708 Peachtree Street NW ■ Suite 309 ■ Atlanta, Georgia 30309
tel 404-873-0001 ■ Brookwood Exchange Building ■ fax 404-873-0051



September 3, 2022

To Whom it May Concern,

It is a pleasure to write a letter of recommendation for Matrix Engineering Group. Matrix has been a pleasure to work with on our Scott Crossing Project located in Decatur Ga. The Matrix team has been extremely responsive to the ever -changing site conditions that have resulted on numerous occasions in which our firm Northwood Ravin Construction as the General Contractor has needed the services of Matrix on a moment's notice. What distinguishes Matrix, in addition to their quick response time is the same-day reports that they produce which keeps our Construction team abreast of their findings in a timely manner. Matrix reports entail within them a running list of open items which provides a useful tool to track outstanding issues and enhances our ability ton address them in a timely manner.

Matrix performs due diligence services prior to performing inspections which result in through technical reports. Their attention to detail, quality assurance and cost responsibility contributes to the success of the project.

In short, I recommend Matrix Engineering as well respected, qualified and very responsive Engineering firm.

Sincerely,

Bill Anderson

Northwood Ravin

704.309.3131

bill.anderson@nwravin.com

Gardner
Spencer
Smith
&
Tench
Jarbeau

A Professional Corporation
for the Practice of Architecture

February 3, 2009

Mr. Amin Tomeh
Matrix Engineering Group, Inc.
6298 Oakwood Circle
Norcross, GA 30093

RE: Erosion and Materials Testing Assessment at Westlake High School and
South Fulton High School

Dear Amin:

It is with great pleasure that we offer our recommendation for Matrix Engineering Group, Inc. to perform independent erosion and materials testing services for future projects.

Having recently completed Westlake High School and nearing completion on South Fulton High School, I wanted to let you know how much I appreciate your team's dedication to completing these challenging projects. What an incredible feat to complete 326,000 square feet of quality educational space and 76 acres in 16 months time frame. Amin, you and your team have been valuable members in the overall project team – working professionally and consistently throughout with all of the other disciplines while seamlessly completing the tasks at hand. Thank you for always going the extra mile without us ever asking you or your team.

Whenever the need arises in the future for independent testing, Matrix will be our firm's first choice and recommendation to the Owner. Our working relationship has been a true testament to the partnership that can develop while working with someone who you can trust. I am confident in the services Matrix provides. I can look back over projects in the past where we did not utilize your services and recognize not only the areas where other erosion and materials testing agencies fell short of our expectations but also how your level of expertise and reliability contributed to our projects' success.

I enjoyed working with you, Amin, and your staff, and eagerly await the next project on which we can work together again.

127 Peachtree St., NE
Suite 1020
Atlanta, Georgia 30303
404 522 8805
404 521 2118 (f)
www.gsstj.com

Sincerely,



Keith A. Solomon, Associate AIA



**NorSouth Construction
Corporation**

329 Commercial Drive
Suite 110
Savannah, Georgia 31406

912 354 6096 office
912 352 3451 fax

www.NorSouth.com

April 7, 2009

Re: Matrix Engineering Group, Inc.
4358 Chamblee Tucker Road, Suite 3
Tucker, GA 30084

To Whom It May Concern:

Norsouth Construction has done business w/ Matrix Engineering since 1997. They have performed pre-design site inspections and borings, soils and concrete monitoring and testing during construction, and evaluations on a variety of engineering related situations over the years.

Amin Tomeh and Sam Alyateem have been valued members of our design and construction team. They have always been available to consult w/ us on projects as needed, and we can count on them for specific recommendations to use in moving forward.

I would highly recommend Matrix Engineering, and will be glad to discuss them further. Please call me at 912-644-6961 if I can help.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Flammer", written over the word "Sincerely,".

