The Main Street Academy (TMSA) will receive email quotes ("Quotes") sent to Virginia Smith, Vice-President of Operations at email address: <u>Virginia.Smith@tmsa.org</u> for services outlined below for the **Basement Renovations and Improvements** (the "Project") to be located at **2861 Lakeshore Drive**, College Park, GA 30337, as specified per the Construction Documents and/or directed by the Herbert Humphrey, P.E., MDE, Inc., Project Manager.

The site located at 2861 LAKESHORE DRIVE. The objectives will be accomplished by:

- Performing laboratory tests to determine physical characteristics of the materials.
- Performing engineering analyses to develop design guidelines and recommendations for foundation and pavement design.
- 2021 Standard Fees Construction Inspection, Material Testing, Soils Testing as specified in Exhibit C.

Please sign below and attach Exhibit A, B, and C to be considered. If you have any questions, please email : herbert.humphrey@metrocorpde.com.

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

(Name of Company)	
(Contact Name)	
(Phone Number)	(Fax Number)
(Email Address)	
(Signature)	
(Print Name)	

## Scope of Work: See Exhibit B

### Proposed Fees: Complete Exhibit C.

#### **Project Contacts:**

The consultant shall be required to coordinate all work with the Architect/Engineer:

Herbert	Project Manager TEL NO.: 404.695.7902 Herbert.humphrey@metrocorpde.com
Humphrey,	TEL NO.: 404.695.7902
P.E.	Herbert.humphrey@metrocorpde.com

www.metrocorpde.com

The contractor performing work:

Doug Mallory	Contractor TEL NO.: 770.778.7720
	dmallory@triad-atlanta.com
	DOUG MALLORY
	Triad Construction Co. Inc.
	5136 Southridge Parkway
	Suite 108
	College Park, GA 30349
	770-907-9300 office
	770-907-9461 fax
	404-925-3966 mobile

Project Schedule: To be provided.

## **STATE OF GEORGIA**

#### **COUNTY OF FULTON**

## AGREEMENT FOR PROVISION OF SERVICES

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021 between THE MAIN STREET ACADEMY (TMSA), College Park, Georgia (hereinafter "the CLIENT") and (hereinafter "the Engineer), witnesseth:

WHEREAS, THE MAIN STREET ACADEMY is contracting with the Engineer to provide the services described below for the term specified herein;

**NOW THEREFORE**, the parties agree as follows:

 DESCRIPTION OF SERVICES: The Engineer shall provide the following services on as needed basis as requested by The Main Street Academy:

Construction Material Testing, Soils Testing as specified in Construction Specifications for Basement Renovations and Improvements, dated February 18, 2021, or as required per field investigation (See Exhibits C).

2. <u>COSTS</u>: Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each, \$\_\_\_\_\_\_ service rendered, the date thereof, the time expended and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require. THE MAIN STREET ACADEMY shall pay, and the

Engineer shall receive the prices stipulated in the Price Quotation hereto attached (EXHIBIT C) as full compensation for everything furnished by the Engineer, relative to the above-described services with the understanding that the contract amount is not to exceed \_\_\_\_\_\_. To the extent that Exhibit C may conflict with the terms of this Agreement, the terms of this Agreement shall control.

<u>TERM OF AGREEMENT</u>: The term of this Agreement shall commence on the \_\_\_\_\_\_day of \_\_\_\_\_\_. This agreement shall absolutely terminate on project substantial completion date.

#### 4. **<u>RENEWAL PROVISIONS</u>**:

Contract is to be renewed only if further testing is required for **TMSA Basement Renovations and Improvements** beyond \_\_\_\_\_\_\_\_\_\_\_(scheduled completion date).

- 5. <u>ENGINEER'S AFFIDAVIT</u>: The Engineer, as a condition of final payment, shall issue an affidavit attesting that Engineer has paid in full all subcontractors and materialmen utilized by Engineer in the performance of this Agreement for services rendered and/or goods provided by said subcontractors and materialmen.
- 6. **WARRANTY ON SERVICES:** The Engineer warrants its workmanship to be free from defects as follows:
  - All technicians are properly trained, certified, and experienced with testing procedures and/or equipment.
  - All instruments have been properly calibrated per industry standards.
  - All laboratory equipment has been inspected, calibrated and properly maintained to ensure accurate results.

The Engineer further warrants that its work will conform to all specifications and will perform as specified. Upon receipt of written notice of any mistakes in the work, the Engineer shall correct in a timely manner at no expense to THE MAIN STREET ACADEMY.

#### 7. **<u>RISK MANAGEMENT REQUIREMENTS</u>**:

Engineer shall have and maintain such errors and omission; liability, workers' compensation and other insurance coverages as required by the attached Exhibit "A" which is incorporated herein by reference.

8. HOLD HARMLESS AGREEMENT: To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless THE MAIN STREET ACADEMY, and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Engineer, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Engineer, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Engineer or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. <u>DEFAULT PROVISIONS</u>: In the event that the Engineer defaults, the parties agree that THE MAIN STREET ACADEMY may procure the above-described services from an alternative source. A default by the Engineer shall occur in the event the Engineer:

- 1) fails to perform reasonably or in accordance with the terms of this Agreement;
- 2) fails to provide services of a reasonable quality;
- 3) fails to perform within a reasonable time;
- 4) fails to adhere to the insurance requirements listed in the Risk Management Requirements.
- 10. <u>ATTORNEY'S FEES</u>: The Engineer shall pay reasonable attorney's fees to THE MAIN STREET ACADEMY should THE MAIN STREET ACADEMY be required to incur attorney's fees in enforcing the provisions of this Contract or in the collection of any monies herein required to be paid by the Engineer to THE MAIN STREET ACADEMY.

# 11. WORK ON THE MAIN STREET ACADEMY'S DESIGNATED PREMISES: In the event that the Engineer, the Engineer's employees or agents or the Engineer's subcontractors enter THE MAIN STREET ACADEMY's designated premises, which includes any job site and travel to and from such job site, for any reason in connection with this Agreement, the Engineer and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Engineer shall defend, indemnify, and hold THE MAIN STREET ACADEMY harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Engineer, the Engineer's employees or agents or the Engineer's subcontractors, save and except damage caused by the sole negligence of THE MAIN STREET ACADEMY. The Engineer, and any subcontractor used by the Engineer in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Engineer's and any subcontractor's legal liability on account of accidents to their employees. The Engineer and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The

Engineer and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Engineer and any subcontractor on account of accidents arising out of the operations of the Engineer or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At THE MAIN STREET ACADEMY's request, the Engineer shall furnish to THE MAIN STREET ACADEMY certificates from the Engineer's insurers showing such coverage in effect and agreeing to give THE MAIN STREET ACADEMY ten (10) days' prior written notice of cancellation of the coverage.

**IN WITNESS WHEREOF** this date, said parties have hereunto set their seals the day and year

above first written.

Executed on behalf of:

GEORGIA	THE MAIN STREET ACADEMY,COLLEGE PARK,
	BY:
	TITLE:
ATTEST:	
DATE:	
	THE ENGINEER
	BY:
	TITLE:
ATTEST:	

DATE:

# EXHIBIT A

# THE MAIN STREET ACADEMY, COLLEGE PARK, GEORGIA

# **RISK MANAGEMENT REQUIREMENTS**

- A. Surety performance and payment bonds in THE MAIN STREET ACADEMY's discretion where the contract amount is greater than \$20,000.00.
- B. Insurance Required (only if Engineer or any agent or employee of Engineer will be: driving a vehicle during the performance of the contract; acting on behalf of THE MAIN STREET ACADEMY; or performing any part of the contract on the premises of THE MAIN STREET ACADEMY)
  - 1. Workers Compensation Workers Compensation coverage on a statutory basis for the State of Georgia with an Employers Liability limits of \$100,000 each, \$\_\_\_\_\_ Accident, Disease \$100,000 each, \$\_\_\_\_\_ employee, \$500,000 Disease policy limit.
  - 2. **Automobile Liability** Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.
  - 3. **Commercial General Liability** Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "The Main Street Academy, College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

## LIMITS OF LIABILITY

\$1,000,000 Per Occurrence

- \$1,000,000 Personal and Advertising
- \$ 50,000 Fire Damage\*
- \$ 5,000 Medical Payments\*
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

\*These are automatic minimums.