Bill Flammer
Vice President Construction



Stevens & Wilkinson
ARCHITECTURE ENGINEERING INTERIORS

November 18, 2003

To : WHOM IT MAY CONCERN
Subject : LETTER of RECOMMENDATION
for
Matrix Engineering Group, Inc.

Gentlemen :

On behalf of the Firm it is with pleasure that we offer our recommendation for Matrix Engineering Group, Inc. to perform Independent Testing Services on your projects.

We have found that "Matrix" provides these services in a truly professional manner with appropriate personnel who are both knowledgeable and skilled in their respective tasks. We have found their documentation of services performed to be exemplary, far exceeding that which we have witnessed by other such testing organizations. We believe that you will find that "Matrix" will raise the bar to set a higher level of standards for these services which the Client should rightfully expect. We have found "Matrix" to be a definite Team Player, offering guidance and information to all parties, without compromising their role as an Independent Testing Agency.

In summary, we can offer no better recommendation than to desire their involvement on all of our projects, as it is clear that the "Matrix" goal is to provide service equalled by no others.

We trust that the above is sufficient, and please do not hesitate to contact our office if you require further information.

Sincerely,

Jeffrey S. Allen, AIA
Construction Contract Administrator

F:\admin\conadmin\02074.00\matrix-rec.doc
Stevens & Wilkinson of Georgia, Inc.
100 Peachtree Street, NW, Atlanta, GA 30303-6801 • 404.522.8888 • Fax 404.521.6204

INSURANCE & LITIGATION

INSURANCE, LITIGATION & CLAIMS

Matrix is insured by the Travelers Indemnity Company, Charter Oak Fire Insurance Company as well as the Continental Casualty Company. Matrix has Business Professional Liability Insurance of \$2,000,000; Matrix also carries General Liability Insurance of up to \$2,000,000 with a \$10,000 deductible.

Neither Matrix Engineering Group nor its principals have been involved in any litigation in the past 5 years. Matrix does not have any potential for any conflicts of interest nor perceives any to exist.

Matrix's officers have not been indicted, convicted or entered a guilty plea in any court within the past two years.

Matrix, since its inception, has never been removed from a project nor ever failed to complete the scope of services or tasks that it was contracted to do.

MATRIX ENGINEERING GROUP, INC.
4358 Chamblee Tucker Road, Suite 3, Tucker, Georgia 30084
www.MatrixEngineeringGroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2024

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).

PRODUCER RSC Insurance Brokerage, Inc. 1745 N. Brown Road Suite 250 Lawrenceville GA 30043		CONTACT NAME: Ashton Weig PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ashton@risk-strategies.com																					
INSURED Matrix Engineering Group, Inc. 4358 Chamblee Tucker Rd Ste 3 Tucker GA 30084		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B:</td><td>Travelers Casualty Ins. Co of America</td><td>19046</td></tr><tr><td>INSURER C:</td><td>Continental Casualty Company</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty Company of America	25674	INSURER B:	Travelers Casualty Ins. Co of America	19046	INSURER C:	Continental Casualty Company		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES		CERTIFICATE NUMBER: CL2422827870		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) / POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		Y	6809H007645	03/18/2024 / 03/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/borrowed \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6809H007645	03/18/2024 / 03/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP5B050972	03/18/2024 / 03/18/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB0K771288	03/18/2024 / 03/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			MCH591871728	03/18/2024 / 03/18/2025	Each Claim 2,000,000 Annual Aggregate 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The DeKalb County School District and The DeKalb County Board of Education are included as additional insured as respect the General Liability.						