**Owners Protective Liability** – THE MAIN STREET ACADEMY Management may in its discretion require Owners Protective Liability in some situations.

Before the start of any work, the Engineer shall furnish to THE MAIN STREET ACADEMY:

- A. Certificates of Insurance manifesting that the applicable above-mentioned requirements have been met, all certificates to contain:
  - 1. The name of the Insurance Company
  - 2. Policy Number
  - 3. Policy inception and expiration dates
  - 4. Name and address of insured
  - 5. Name and address of agent
  - 6. Limits of liability
  - 7. Type of insurance coverage
  - 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage
  - 9. Statement that the policy applies to the project number or job concerned
  - 10. Attach copy of Endorsement that shows that each, \$\_\_\_\_\_\_ of the policies have been amended to provide thirty (30) days' notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
- B. An endorsement incorporating the Hold Harmless Agreement assumed by the Engineer under the terms of this Contract;

The Engineer shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

SIGNATURE: \_\_\_\_\_, DATE: \_\_\_\_\_,

## **EXHIBIT B**

#### Scope of Work:

The primary objective of this work is to provide inspection, material testing and geotechnical services at the site located at 2861 Lakeshore Drive, College Park, Georgia 30349 for the basement renovations and improvements as may be required.

<sup>1</sup>Note: Laboratory Testing and Final Report shall be performed by a GDOT Pre-Qualified Consultant and GDOT approved Material Testing Facility.

## EXHIBIT C

# Please provide the 2021 Standard Fees Construction Inspection, Material Testing, Soils Testing as specified in Construction Specifications and rates specified below<sup>2</sup>:

#### **1. BASIC ENGINEERING SERVICE RATES**

A. ENGINEERING SERVICES
Project Geologist, per hour, \$,
Structural Engineer, P.E., per hour, \$,
Geotechnical Engineer, P.E. per hour, \$,
Environmental Engineer, P.E., per hour, \$,
Staff Engineer. per hour, \$,
Project Engineer/Project Manager, P.E., per hour, \$,
Senior Engineer/Senior Project Manager, P.E per hour, \$,
Senior Engineer/Division Manager, P., per hour, \$,
Chief Engineer/Principal. P.E. per hour, \$,
CAD Operator/Draftsperson. per hour, \$,

#### **B. TECHNICIAN SERVICES**

Chief Engineering Technician, per hour, \$
Metals Technician/Inspector, per hour, \$
Concrete Technician/Inspector, per hour, \$
Soils Technician/inspector per hour, \$
Environmental Technician/inspector, per hour, \$
Asphalt Technician/inspector, per hour, \$
Registered Roof Observer (by the Roof Consultants
Inst.),per hour, \$
Registered Roof Consultant. per hour, \$
General Engineering Technician/inspector, per hour, \$
Certified Industrial Hygienist, per hour, \$

#### C. CLERICAL SERVICES

Secretarial, per hour, \$\_\_\_\_\_

#### D. SPECIAL SERVICES

Special tests. engineering consultations or evaluations in conjunction with any of the following testing services shall be charged at the Basic Engineering Service Rates. Special supplies and/or equipment not listed shall be charged at cost.

#### 2. SOILS

#### A. FIELD SERVICES:

Field density tests either by drive cylinder, sand cone or nuclear gauge, per hour, \$\_\_\_\_\_

#### **B. LABORATORYSERVICES**

1. Standard Compaction Test, ASTM D-698 or AASHTO T-99	)
including rough plots and grain size curves except on base	

Rock. Method D does not include grain size.

(a) Method A (4" mold). per test, \$	
(b) Method B, C or D (6" mold), per test, \$	
(c) Standard Proctor, per test, \$	

2. Modified Compaction Test, ASTM D-1557 OR AASHTO T-180 including rough plots and grain size curves except on base Rock. Method D does not include grain size.

(a) Method A (4" mold}. per test, \$\_\_\_\_\_
(b) Method B. C or D (6n mold). per test, \$\_\_\_\_\_
(c) Standard Proctor, per test, \$\_\_\_\_\_

3. CBR at optimum moisture content, including laboratory compaction test, ASTM 0-1883 or AASHTO T-193 with plot of compaction and CBR curves, each, \$\_\_\_\_\_

4. CBR, CORPS OF ENGINEERS METH	IOD, each, \$
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- 5. NATURAL MOISTURE CONTENT, EACH, \$\_\_\_\_\_
- 6. Atterberg limits, each, \$\_\_\_\_\_
- 7. Grain size, each, \$\_\_\_\_\_
- 8. Washed 200. each, \$\_\_\_\_
- 9. Washed 200 + Hydrometer, each, \$\_\_\_\_\_
- 10. Consolidation Test
- (a) Undisturbed sample, each, \$\_\_\_\_\_
- (b) Remolded sample, each, \$\_\_\_\_\_

#### 11. Triaxial Shear Test

- (a) Pile load testing ASTM (D1153). each, \$\_\_\_\_\_
- (b) Pile driving monitoring. per LF
- (c) UU Test, each, \$\_\_\_\_\_
- (d) CU Test, each, \$\_\_\_
- (e) CU Test with pore pressure, each, \$\_\_\_\_\_
- (f) Add for remold, each, \$\_\_\_\_\_
- (g) Unconfined compressive strength test, each, \$\_\_\_\_\_
- (to calculate shear strength of soil)
- 12. Permeability testing (triaxial apparatus)
- (a) Remolded, each, \$\_\_\_\_\_
- (b) Undisturbed, each, \$\_\_\_\_\_
- 13. Triaxial compression test. consolidated, undrained, per pt.
- 14. California Bearing Ration (CBR). each, \$\_\_\_\_\_
- 15. Swell test on CBR, each, \$\_\_\_
- 16. Sand Equivalent Test GDT63. each, \$\_\_\_\_\_
- 17. Soil resistivity. each, \$\_\_\_\_\_

#### 3. SOIL CEMENT

#### A FIELD SERVICES

Observation of soil cement field placement, per hour, \$\_\_\_\_\_

#### B. LABORATORY SERVICES

Soil Cement Design

- 1. First sol! cement mixture, including grain size determination liquid and plastic limits, compaction test at three cement contents, curing three specimens at each, \$\_\_\_\_\_ cement content and compressive strength tests at each, \$\_\_\_\_\_ cement content (includes calcium absorption test on soil sample)
- 2. Each, \$\_\_\_\_\_ additional cement content using same sample, add
- 3. For wetting and drying tests, add for each, \$\_\_\_\_\_ cement content

#### 4. ASPHALTIC MATERIALS

#### A. FIELD SERVICES

1. Observation and field testing of asphaltic concrete placement, per hour, \$\_\_\_\_\_

2. Two-man asphaltic concrete coring crew, induding trailer and equipment, per hour, \$\_\_\_\_\_

#### B. LABORATORY SERVICES Asphaltic Materials and Tests

1. Asphaltic Concrete Mix Design

(a) MARSHALL method. per design

- (b) Hubbard field method, per design, two inches, ,\$\_\_\_\_\_
- (c) Hubbard field method, per design, six inches,

2. Bitumen content only. per test, \$\_\_\_

- 3. Bitumen and gradation of asphaltic concrete, per test,
- 4. Density, samples F.O.B. laboratory