CERTIFICATE HOLDER	CANCELLATION
DeKalb County School District Sam A. Moss Center 1780 Montreal Road Tucker GA 30084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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ADDITIONAL COVERAGES						
Ref #	Description DEENC			Coverage Code DEENC	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Non-owned			Coverage Code NOWND	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description AEEXT			Coverage Code AEEXT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description PRJLO			Coverage Code PRJLO	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Hired/borrowed			Coverage Code HRDBD	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Crisis Management Service			Coverage Code	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Personal & Advertising Injury			Coverage Code PIADV	Form No.	Edition Date
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description General Aggregate			Coverage Code GENAG	Form No.	Edition Date
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Umbrella(C)			Coverage Code CUMBR	Form No.	Edition Date
Limit 1 5,000,000	Limit 2 5,000,000	Limit 3	Deductible Amount 10,000	Deductible Type	Premium	
Ref #	Description Products/Completed Ops Aggregate			Coverage Code PRDCO	Form No.	Edition Date
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Increased employer's liability			Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$120.00	
OFADTLCV						
Copyright 2001, AMS Services, Inc.						

ADDITIONAL COVERAGES							
Ref #	Description Schedule rate adjustment				Coverage Code SRA	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$214.00		
Ref #	Description BWTM				Coverage Code BWTM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$172.00		
Ref #	Description Catastrophe				Coverage Code CATAS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$195.00		
Ref #	Description WVWMIN				Coverage Code WVWMIN	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$78.00		
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$160.00		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
OFADTLCV					Copyright 2001, AMS Services, Inc.		

REQUIRED DOCUMENTS

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

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

Owner's Project Specific Information

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

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

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

Indicate Addenda(s) Nos. 1 and 2 received (none unless indicated here). The Geotechnical, Environmental and Construction Material Testing/Engineer is responsible for reading and understanding all sections of this RFQu, and affirms that the Geotechnical, Environmental and Construction Material Testing /Engineer shall be bound by all of the terms and conditions contained in this RFQu.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Geotechnical, Environmental and Construction Material Testing/Engineer and its officers and employees have not entered into any agreement with any other Geotechnical, Environmental and Construction Material Testing/Engineer or prospective Geotechnical, Environmental and Construction Material Testing/Engineer or with any other person, firm or corporation relating to any prices or other terms named in this RFQu or any other RFQu, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFQu.

Name of Geotechnical, Environmental and Construction Material Testing/Engineer:

Matrix Engineering Group, Inc

Signature: Sam Alyateem Printed Name: Sam Alyateem

Title: Principal/Vice President Date: 5/30/24

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

Notary Public: [Signature] My commission expires: 10/06/2024



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 DeKalb

I, Sam Alyateem, certify that I am the Secretary of the
corporation named as offeror in the foregoing proposal; that Amin Tomeh
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]

Sam Alyateem
[typed name]

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



My Commission Expires:
10/06/2024

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

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

STATE OF Georgia

COUNTY OF DeKalb

COMES NOW, Matrix Engineering Group, Inc. ("Offeror"),
[Name of Offeror]

appearing by and through Sam Alyateem, 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)]

Mr. Amin Tomeh, PE, PMP, D.GE

(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

Matrix Engineering Group, Inc.

[insert name of Offeror]

and

Sam Alyateem

[insert name of Individual And Representative Affiant]

By: *Sam Alyateem*, both individually and on behalf of Offeror as its

[signature]

Principal/Vice President

[insert title]

Individual Affiants' signatures and names:

x *Amin Tameh*
Name: *Amin Tameh*

x _____
Name: _____

x _____
Name: _____

x _____
Name: _____

x _____
Name: _____

x _____
Name: _____

x _____
Name: _____

x _____
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: 10.06.2024



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Sam Alyateem am the (*Title*)
Principal/Vice President and I am the duly authorized
representative of the firm of (*Firm Name*) Matrix Engineering Group, Inc.
(the "Firm") for purposes of this
Affidavit, whose address is (*Firm Address*) 4358 Chamblee Tucker Road
Suite 3, Tucker, GA, 30084, and I possess the legal authority to make this Affidavit on
behalf of myself and the Firm, as follows:

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

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature:

Sam Alyateem

Printed Name:

Sam Alyateem

Firm Name:

Matrix Engineering Group, Inc.

Date:

5/30/2024

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

Personally known:

Sam Alyateem

OR Produced Identification:

057258764

Type of Identification:

Drivers License

Notary Public – State of

Georgia

My Commission Expires

October 6, 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 30th day of May, 2024.

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

By: Sam Al Yateen

Printed name: Sam Alyateem

Printed Title: Principal/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) SA. (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) SA. (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) SA. (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) S.A. (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.

Sam A. Yateen
Signature

5/30/2024

Date

46339

EEV/Basic Pilot Program
User Identification Number

6/29/2007

Date of Authorization

Firm Name: Matrix Engineering Group, Inc.

Street/Mailing Address: 4358 Chamblee Tucker Rd. Ste. 3

City, State, Zip Code: Tucker, GA 30084

Telephone Number: 770-448-3124

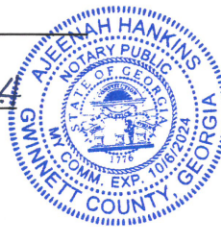
Email Address: Sam@MatrixEngineeringGroup.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30th DAY OF May, 2024

[Signature]
Notary Public

My Commission Expires: October 16, 2024



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

CONTROL NUMBER: 0005728
EFFECTIVE DATE: 01/31/2000
COUNTY : DEKALB
REFERENCE : 0044
PRINT DATE : 02/03/2000
FORM NUMBER : 311

OSAMA S. ALYATEEM
3300 BUCKEYE RD.
SUITE 525
ATLANTA, GA 30341

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

MATRIX ENGINEERING GROUP, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State



CITY OF TUCKER

2024

OCCUPATIONAL TAX CERTIFICATE
1975 LAKESIDE PKWY., STE. 350
TUCKER, GA 30084

LICENSE STATUS **Issued**

DATE ISSUED: 05/16/2024

DATE EXPIRES 12/31/2024

LICENSE NUMBER: 2024-1441

OCC

LEGAL BUSINESS NAME: SAM ALYATEEM

DBA NAME: **MATRIXENGINEERING GROUP INC**

LICENSEE: SAM ALYATEEM

BUSINESS LOCATION: 4358 CHAMBLEE TUCKER RD STE 3

NAICS DESCRIPTION: Engineering Services

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

SAM ALYATEEM

SAM ALYATEEM

4358 CHAMBLEE TUCKER RD STE 3

Tucker, GA 30084



CITY OF TUCKER

2024

OCCUPATIONAL TAX CERTIFICATE
1975 LAKESIDE PKWY., STE. 350
TUCKER, GA 30084

LICENSE STATUS Issued

DATE ISSUED: 05/16/2024

DATE EXPIRES 12/31/2024

LICENSE NUMBER: 2024-1441

OCC

LEGAL BUSINESS NAME: SAM ALYATEEM

DBA NAME: MATRIXENGINEERING GROUP INC

LICENSEE: SAM ALYATEEM

BUSINESS LOCATION: 4358 CHAMBLEE TUCKER RD STE 3

NAICS DESCRIPTION: Engineering Services

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

SAM ALYATEEM

SAM ALYATEEM

4358 CHAMBLEE TUCKER RD STE 3

Tucker, GA 30084



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Matrix Engineering Group, Inc.	Owner:
Address: 4358 Chamblee Tucker Rd Ste 3 Tucker GA 30084	

Primary Source License Information

Lic #: PEF003449	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 2/25/2000	Expires: 6/30/2024	Last Renewal Date: 4/28/2022

Associated Licenses

Relationship: Employment			
Licensee: Al Yateem, Osama Samir	License Type: Professional Engineer		
License #: PE019197	License Status: Active		
Established:	Association Date:	Expiry:	
Type: Prerequisite User			
Relationship: Employment			
Licensee: Tomeh, Amin Adnan	License Type: Professional Engineer		
License #: PE024443	License Status: Active		
Established:	Association Date:	Expiry:	
Type: Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 28, 2024 16:1:53

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Amin Adnan Tomeh

Address:

Tucker GA 30084

Primary Source License Information

Lic #:	PE024443	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Comity	Status:	Active
Issued:	5/14/1998	Expires:	12/31/2024	Last Renewal Date:	12/12/2023

Associated Licenses

Relationship: Employment

Licensee: Matrix Engineering Group, Inc.

License Type: Engineer Firm

License #: PEF003449

License Status: Active

Established:

Association Date:

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 28, 2024 15:59:56

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Osama Samir Al Yateem

Address:

Atlanta GA 30345

Primary Source License Information

Lic #:	PE019197	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Comity	Status:	Active
Issued:	3/19/1991	Expires:	12/31/2024	Last Renewal Date:	12/26/2023

Associated Licenses

Relationship:	Employment	License Type:	Engineer Firm	Expiry:	
Licensee:	Beta Engineering Consultants	License Status:	Lapsed		
License #:	PEF001200	Association Date:			
Established:					
Type:	Prerequisite				
Relationship:	Employment	License Type:	Engineer Firm	Expiry:	
Licensee:	Matrix Engineering Group, Inc.	License Status:	Active		
License #:	PEF003449	Association Date:			
Established:					
Type:	Prerequisite				
Relationship:	Employment	License Type:	Engineer Firm	Expiry:	
Licensee:	R & D Testing & Drilling Inc	License Status:	Lapsed		
License #:	PEF001031	Association Date:			
Established:					
Type:	Prerequisite				

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 28, 2024 16:0:43



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Tewodros Adugna Negewo

Address:

Tucker GA 30084

Primary Source License Information

Lic #: PE050282	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 4/10/2023	Expires: 12/31/2024	Last Renewal Date: 11/15/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 28, 2024 16:1:12

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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 Matrix Engineering Group, Inc. (*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

N/A

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

5/24/2024

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

24th DAY OF May, 2024

Melissa Oesch

Notary Public

My Commission Expires: March 21, 2026

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER

Economic and Community Development **2024** Business License

30 N. Broad Street
Winder, GA 30680

BUSINESS LOCATION
800 BILL RUTLEDGE RD
WINDER GA 30680

BUSINESS NAME & MAILING ADDRESS
GEO LAB INC
GEO LAB INC
P O BOX 1169
DACULA, GA 30019

License Number 303
Issue Date 01/01/2023
Expiration Date 12/31/2024
Category ENVIRONMENTAL CONSULTING SERV
Type ENVIRONMENTAL CONSULTING SERV
NAICS 541620
Business Account Number 306
Business Phone Number 770-868-5407
Parcel Number XX052B 062

Only valid at this location and when conforms to Barrow County Ordinances. This is to certify that the person or firm named herein has paid into my hands minimum payment of occupational tax as set out herein and benefit of the county aforesaid, and is licensed to engage in the business listed on this certificate.

EXEMPT YES / NO
E-VERIFY#

Total Received \$495.00

POST IN A CONSPICUOUS PLACE THIS LICENSE IS NOT TRANSFERABLE

FORM LLICV

tylerbusinessforms.com

877.749.2090

 BARROW COUNTY
Georgia

Economic and Community Development **2024** Business License

30 N. Broad Street
Winder, GA 30680

BUSINESS LOCATION
800 BILL RUTLEDGE RD
WINDER GA 30680

BUSINESS NAME & MAILING ADDRESS
GEO LAB INC
GEO LAB INC
P O BOX 1169
DACULA, GA 30019

License Number 303
Issue Date 01/01/2023
Expiration Date 12/31/2024
Category ENVIRONMENTAL CONSULTING SERV
Type ENVIRONMENTAL CONSULTING SERV
NAICS 541620
Business Account Number 306
Business Phone Number 770-868-5407
Parcel Number XX052B 062

Only valid at this location and when conforms to Barrow County Ordinances. This is to certify that the person or firm named herein has paid into my hands minimum payment of occupational tax as set out herein and benefit of the county aforesaid, and is licensed to engage in the business listed on this certificate.

EXEMPT YES / NO
E-VERIFY#

Total Received \$495.00

POST IN A CONSPICUOUS PLACE License Copy THIS LICENSE IS NOT TRANSFERABLE

Professional Engineering



Quality Engineering Services:

We believe that the key to an efficient and successful completion of any project depends on the management approach adapted by the firm, communication and coordination between all parties, allocation of qualified personnel, designation of appropriate resources, and providing administrative support. We constantly strive and succeed in providing our services with the highest caliber of quality. Our thoroughness permeates all facets of our services from our clear and concise reporting system to the individual services that our staff of professionals provides every day. Adherence to technical standards while ensuring the implementation of projects specifications is prominently featured in Matrix's services. Our meticulous attention, however, does not hinder our ability in recommending to clients and construction teams practical and sound engineering solutions as warranted.

Combining Quality & Engineering Ingenuity

SOLUTIONS & SERVICES

CIVIL & TRANSPORTATION ENGINEERING

- Water, Sanitary Sewer & Drainage Facilities
- Site Design of Wastewater Treatment Plants
- Two-Lane/Multi-Lane Rural Free Access Highway Design
- Two-Lane/Multi-Lane Widening and Reconstruction
- Multi-Lane, Limited Access Expressway
- Design of Urban Expressway & Interstate Construction
- Engineering Inspections (CEI)
- Construction Management

GEOTECHNICAL ENGINEERING & ENVIRONMENTAL SERVICES

- Subsurface Exploration
- Foundation Engineering
- Site Selection
- Earthwork Specifications
- Feasibility Studies
- Geophysical Studies
- Rock Profiling & Evaluation
- Environmental Assessments
- Contamination Studies

CONSTRUCTION MATERIALS TESTING & QUALITY CONTROL SERVICES

- International Building Code (IBC) Special Inspections
- Soil Fill Control/Monitoring
- Reinforced Concrete Inspection & Testing
- Spray-on & Painted Fireproofing Inspection
- Deep and Shallow Foundations Inspection
- Field and Laboratory Concrete Testing
- Concrete Masonry Inspection & Testing
- Structural Steel Inspection

Matrix Engineering Group, Inc.

4358 Chamblee Tucker Road, Suite 3
Tucker, Georgia 30084



Phone: 770.448.3124
Fax: 770.448.5324

www.matrixengineeringgroup.com

EXHIBIT “H”

MANDATORY ADDENDUM TO THE
OWNER/GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIAL TESTING
SERVICES AGREEMENT
(DESIGN AND SUPERVISION OF A STATE-FUNDED CAPITAL OUTLAY CONSTRUCTION
PROJECT ONLY)

The Owner may use any form of agreement mutually agreed upon by the Owner and Geotechnical, Environmental and Construction Material Testing Services to contract for the Geotechnical, Environmental and Construction Material Testing Services for any project funded in whole or in part with State Capital Outlay Funds provided by the Georgia Department of Education (“GaDOE”); provided, however, that this Mandatory Addendum must and shall be incorporated into the Owner and Geotechnical, Environmental and Construction Material Testing Services selected form of agreement on any such State Capital Outlay Funded project. In the event of a conflict or inconsistency between the terms and conditions of the selected form of agreement and this Mandatory Addendum, the terms and conditions of this Mandatory Addendum shall prevail and govern over conflicting or inconsistent terms and conditions of the selected form of agreement. This Mandatory Addendum shall not be modified without prior written consent of the GaDOE. THE GaDOE SHALL NOT RELEASE ANY STATE CAPITAL OUTLAY FUNDS FOR AN APPROVED CAPITAL OUTLAY PROJECT IF THIS MANDATORY ADDENDUM IS NOT MADE A PART OF THE OWNER/ Geotechnical, Environmental and Construction Material Testing Services CONTRACT.

1. For purposes of this Mandatory Addendum, notwithstanding terminology used in the Owner/ Geotechnical, Environmental and Construction Material Testing Services Contract, the following terms are defined to mean:
 - a. “Geotechnical, Environmental and Construction Material Testing Services” shall be the Geotechnical, Environmental and Construction Material Testing Services, whether individually or as a firm or other legal entity, engaged to perform the Geotechnical, Environmental and Construction Material Testing Services.
 - b. “Geotechnical, Environmental and Construction Material Testing Services” shall be the scope of the Geotechnical, Environmental and Construction Material Testing Services for the Project set forth in the Contract, including the services and requirements set forth in this Mandatory Addendum.
 - c. “Owner” shall be the Local Board of Education that is engaging the Geotechnical, Environmental and Construction Material Testing Services to perform the Geotechnical, Environmental and Construction Material Testing Services for the Project.
 - d. “Contract” shall be the form of agreement between the Owner and the Geotechnical, Environmental and Construction Material Testing Services, to which this Mandatory Addendum is attached and is a part, and shall set forth the Geotechnical, Environmental and Construction Material Testing Services for the Project.
 - e. “Project” shall be the Project for which the Geotechnical, Environmental and Construction Material Testing Services are engaged and performed pursuant to the Contract.
 - f. “Program” shall be the Owner’s policies, purposes, concepts, goals and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project.

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

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

6. The Geotechnical, Environmental and Construction Material Testing Services assumes full responsibility to the Owner for the acts and omissions of the Geotechnical, Environmental and Construction Material Testing Services and the Geotechnical, Environmental and Construction Material Testing Services' consultants, subconsultants and employees in connection with the Contract, the Project and the Program.
7. The Geotechnical, Environmental and Construction Material Testing Services agrees to design the Project within the Owner's budgetary limits and consistent with the Owner's Program for the construction of the Project which shall be referred to as the **Stated Cost Limitation**, as follows:

The **Stated Cost Limitation** for the Project shall be \$_____, which is composed of:

State Capital Outlay Funds in the amount of \$_____, and

Required Local Funds in the amount of \$_____, and

Additional Required Local Funds in the amount of \$_____.

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.

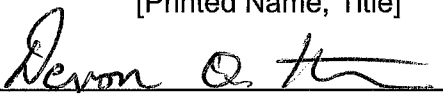
OWNER:

GEOTECHNICAL, ENVIRONMENTAL
AND CONSTRUCTION MATERIAL
TESTING SERVICES:

DEKALB COUNTY BOARD OF EDUCATION

By: 
[Signature]

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

By: 
[Signature]

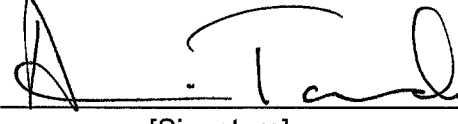
Dr. Devon Q. Horton, Superintendent
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

9-20-24
[Date of Execution]

MATRIX ENGINEERING INC.

By: 
[Signature]

AMIN TOMET, PE
[Printed Name]

PRINCIPAL
[Title]

4358 Chamblee Tucker Road, Suite 3

Tucker, Georgia 30084
[Printed Address]

9/6/2024
[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.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

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 **Matrix Engineering Group, Inc.** (*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.

(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.

46339
EEV/Basic Pilot Program User Identification Number

06-29-2007
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.

Matrix Engineering Group, Inc.
Company Name / Contractor Name

9/6/2024
Date

[Signature]
BY: Signature of Authorized Officer or Agent

Date

Principal
Title of Authorized Officer or Agent of Contractor

AMIN TOMEH
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

06 DAY OF September, 20 24

[Signature]
Notary Public
My Commission Expires: 10/6/2024