(a) Already mixed, per test, \$\_\_\_\_\_

(b) Not already mixed. per test, \$\_\_\_\_\_

5. Hubbard - field stability, samples F.O.B. laboratory

(a) Three specimens, two inches,

(b) Three specimens, six inches, \$\_\_\_\_\_

6. Marshall Method Stability, three specimens,

#### 5. CONCRETE AND CEMENT

A. FIELD SERVICES

 Concrete Quality control inspection and testing (including. but not limited to, Visual observations, slump, temperature and air entrainment testing). ASTM C-143
 Cylinders (3 specimens per set, \$\_\_\_\_\_), ASTM C-39, per set, \$\_\_\_\_\_\_
 Reserve cylinders, each, \$\_\_\_\_\_\_

5. Inspection and testing of ready-mix plants. pre-stress/pre-cast yards. concrete product plants, construction sites and concrete structures shall be charged at the Basic Engineering Service Rates plus testing at cost.

5. Cylinders made by others shall be picked up and delivered to the laboratory on a time and travel Charge basis at the Basic Engineering Service Rates. A charge of \_\$\_\_\_\_ per case of 24 plastic cylinder molds will be accessed when cylinders are made by others,

6. Non-Destructive inspection and testing of concrete products and structures, including failures. and flexural testing of concrete beams shall be charged at the Basic Engineering Service Rates, plus, velocity attenuation equipment charged at cost

#### 7. Concrete Coring

(a) Two-man crew plus machine, per hour, \$\_\_\_\_\_

- (b) Machine only, per hour, \$\_\_\_\_\_ (rental)
  (c) Compressive strength test, each, \$\_\_\_\_\_

#### **B. LABORATORY SERVICES**

- 1. Concrete Materials
- a) Sieve Analysis, Dry ASTM C- 136, each, \$ Finer than No. 200 Sieve, ASTM C-117, each, \$
- (b) Specific gravity, ASTM C-127 or C-126, coarse fine, each, \$
- (c) Absorption, ASTM C-127 orC-128, coarse, fine, each, \$
- (d) Unit Weight, ASTMA C-29, each, \$\_
- (e) Organic impurities (Calorimetric) ASTM C-40, each, \$
- (f) Effect of organic impurities, ASTM C-87, each, \$\_\_\_\_\_
- (g) Clay lumps in aggregate, AASHTO T-112, each, \$\_

#### 6. BLOCK, BRICK, TILE, PIPE

#### A. FIELD SERVICES

1. Inspection and testing at manufacturers plant, or in the field, shall be charged at Basic Engineering Service Rates plus testing at cost.

2. Mortar and/or grout cubes (6 specimens per set), per set, \$\_\_\_\_\_

#### **Concrete Masonry Units**

1. Compressive Strength, ASTM C-140, 5 specimens, each, \$ 2. Absorption and moisture content. ASTM C-140. 5 specimens. each. \$ 3. Linear drying shrinkage. ASTM C-341. minimum 3 specimens, each, \$\_\_\_\_\_ 4. Concrete masonry block prism compressive strength tests, per set, \$

<sup>2</sup>Note: Construction Inspection, Material Testing, Soils Testing as specified in Construction Specifications and identified above may not be required for this project, however services may be requested on behalf of owner as needed.

# **REFERENCE REQUEST**

REFERENCES: The following references are from current and past government, educational and/or commercial accounts of similar size and scope. This list includes a minimum of three (3) references and does not include The Main Street Academy, College Park, or any The Main Street Academy, College Park employee as a reference.

### REFERENCE # 1:

Name of Entity/Firm:
Mailing Address:
City/State/Zip Code:
Contact Person Name:
Contact Person Telephone Number:
Date When Work Performed:
Description of Work Performed:
REFERENCE # 2:
Name of Entity/Firm:
Mailing Address:
City/State/Zip Code:
Contact Person Name:
Contact Person Telephone Number:
Date When Work Performed:
Description of Work Performed:
REFERENCE # 3:
Name of Entity/Firm:
Mailing Address:
City/State/Zip Code:
Contact Person Name:
Contact Person Telephone Number:
Date When Work Performed:
Description of Work Performed: