



**FULTON
COUNTY**

CONTRACT DOCUMENTS

for

24RFP032724K-JA

**Engineering On-Call Services for Public
Works**

Department of Public Works

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CONTRACT AGREEMENT

Consultant: Benchmark Management LLC

Contract No. 24RFP032724K-JA, Engineering On-Call Services
for Public Works

Address: 101 Marietta Street NW, Suite 2000

City, State Atlanta, Georgia 30303

Telephone: Office: 404-581-5696
Mobile: 404-668-0048

Email: eabebe@bmmlc.com

Contact: Eskender Abebe, PE
President and Managing Partner

This Agreement made and entered into effective the 13th day of September, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **Benchmark Management, LLC**, hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the “Department”, desires to retain a qualified and experienced Consultant to provide Standby Professional Services for Architectural and Engineering Services in support of the Department of Public Works on an “as needed-task assignment” basis for professional services, hereinafter, referred to as the “Project”.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS**

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **September 4, 2024, Item Number 24-0573.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide Standby Professional Services for

Architectural and Engineering Services in support of the Department of Public Works on an “as needed-task assignment” basis for professional services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2024, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2027 and shall end no later than the 31st day of December, 2027. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **\$500,000.00 (Five Hundred Thousand Dollars and no cents)**, which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent

- specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
 - 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct

supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services. None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

1. **Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

2. **Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

3. **Defense.** Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

4. **Separate Counsel.**

1. **Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

2. **Voluntary Separate Counsel.** Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works

141 Pryor Street, SW

Atlanta, GA 30303

Telephone: 404-612-7485

Email: terry.peters@fultoncountyga.gov

Attention: Terry Peters

With a copy to:

Department of Purchasing & Contract Compliance

Chief Purchasing Agent

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Eskender Abebe, P.E.
BenchMark Management, LLC
101 Marietta Street NW, Suite2000
Atlanta, GA 30303
Office: 404-581-9656 x107
Mobile: 404-668-0048
eabebe@bmmllc.com

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the

preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed

- e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

Signed by:



APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, PE
Director
Department of Public Works

CONTRACTOR:

Benchmark Management, LLC.

DocuSigned by:

Eskender Abebe

Eskender Abebe, PE
President and Managing Partner

ATTEST:

Secretary/ Assistant
Secretary

(Affix Corporate Seal)

ATTEST:

Signed by:

Tonya Winfrey

Notary Public:

75A4F4D8D95146D...

Name: Tanya D. Winfrey

County: DeKalb

May 27, 2025

Commission Expires:

Signed by:



(Affix Notary Seal)

ITEM#: xxxx RCS: xxx
RECESS MEETING

ITEM#: 24-0573 C RM: 9/4/2024 1st Reg
REGULAR MEETING Meeting

ADDENDA

(Optional)

EXHIBIT A
GENERAL CONDITIONS

NOT APPLICABLE

EXHIBIT B
SPECIAL CONDITIONS

NOT APPLICABLE

EXHIBIT C

SCOPE OF WORK

3. SCOPE OF WORK

3.1 INTENT

- A. The Owner will engage the Standby Consultant to provide technical, professional, and other services for various County projects as broadly described in the scope of services necessary to support the water and wastewater systems maintained by Fulton County
- B. The Department of Public Works is designated as the Owner's representatives to act for the Owner in regard to approvals and authorizations for all work required and provided for in this Agreement. No work shall commence without a written notice to proceed signed by an authorized representative of the Department of Public Works.
- C. The intent of this Agreement is for the Standbys to provide some, or all, of the technical, professional, architectural, and engineering services for Public Works on an as-needed basis. However, the Owner is not bound to issue any work authorizations or notices to proceed for services under this Agreement. Whenever services are requested by the Owner, the Standby will submit a written proposal for the project with the scope of services. The Owner may accept or reject the proposal, or decline such services when it is in the best interest of the Owner to do so. If the Standby's proposal is accepted, the Owner may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization. After having received the notice to proceed including a written approval of the scope of services and the estimate of fees for a specified project, the Standby shall provide the services required in accordance with the three (3) phases identified below. No work outside that scope of services shall start without an amended notice to proceed. The Owner may cancel an outstanding notice to proceed or work authorization at any time at the Owner's convenience if it is in the Owner's best interest. Upon the cancellation of an outstanding notice to proceed, the Owner will pay the Standby for any authorized work which has been satisfactorily performed up to and through the date of cancellation.
- D. It is understood and agreed by the Standby that the services performed under this Agreement shall include, but not be limited to, those services described below and to the extent desired by the Owner.
- E. The Standby's Basic Services consist of the five key work areas as described in Paragraphs 2 through 6 and include normal architectural, structural, mechanical and electrical engineering services and any other services included in Section 4 or any other article of this Agreement as part of Basic Services. The Owner may request all, some or none of the services identified in this Agreement. When the Owner desires any services contemplated under this Agreement, the Owner will contact the Standby and request a written proposal for the work to be performed on each project.

3.2 RESEARCH

- A. Coordination of project work with specified Department of Public Works representatives. The designated representatives for each project shall be submitted to the Standby by the Owner in writing and shall accompany the initial request for project services (proposal) from Standby.
- B. Research of design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to specific projects.

- C. Support services such as surveying, preparation of plats, legal descriptions, deed research, and other services necessary to complete the work requested.
- D. Investigation and determination of requirements related to specific projects (e.g.: utilities, drainage and sewer systems) and coordination of work with others with respect to such projects.

3.3 DESIGN

A. Conceptual and Schematic Design Phases

1. The Standby shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
2. The Standby shall provide a preliminary evaluation of the program and the Project budget requirement, each in terms of the other, subject to the limitations set forth by the Owner.
3. The Standby shall review with the Owner alternative approaches to design and construction of the Project.
4. Based on the mutually agreed upon program and Project budget requirements, the Standby shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents.
5. The Standby shall submit to the Owner Statement of Probable Construction Cost based on unit costs.

B. Design Development Phase

1. Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Standby shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. The Standby shall submit a statement of probable costs to the Owner.
3. The Standby shall assist the Owner in the preparation of the necessary bidding information bidding forms, the conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
4. The Standby shall advise the Owner of any adjustments to previous statements of probable construction costs indicated by changes in requirements or general market conditions.
5. The Standby shall assist the Owner in conjunction with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

C. Preliminary Design

1. Based on the approved plans and schematic design, the design services shall include the further development of the definitive architectural and/or engineering design of proposed construction, the site development, the outline specifications of materials and/or methods of construction, and the preliminary construction cost estimate. All items shall be submitted to the Owner for approval.
2. The Standby shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies, as directed by the Owner.

D. Working Drawings and Specifications

1. Upon approval by Owner of the preliminary design, the Standby shall prepare complete working drawings and specifications for the proposed construction, and shall prepare final construction cost estimates. The Standby shall submit said working drawings, specifications (including bid documents, samples of which will be supplied to the Standby by the Owner), and construction cost estimates to the Owner and/or the Owner's designee(s) for review and/or approval. Where disciplines are similar, plans (drawings) should be jointly signed by Standby and any subcontractor or sub-consultant hired by Standby, with professional seals.
2. The Standby shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the Owner and Contractor.
3. The Standby shall advise the Owner of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.
4. The Standby shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

3.4 CONSTRUCTION

A. Proposal

1. The Standby, following the Owner's approval of the Construction Contract Documents, which should also include the latest version of the Opinion of Probable Construction Costs, shall assist the Owner in obtaining bids and assist in preparing contracts for construction. The Standby may be called upon to prepare a list of prospective bidders for the Owner and to submit recommendations on the award of contracts to the Owner on the bids received. The Standby shall participate with the Owner in pre-bid conferences (and pre-construction meetings) so as to be informed and assist the Owner in resolving questions and requests on the part of contractors and suppliers concerning the work. The Standby shall recommend to the Owner approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.

B. Construction – Administration of the Construction Contract

1. The Construction tasks will commence with the award of the Contract for Construction and, together with the Standby's obligation to provide Basic Services under this Agreement, will

terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, Public Works will request the same Standby which designs a particular project to also manage the construction of that project.

2. Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a project, the Standby shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the Owner's Contract Documents for Construction.
3. The Standby shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.
4. The Standby shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the Standby in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations as a Standby, therefore Standby shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
5. The Standby shall at all times have access to the Work wherever it is in preparation or progress.
6. The Standby shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Standby shall maintain a log of Applications for Payment received, indicating the date and the time received.
7. The signature of the Standby to the Owner, based on the Standby's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated that, to the best of the Standby's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Application for Payments.
8. The Standby shall reject Work which does not conform to the Contract Documents. Whenever, in the Standby's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Standby will have authority to require special inspection or testing of the Work in progress.
9. The Standby shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Standby's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
10. The Standby shall assist the Owner in the preparation of Change Orders for the Owner's approval execution in accordance with the Contract Documents, and shall have authority to

order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

11. The Standby shall conduct inspection to determine the Dates of Substantial Completion and final completion, shall receive and forward to Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.
12. The extent of the duties, responsibilities and limitations of authority of the Standby as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Standby.

C. Design Support Services

1. After the award of a contract for construction, the Standby's services shall include such visits to the site of the project as may be required by the Owner for design clarifications and/or modifications. The Standby's services shall also include the review of the project contractor's shop drawings to assure adherence to the intent of the working drawings and specifications. Other services required include the approval of sub-consultants' work under this contract and the preparation of change orders under any construction contract.

D. Administrative Management

1. The Standby, with the approval of the Owner, shall conduct inspections of all construction based on their specifications and shall report findings to the Owner. In the event of legal action, the Standby shall analyze and make recommendations regarding the disposition of claims for or against the Owner.
2. The Standby, with the approval of the Owner, shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.
3. The Standby, with the approval of the Owner, shall prepare and submit all supplemental agreements and/or change orders for approval by the Owner and others, as required, revise design drawings to show "construction record" (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the Standby shall keep the Owner advised of job costs and provide cost accounting of job costs. Based on information obtained from the Owner and contractor, the Standby shall maintain a PERT (Program Evaluation Review Technique) or CPM (Critical Path Method) or similar scheduling system of all construction under their responsibility and shall adjust and update the schedule as required.

E. Field Representation

1. The Standby, with the approval of the Owner, shall furnish a resident field staff of qualified Standby inspection and surveying personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the working drawings and specifications and to guard the Owner against defects in the work and to keep the Owner informed regarding progress of the work.

2. The field staff shall conduct intermediate and final field observations, including necessary construction material testing and inspection, to assure a completed project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the Owner.
3. The Standby shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Standby is obligated to report promptly to the Owner any known defect or deficiency in the contractor's work materials.

F. Special Services

1. When mutually agreed to by the Owner and the Standby, the Standby shall provide professional planning, engineering and/or architectural services for project and/or construction other than that specifically described herein. These services may include, but not limited to, review of construction activities performed by contractors.
2. When directed by the Owner, the Standby shall also provide professional engineering services for the installation of specialized equipment, devices and systems which may be furnished by others.
3. If requested by the owner, the Standby shall make studies, analyses, cost estimated and/or reports on items of plant or equipment; operating procedures or functions; physical administrative or financial aspects of a project.

3.5 STANDBY SERVICES

A. Basic Services

1. The Standby shall submit to the Owner with its original scope of services schedules of work and work completion dates for each phase of work. No work shall be commenced before written approval from the Owner is received by the Standby.
2. When it is determined that completion dates submitted by the Standby and approved by the Owner cannot be met, the Standby shall notify the County as soon as the determination is made and no less than ten (10) days before the scheduled task completion date.
3. The Standby shall submit in writing to the Owner the reason or reasons for any delay in schedule. Any submittal in this regard shall be in accordance with the procedure and time outline described above.
4. The Standby shall provide the Owner with periodic reports on the progress of work requested in all phases described in this Agreement. The Standby shall also attend periodic meetings with the Owner and/or the Owner's representatives for the purpose of project review and update, scheduling and other purposes as requested by the Owner and or the Standby. The frequency of both the written reports and meetings referenced above shall be prescribed by the Owner on a per project per phase basis.
5. The Standby shall notify the Owner of any changes to key personnel. The Owner reserves the right to accept or reject any changes in key personnel before the performance of any services.

B. Special Services

1. Special services outside the scope of basic services may be provided when authorized in writing by the Owner, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.
2. Providing planning surveys, site evaluations, environmental impact studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
3. Providing water and sewer modeling services, including but not limited to such tasks as operational optimization; water quality studies; Level of Service evaluations; and capacity and facility requirements for existing and future growth conditions
4. Performing tasks related to the development of an asset management program
5. Creating management and administrative tools like dashboards for additional oversight and real time evaluation of ongoing programs and processes
6. Assisting the Owner with compliance requirements such as the LCRR/LCRI and associated documentation.
7. Preparing and submitting grant applications for the Owner.
8. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
9. Providing coordination of work performed by separate contractors or by the Owner's own forces.
10. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Standby.
11. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
12. Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
13. Attending and assisting the Owner in arranging any public information meeting or public proceeding.
14. Assist the Owner with Land Acquisition services. This will be independent services outside of Fulton County Land Department but may include supplemental services that aid any of their efforts.

3.6 OWNER'S RESPONSIBILITY

- A. The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- B. Notwithstanding anything contained in this Agreement, Owner reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with consultants other than Standby and any of its sub-consultants named in this Agreement.
- C. There is no guarantee of work in this Agreement; Standby has no right to any portion of Owner's total project work and will be selected by the user (Owner) department without regard to relative work awards to the various Standby's under contract.
- D. The Owner will designate, a representative authorized to act on its behalf with respect to the Project. The Owner/and or Owner's designee will promptly render any decision necessary for the orderly progress of the work.
- E. The Owner will furnish to the Standby any information or materials in its possession which relate to a specified project as expeditiously as possible.
- F. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Standby and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Standby services.
- G. The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Standby's services and of the Work.
- H. The Owner reserves the right to remove any personnel employed by the Standby who is assigned to perform services for Owner's Project.

3.7 REIMBURSABLE EXPENSES

- A. Normal expenses shall be included in the hourly billing rates. All reimbursable expenses will be paid at cost. Pay requests submitted by the Standby for reimbursable expenses must be accompanied by invoices and receipts and will be paid to the Standby upon approval by the Owner. Owner reserves the right to disapprove of any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances authorized by the Owner under this Agreement.
- B. Reimbursable expenses shall be specified in the original scope of project services (proposal). Airline transportation will not be paid
- C. Reimbursable expenses shall be limited to:
 - 1. Fees paid for securing approval of authorities having jurisdiction over the Project.
 - 2. Expenses of large format reproductions and handling of Drawings, Specifications and other documents, excluding reproductions for the office
 - 3. Use of the Standby's consultants.

4. Expenses of renderings, models and mock-ups requested by the Owner.
5. Other expenses deemed reimbursable by the Owner

3.8 STANDARD PROJECT PRACTICES

A. Surveying for Water and Wastewater Projects

1. The consultant shall adhere to all professional surveying practices.
2. The consultant shall use the pre-established benchmark from the Fulton County Global Positioning System (GIS Monument). No assumed datum is allowed. All surveys shall be performed using NAD83 / Georgia West for plane coordinates and NAVD 88 for vertical datum.
3. For horizontal control, a basic closed and balanced traverse is extended throughout the project area, tied to proposed flagged manhole stakes and significant structures. Throughout the field survey procedure, care is to be taken to keep property owners advised, including preservation of trees, bushes, and other property features.
4. For vertical control, the existing profile of the proposed route and any alternative routes are extended along the ground. TBM's are set to provide convenient reference.
5. Preliminary profiles to be made as required to establish adjustments in the horizontal alignment. Cross section for a minimum of 50 feet on each side of centerline at 25 foot intervals, and/or any significant grade change.
6. Upon establishment of pipe line and grade, critical elevations of structures are to be field checked as required to ensure that no further changes needed.
7. A "strip" survey of the fifty (50) foot wide area of construction easement shall be provided, including horizontal and vertical control and locations. Property line definition will be based upon field evidence and other data. Certification of the property lines' authenticity are not included as part of this Contract.
8. All preliminary sketches and field notes shall be subject to Fulton County review, upon request.
9. All manholes shall be flagged and staked with 18" long wooden stakes, as well as centerline of proposed pipe line at 50 foot intervals.

B. Engineering Design for Water and Wastewater Projects

1. Consultant shall adhere to all professional engineering practices, including the Ten State Standards and American Society of Civil Engineers' pertinent manuals.
2. In addition, design of this gravity pipe line system shall include WASTEWATER PIPE REVIEW and WATER REVIEW checklist items, as shown below. Deviations from this checklist shall be pre-approved in writing by the Department of Public Works.

C. General Requirements for Water and Wastewater Projects

1. Fulton County Public Works will provide one set of construction detail specifications for sewer and one set of construction specifications for water with standard border for consultant's use

on projects assigned. Electronic forms in AutoCAD Release 2017 or later, may be provided upon request.

2. Plan view sheets shall have the following minimum items shown: land lot lines, roads and right-of-way widths, monuments and evidence of property and possession lines, utilities (above and underground), storm sewer facilities, natural waterways, property ownership data, easements, north arrow, scale, wastewater routing, manhole station numbers, deflection angles, critical trees, buffers, erosion control, types of fences, exiting tie-in to wastewater pipe line, legends, general and specific notes, retaining walls, fire hydrants, TBM's, piers, road centerline, first floor elevations of houses to be served, and other normally shown items on such drawings adhering to standard engineering practice.
3. Profile sheets shall have the following minimum items shown: existing grades, proposed wastewater pipe lines, new manholes, existing manholes and pipe lines, underground storm structures and utilities, pipe sizes, horizontal length and slope of proposed pipes, types of pipes, point of change in pipe material, jacking and boring, and other items normally shown on such drawings adhering to standard engineering practice.
4. The consultant shall prepare plans at a scale of 1 inch = 50 foot. Plan and profiles will be shown for all stream crossings and jack and bore locations including any information as required by Georgia Department of Transportation for Utility Encroachment Permit.
5. Prepare technical specifications (in general conformance with the fifty division format of the Construction Specifications Institute Master Format including invitation to bid, instructions to bidders, bid and contract forms (including bid, performance and/or payment bonds specified by the County) general requirements and supplementary conditions.
6. Obtain approval/permits, if any required, from Corps of Engineers, Georgia Department of Natural Resources, Environmental Protection Division, Georgia Department of Transportation, and local issuing authorities.
7. Provide a detailed construction cost estimate.

D. Plans and Drawings for Water and Wastewater Projects

1. Plans shall include the following: cover sheet, size and type of pipe material, all manholes, valves, appurtenances, fire hydrants, north arrow, scale, typical depth, variations in depth, thrust restraint, water meters, gas meters, fittings, steel casing, existing utilities above and below ground, driveways, paving, bridges, location map, 24 hour contact representative phone number, easement limits, trees to be retained and removed, erosion control structures, curbing, drains and culverts, and connections to new and existing mains.
2. The following items must be indicated in the title block of all drawings:
 - a. Name of Project or Development
 - b. Owner's name and address (Fulton County Public Works)
 - c. Engineer's name, address, and phone number
 - d. Seal of Georgia registered engineer with signature
 - e. North arrow
 - f. Scale (no less than 1" - 100')
 - g. Reference to Fulton County GIS Monument
 - h. Land Lot and District/Section

- i. Length of line in feet and inches - miles on each plan/profile sheet.
3. Location sketch must be included at a scale of no less than 1" - 2000'.
4. Refer to the Exhibits for the Wastewater and Water Checklist for design standards including the general notes.
5. Easement plats with legal descriptions.
6. Erosion control plans are required for all proposed wastewater and water main lines and must include and must meet the minimum standards as required by the Fulton County Erosion Control Ordinance. All plans must be submitted to and approved by the City where the project is located.

E. Easement Requirements (for Water and Wastewater Projects)

3.9 PLAT MAP REQUIREMENTS

1. Plat map shall be signed, stamped, and dated by a professional engineer (P.E.) or a registered land surveyor.
1. Plat map shall be no smaller than **8 ½ inches by 11 inches**.
2. Plat map shall provide enough information to easily identify dedicated easement area in the field. Please show land lot lines.
3. Name of project shall be shown on map.
4. Parcel identification number of each impacted property shall be included.
5. Name of property owner(s) of each impacted property shall be included.
6. Map shall have a north arrow.
7. Please show scale of plat map (minimum scale 1"=20'; maximum scale 1"=100').
8. Note existing conditions within easement area.
9. Describe easement area by bearings and distances.
10. Describe any water/sewer lines by bearings and distances.
11. Easement shall be tied back to the point of beginning. Provide angle and distance tie at each property line.
12. Indicate the total square feet of construction and permanent easement for each property owner (Note: Permanent easements shall be a minimum width of 20 feet).
14. Indicate Grantor(s) name in title block of right of way/easement plat.
15. Indicate subdivision name (if known) and include plat book page and number.

3.10 PROJECT DELIVERABLES

A. As-Built Drawings

1. As-built drawings are required for on all design projects, constructed on the behalf of the Technical Services Division of Public Works, in order for to the project to considered 100% complete. Forms from the Technical Services Division are to be filled out as part of the documentation including the following information:
2. One set of reproducible drawings, one set of PDF formatted drawings, and one copy of drawings coded on a flash drive in AutoCAD Version 2017 or later shall be submitted to the Department. Approval and acceptance of the drawings and computer flash drives will be the basis for final payment.

3. The consultant shall update the County's aerial topographic file using AutoCAD Release 2017(or the compatible version available to the County) to represent the existing field conditions, in conjunction with the technical specifications, convey the scope, extent and requirements of the facilities to be constructed.

B. Model Files

1. All computer-aided modeling projects performed for the Technical Services Division of Public Works must be compatible with the Innovyze modeling suite: InfoWater Pro, InfoWorks ICM, and Info360 Asset.
2. Computer-aided modeling projects should close out with a workshop reviewing new scenarios added to the model and any other changes made during the course of the work. All model files will be accepted by the county via a release form.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

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2. One set of reproducible drawings, one set of PDF formatted drawings, and one copy of drawings coded on a flash drive in AutoCAD Version 2017 or later shall be submitted to the Department. Approval and acceptance of the drawings and computer flash drives will be the basis for final payment.
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EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed five hundred thousand dollars (\$500,000.00). The detailed costs are provided herein:



June 25, 2024

Janett Adams, Purchasing Contact
Department of Purchasing and Contract Compliance
130 Peachtree Street SW, Suite 1168
Atlanta, Georgia 30303

**Re: RFP No. 24RFP032724K-JA
2024 Engineering On-Call Services for Public Works
Cost Proposal**

Ms. Adams,

BenchMark Management is pleased to submit this cost proposal for the above RFP. Our proposal is organized according to the instructions included in the RFP.

As required in the RFP, below is the prime and sub-consultants overhead rate and profit margin

Firm	Overhead Rate	Profit Margin
BenchMark Management (Prime)	157%	15%
TJ Schell	125%	15%
New Spring Engineering	135%	15%
The Creative Eye	147%	15%
ACR Engineering	125%	15%
United Consulting	133%	15%
AtkinsRealis	171%	15%

Sincerely,

Eskender Abebe

Eskender Abebe, PE
Principal-In-Charge/Project Manager



COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: BenchMark Management, LLC

For: **24RFP032724K-JA**
2024 Standby Engineering Services
for Department of Public Works

Submitted on June 25, 2024.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 571,640

(Dollar Amount In Numbers)

(Dollar Amount in Words) Five hundred seventy one thousand six hundred forty dollars

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

Complete this table. All projects assigned shall be based upon a dollar per hour rate (i.e. pipelines, engineering studies, field testing, inspections, pump stations, etc.). The PROPOSER will include his/her fees as outlined below. This proposal provides a pricing structure which includes both water and sewer line design.

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
1. Engineer Principal – manages companywide engineering operations and projects	\$ 200	230	\$46,000
2. Project Manager – manages execution of multidisciplinary project(s)	\$ 240	230	\$55,200
3. Project Engineer – lead engineer on multidisciplinary project(s)	\$ 258	230	\$59,340
4. Construction Manager – directs construction administration services	\$ 124	230	\$28,520
5. Senior Engineer – organizes and leads engineering design team in his/her discipline	\$ 246	230	\$56,580
6. GA Registered Engineer – independently performs conventional engineering tasks	\$ 223	230	\$451,290

7. E.I.T. Engineer – conducts limited and specific engineering tasks	\$ 126	230	\$28,980
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer	\$ 114	230	\$26,220
9. Georgia Registered Land Surveyor – directs surveying services	\$ 142	230	\$32,660
10. Field Survey Crew – performs field survey work, construction staking, and as-builts	\$ 142	230	\$32,660
SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
11. Survey Technician / CAD Operator – performs routine survey procedures under the direction of a registered land surveyor / performs computerized drafting under the supervision of a surveyor	\$ 102	230	\$23,460
12. Registered Landscape Architect – independently performs landscape design functions	\$ 175	230	\$40,250
13. Sr. Resident Inspector – monitors compliance of construction with plans & specifications	\$ 105	230	\$24,150
14. Administrator / Secretary – performs	\$ 71	230	\$16,330

administrative, clerical, and accounting functions			
OWNER CONTROLLED CONTINGENCY			
15. Owner Controlled Contingency – Geotechnical Engineering; Soils, Concrete, Asphalt, Materials, and Water Quality Testing;	L.S.	1	\$50,000.00
<i>TOTAL BASE BID AMOUNT (lines 1-15)</i>			\$571,640

A schedule of standard hourly billing rates by labor category to be utilized during the course of the projects shall also be provided. The estimated man-hours shall be multiplied by the appropriate labor rate to determine the estimated project cost. Proposer shall provide the overhead rate that includes all fringe benefits as a percentage of base salary (without fringes) and the profit percentage used in calculating standard billing rates. This is to be provided for the Prime Consultant as well as each Sub Consultant. Computer usage is to be included in the overhead rate and will not be considered as a direct expense. Hourly rates shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, printing, reproduction, project reports, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, and any other expenses necessary to conduct the work. The allowed multiplier for overtime rates (1.0 or 1.5, depending on employee category) shall be applied to the salary component of the hourly rate, and not to the direct costs component. County will not pay the FIRM for the cost of, or any cost associated with, preparation of invoices for payment of the services under this contract. Costs for large amounts of reports or unusual reproduction requests by the County will be borne by the County. There shall be no reimbursable direct cost to the Firm.

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] BenchMark Management, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

53482

EEV/Basic Pilot Program* User Identification Number

Eskender Abebe

BY: Authorized Officer of Agent (Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Eskender Abebe

Printed Name of Authorized Officer or Agent

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

Notary Public:

Tanya D. Winfrey

County:

DeKalb

Commission Expires:

May 27, 2025



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

²*[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].

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Benchmark Management, LLC, behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

625036

EEV/Basic Pilot Program* User Identification Number

A. H. [Signature]

BY: Authorized Officer of Agent

President

Title of Authorized Officer or Agent of Subcontractor

Abbas Heidari

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 14 day of May, 2024

Maggie Sanchez

(Notary Public)

(Seal)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

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**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] BENCHMARK MANAGEMENT, LLC. behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2357265

EEV/Basic Pilot Program* User Identification Number

NEW SPRING ENGINEERING, LLC.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

PRESIDENT

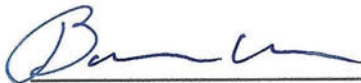
Title of Authorized Officer or Agent of Subcontractor

ROBERT N. KISUVE, PE 

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 03 day of June, 2024



(Notary Public)

(Seal)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

⁴[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].

Commission Expires: 11-25-2027
(Date)

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Benchmark Management LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

58042

EEV/Basic Pilot Program* User Identification Number

R. Brian Bolick
BY Authorized Officer of Agent
(Insert Subcontractor Name) AtkinsRealis USA Inc.

Vice President

Title of Authorized Officer or Agent of Subcontractor

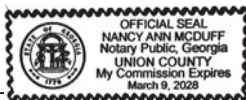
R. Brian Bolick

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 14TH day of JUNE, 20 24

Nancy Ann McDuff



(Notary Public)

(Seal)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

⁴*[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].

Commission Expires: 9 March 2028
(Date)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Benchmark behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

402252
EEV/Basic Pilot Program* User Identification Number

TJ Schell, u.c
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

[Signature]
Title of Authorized Officer or Agent of Subcontractor

Teresa Eldredge - Owner
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 13th day of May, 2024

[Signature]
(Notary Public) (Seal)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

⁴[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].

Commission Expires: 04/01/2028
(Date)

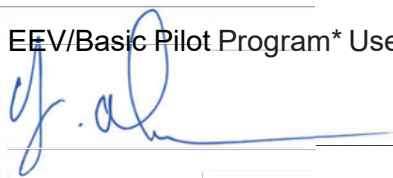
STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** BenchMark Management, LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1591226

EEV/Basic Pilot Program* User Identification Number



By, Authorized Officer or Agent

United Consulting Group, Ltd. (dba United Consulting)

CEO/President

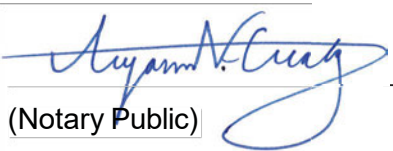
Title of Authorized Officer or Agent of Subcontractor

Reza Abree, P.E.

Printed Name of Authorized Officer or Agent

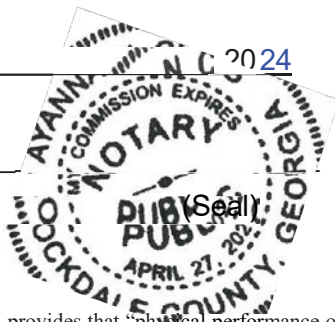
Sworn to and subscribed before me,

This 10th day of May 2024



(Notary Public)

04/27/2027



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

⁴Any 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].

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Benchmark Management, LLC behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

DPER2068

EEV/Basic Pilot Program* User Identification Number

David Perkins

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Manager

Title of Authorized Officer or Agent of Subcontractor

David Perkins

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 31 day of May, 2024

Kathleen Dianne Jennings
(Notary Public)

(Seal)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

⁴*[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].

Commission Expires:

January 3, 2025

(Date)



FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Eskender Abebe, PE, President and Chairman of the Board, 101 Marietta Street NW, Suite 2000, Atlanta, Georgia 30303
66% ownership interest; manages the daily operations of the firm; manages large clients relations.

Anthony Inya-Agha, Vice President, 101 Marietta Street NW, Suite 2000, Atlanta, Georgia 30303
24% ownership interest; manages construction management and inspections operations.

Jan Prisby Bryson, Founding Member, 101 Marietta Street NW, Suite 2000, Atlanta, Georgia 30303
10% ownership interest; manages government relations; business development and general marketing.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

BenchMark Management has been in business for more than 20 years. Over the past five years, the firm has added 4 Georgia registered professional engineers in its effort to expand its professional engineering design services to its municipal clients such as the Fulton County Department of Public Works. The firm was recently selected by the Douglas County Water Sewer Authority for the design of sanitary sewer extension; is currently providing site and civil design for the expansion of Wilmington International Airport in Wilmington, North Carolina; and completed the design and construction support of Aviation Administration Center Utility Improvements for Hartsfield-Jackson Atlanta International Airport.

The firm has expanded its engineering services into Design-Build and Progressive Design-Build projects. It recently completed the Old Alabama Road 48-inch Transmission Water Main Relocation project and is currently designing 3 major combined sewer and sanitary sewer improvement projects for the City of Atlanta Department of Watershed Management.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

BenchMark Management does not have have any employee, agent or representative who is or will be directly involved in the subject project who has had within the last five (5) years

(i) Directly or indirectly had a business relationship with Fulton County, or

(ii) Directly or indirectly received revenues from Fulton County, or

(iii) Directly or indirectly receives revenues from the result of conducting business of Fulton County property or pursuant to any contract with Fulton County

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 12th day of June, 2024

BenchMark Management, LLC

(Legal Name of Proponent)

(Date)

Esmeralda Mabe 6/12/2024

(Signature of Authorized Representative)

(Date)

President

(Title)

Sworn to and subscribed before me,

This 12th day of June, 2024

Tanya D. Winfrey

(Notary Public)

(Seal)



Commission Expires

May 27, 2025

(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: BenchMark Management, LLC

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

Professional License Type: Firm Professional Engineering License Management, LLC

Professional License Number: PEF4351

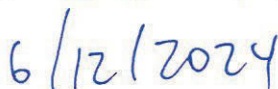
Expiration Date of License: 6/30/2026

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date:



(ATTACH COPY OF LICENSE)

Your License Pocket Card

See your pocket-sized license card below.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please request a demographic change through the portal if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the [Licensing Portal](https://gapelsb.evokeplatform.com/app/licensingPortal) at gapelsb.evokeplatform.com/app/licensingPortal

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia Professional Engineers & Land Surveyors Board

237 Coliseum Drive

Macon-Bibb County, GA 31217

Phone: (470) 355-4505

Email: pels@sos.ga.gov



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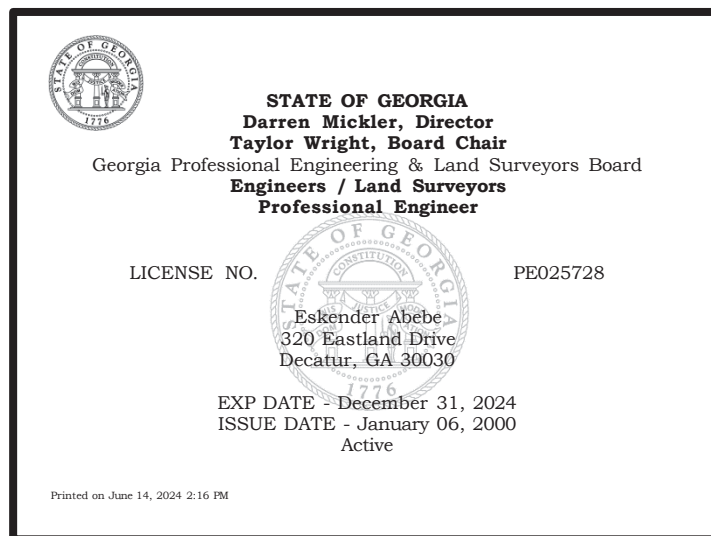
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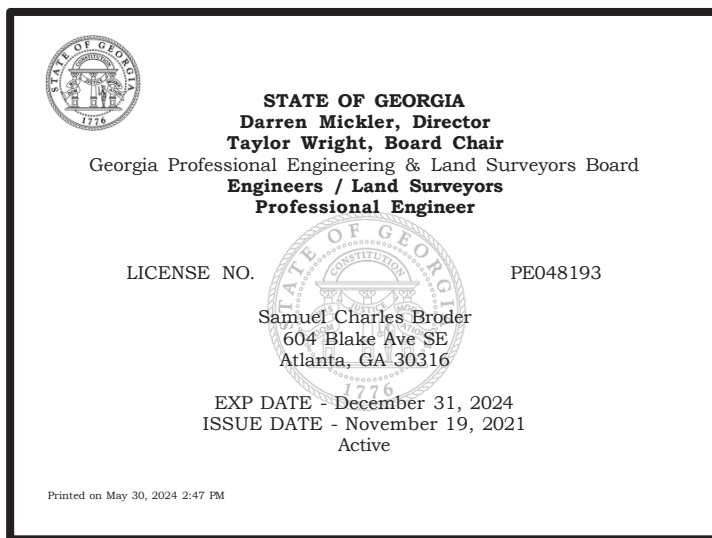
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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

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LicenseeDetails

LicenseeInformation

Name:	TaylorAaronThomas
Address:	AtlantaGA30340

PrimarySourceLicenseInformation

LC#:	PE050044	Pro ess on:	Engineers/LandSurveyors	Type:	ProfessionalEngineer
SeCondary:		Method:	Examination	Status:	Active
Issued:	3/1/2023	Exp res:	12/31/2024	LastRenewa Date:	11/22/2023

AssociatedLicenses

NoPrerequisiteInformation

PublicBoardOrders

Please see Documents section below for any Public Board Orders
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OtherDocuments

No Other Documents

Data current as of: November 27, 2023 11:18:7

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.



A pocket-sized license card is below. Above is an enlarged copy of your pocket card

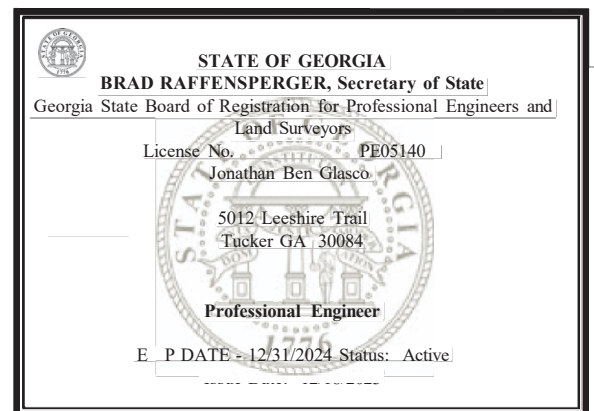
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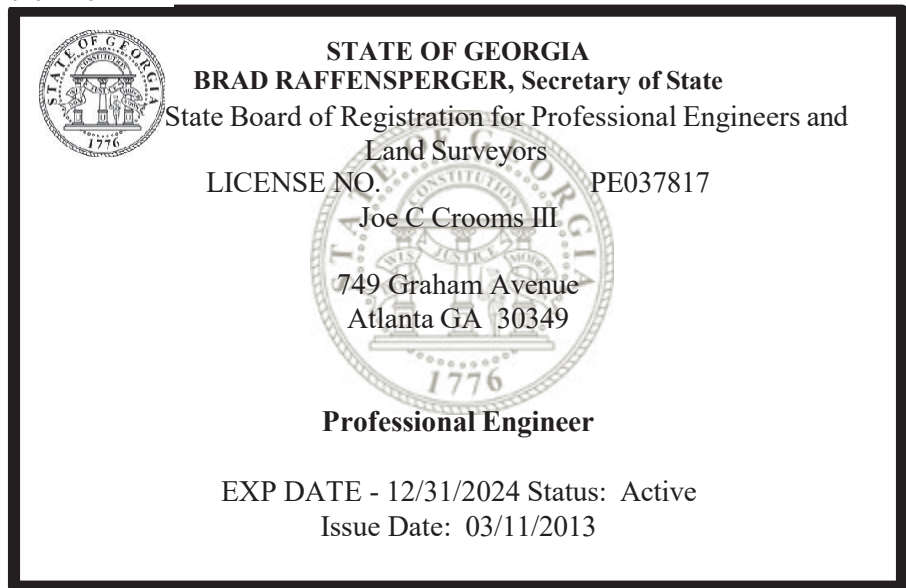
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237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Jonathan Ben Glasco
5012 Leeshire Trail
Tucker GA 30084





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Joe C Crooms III
749 Graham Avenue
Atlanta GA 30349



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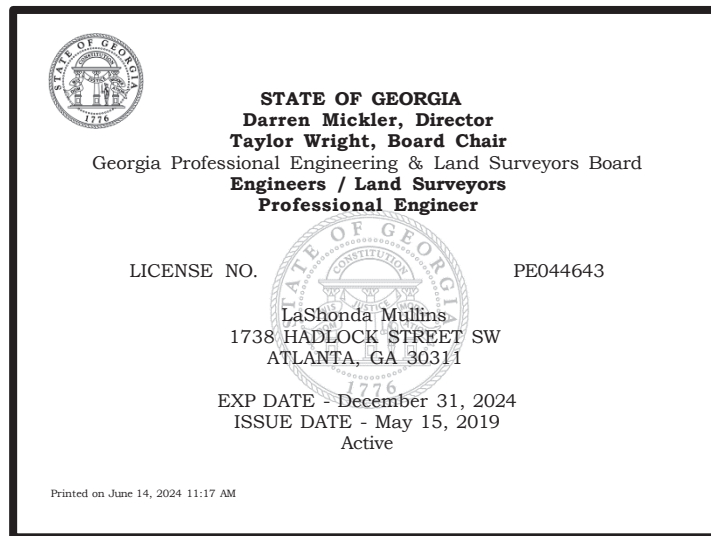
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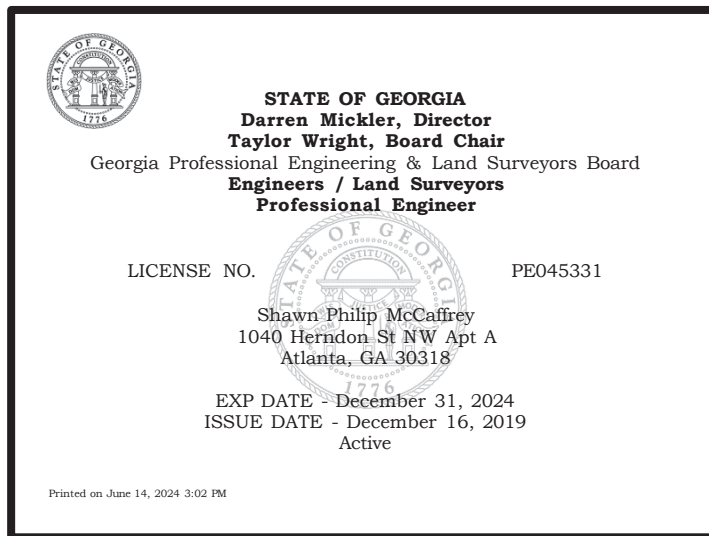
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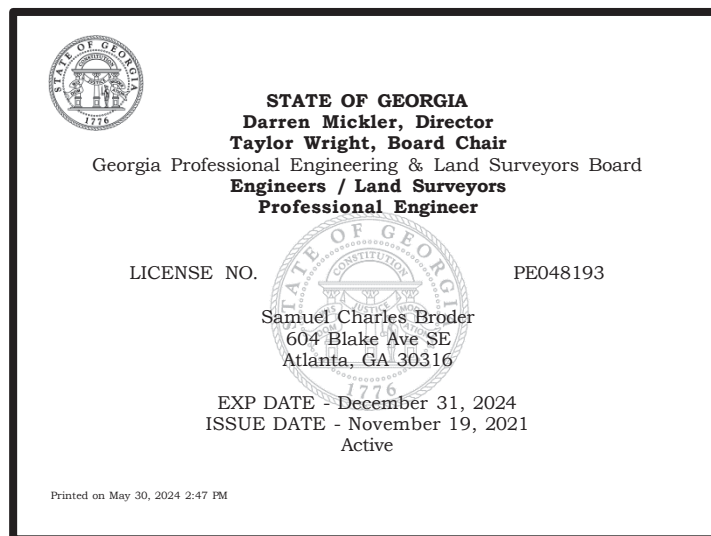
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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

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LicenseeDetails

LicenseeInformation

Name:	TaylorAaronThomas
Address:	AtlantaGA30340

PrimarySourceLicenseInformation

LC#:	PE050044	Pro ess on:	Engineers/LandSurveyors	Type:	ProfessionalEngineer
SeCondary:		Method:	Examination	Status:	Active
Issued:	3/1/2023	Exp res:	12/31/2024	LastRenewa Date:	11/22/2023

AssociatedLicenses

NoPrerequisiteInformation

PublicBoardOrders

Please see Documents section below for any Public Board Orders
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OtherDocuments

No Other Documents

Data current as of: November 27, 2023 11:18:7

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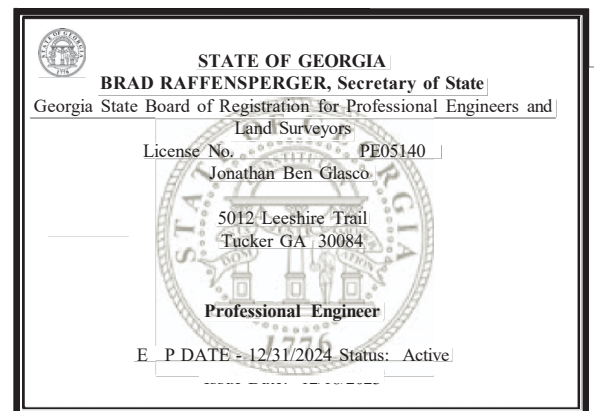
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Jonathan Ben Glasco
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STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE037817

Joe C Crooms III

749 Graham Avenue
Atlanta GA 30349

Professional Engineer

EXP DATE - 12/31/2024 Status: Active
Issue Date: 03/11/2013

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Joe C Crooms III
749 Graham Avenue
Atlanta GA 30349



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Registration for Professional Engineers and
Land Surveyors

License No. PE037817

Joe C Crooms III

749 Graham Avenue
Atlanta GA 30349

Professional Engineer

EXP DATE - 12/31/2024 Status: Active
Issue Date: 03/11/2013

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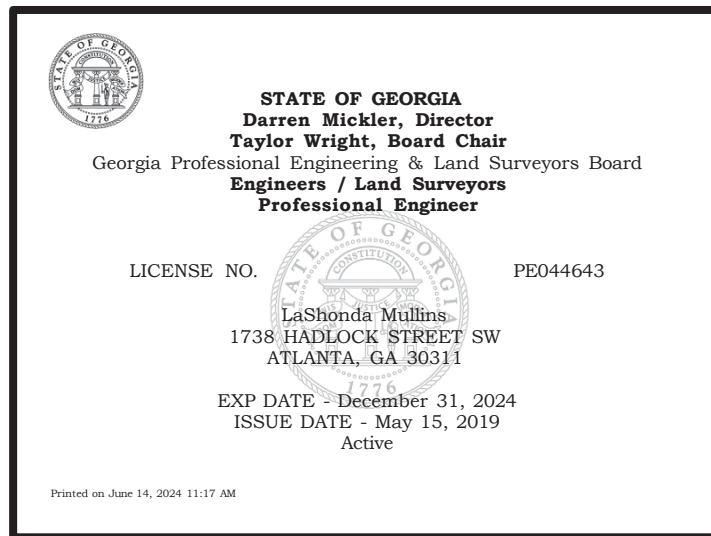
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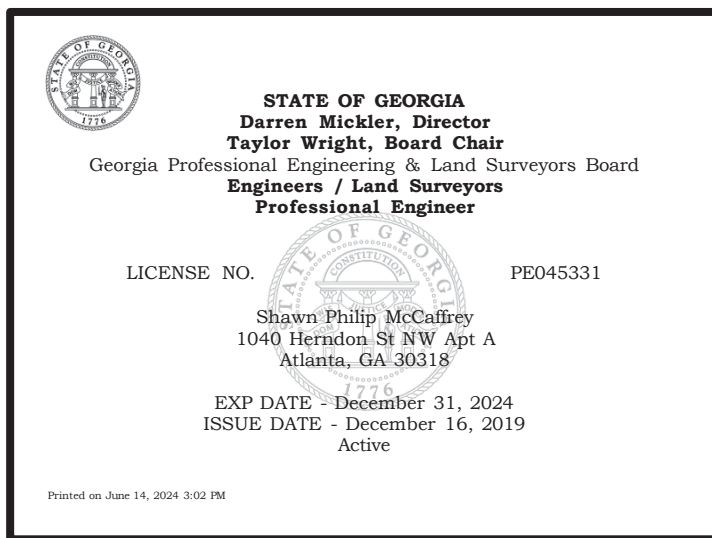
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STATE OF GEORGIA
COUNTY OF FULTON

form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror BenchMark Management, LLC is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

BenchMark Management, LLC

(BUSINESS NAME)

101 Marietta Street NW, Suite 2000,
Atlanta, Georgia 30303

(FULTON COUNTY BUSINESS ADDRESS)

President

(OFFICIAL TITLE OF AFFIANT)

Eskender Abebe

(NAME OF AFFIANT)

Eskender Abebe

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 12th day of June, 2024

Tanya D. Winfrey
(Notary Public)



Commission Expires: May 27, 2025
(Date)



CITY OF ATLANTA
55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name:	BENCHMARK MANAGEMENT, LLC.	Business Type(s):	541330 Engineering Services
Business Location:	101 Marietta ST NW 2000 ATLANTA, GA 30303	Mailing Address:	100 PEACHTREE ST NW STE 1900 ATLANTA, GA 30303
Owner:		License Type:	General Business License
License Number:	LGB-102298-2020	Classification:	Construction
Issued Date:	1/11/2024		
Expiration Date:	12/31/2024		

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE

EXHIBIT G
OFFICE OF CONTRACT COMPLIANCE
FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Eskender Abebe),
Name

President

BenchMark Management, LLC

Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Eskender Abebe TITLE: President

SIGNATURE: 

ADDRESS: 101 Marietta Street NW, Suite 2000, Atlanta, Georgia 30303

PHONE NUMBER: (404) 581-9656 EMAIL: eabebe@bmmlc.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name BenchMark Management, LLC
24RFP032724K-JA 2024 STANDBY ENGINEERING SERVICES
ITB/RFP Name & Number: FOR DEPARTMENT OF PUBLIC WORKS

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☐, is ☒ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☒ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☒ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
☒ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor: **\$ 342,984** Or **60** %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) **\$ 485,894**

Total Percentage of Certified Subcontractors: (%) **85%**

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: Eshun Mabe Title: President

Business or Corporate Name: BenchMark Management, LLC

Address: 101 Marietta Street NW, Suite 2000
Atlanta, Georgia 30303

Telephone: (404) 581-9656

Fax Number: (404) 581-0158

Email Address: eabebe@bmmlc.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

[illegible]

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2024

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 JLM Risk Management Group 1201 Peachtree St. NE Building 400, Suite 300 Atlanta GA 30361	CONTACT NAME: Joseph Moore PHONE (A/C, No, Ext): (404) 874-2929 FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER B : Progressive Insurance</td> <td></td> </tr> <tr> <td>INSURER C : Am Trust North America</td> <td></td> </tr> <tr> <td>INSURER D : CorRisk Insurance</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Colony Insurance Company	39993	INSURER B : Progressive Insurance		INSURER C : Am Trust North America		INSURER D : CorRisk Insurance		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Colony Insurance Company	39993														
INSURER B : Progressive Insurance															
INSURER C : Am Trust North America															
INSURER D : CorRisk Insurance															
INSURER E :															
INSURER F :															
INSURED Benchmark Management, LLC. 101 Marietta St, NW Suite 2000 Atlanta GA 30303															

COVERAGES**CERTIFICATE NUMBER:** CL244200006**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	103 GL 0027618-05	02/13/2024	02/13/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ Included	
							Blanket WOS	\$	
B	AUTOMOBILE LIABILITY	Y	Y	948429712	04/19/2024	04/19/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	ANY AUTO							BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 2,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			XS174163	02/13/2024	02/13/2025	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR	AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE								
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	KWC1347030	03/07/2024	03/07/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D	Professional Liability			PCL-00577-02	04/02/2024	04/02/2025	Each Claim	\$3,000,000	

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

Contract #24RFP032724K-JA.
 Contract Name: 2024 STANDBY ENGINEERING SERVICES For DEPARTMENT OF PUBLIC WORKS.

FULTON COUNTY GOVERNMENT is listed as additional insured on General Liability and Auto liability policy. Waiver of subrogation applies to General Liability, Auto & Workers Comp. policies. Included Primary and Non-contributory wording.

CERTIFICATE HOLDER**CANCELLATION**

FULTON COUNTY GOVERNMENT
 Attn: Purchasing and Contract Compliance Department
 130 PEACHTREE STREET, S.W
 SUITE 1168
 ATLANTA GA 30303

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2024

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 JLM Risk Management Group 1201 Peachtree St. NE Building 400, Suite 300 Atlanta GA 30361	CONTACT NAME: Joseph Moore PHONE (A/C, No, Ext): (404) 874-2929 FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER B: Progressive Insurance</td> <td></td> </tr> <tr> <td>INSURER C: Am Trust North America</td> <td></td> </tr> <tr> <td>INSURER D: CorRisk Insurance</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Colony Insurance Company	39993	INSURER B: Progressive Insurance		INSURER C: Am Trust North America		INSURER D: CorRisk Insurance		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Colony Insurance Company	39993														
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INSURER D: CorRisk Insurance															
INSURER E:															
INSURER F:															
INSURED Benchmark Management, LLC. 101 Marietta St, NW Suite 2000 Atlanta GA 30303															

COVERAGES**CERTIFICATE NUMBER:** CL244200006**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	103 GL 0027618-05	02/13/2024	02/13/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							Blanket WOS \$
B	AUTOMOBILE LIABILITY	Y	Y	948429712	04/19/2024	04/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 2,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XS174163	02/13/2024	02/13/2025	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	KWC1347030	03/07/2024	03/07/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			PCL-00577-02	04/02/2024	04/02/2025	Each Claim \$3,000,000

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

Contract #24RFP032724K-JA,
 Contract Name: 2024 STANDBY ENGINEERING SERVICES For DEPARTMENT OF PUBLIC WORKS.

FULTON COUNTY GOVERNMENT is listed as additional insured on General Liability and Auto liability policy. Waiver of subrogation applies to General Liability, Auto & Workers Comp. policies. Included Primary and Non-contributory wording.

CERTIFICATE HOLDER**CANCELLATION**

FULTON COUNTY GOVERNMENT Attn: Purchasing and Contract Compliance Department 130 PEACHTREE STREET, S.W SUITE 1168 ATLANTA GA 30303	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> </div>
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Certificate Of Completion

Envelope Id: 5ED0CF94E5D54385BFD099E6731EE8DF			Status: Completed
Subject: Please Sign 24RFP032724K-JA, Engineering On-Call Services for Public Works +BOC Date 9-4-24 24-0573			
Parcel ID:			
Source Envelope:			
Document Pages: 92	Signatures: 3	Envelope Originator:	
Certificate Pages: 5	Initials: 0	Janett L. Adams	
AutoNav: Enabled	Stamps: 1	141 Pryor Street	
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303	
		janett.adams@fultoncountyga.gov	
		IP Address: 73.237.244.225	

Record Tracking

Status: Original	Holder: Janett L. Adams	Location: DocuSign
9/12/2024 10:11:39 PM	janett.adams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events	Signature	Timestamp
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Patrick O'Connor	<div>DocuSigned by:</div> <div>Patrick O'Connor</div> <div>68048F0EDCEC451...</div>	Sent: 9/12/2024 10:18:00 PM
patrick.oconnor@fultoncountyga.gov		Viewed: 9/13/2024 8:18:34 AM
Security Level: Email, Account Authentication (None)		Signed: 9/13/2024 8:26:04 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 75.131.184.98	


Electronic Record and Signature Disclosure:
Accepted: 9/13/2024 8:18:34 AM
ID: fb94f44d-630b-4907-8e82-673925be946d

Nikki Peterson	Completed	Sent: 9/13/2024 8:26:08 AM
nikki.peterson@fultoncountyga.gov		Viewed: 9/13/2024 9:47:01 AM
Chief Deputy Clerk to the Board of Commissioners Fulton County Government		Signed: 9/13/2024 9:51:15 AM
Security Level: Email, Account Authentication (None)	Using IP Address: 68.208.197.4	

Electronic Record and Signature Disclosure:
Accepted: 11/27/2017 1:39:37 PM
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts	<div>Signed by:</div> <div>Robert L. Pitts</div> <div>14E1B4AA5F6A44A...</div>	Sent: 9/13/2024 9:51:18 AM
harriet.thomas@fultoncountyga.gov		Viewed: 9/13/2024 9:53:56 AM
Chairman		Signed: 9/13/2024 9:54:08 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 68.208.197.4	

Electronic Record and Signature Disclosure:
Accepted: 9/13/2024 9:53:55 AM
ID: ee162b07-c71d-49b0-93d4-8e2295ed99dd

Signer Events	Signature	Timestamp
<p>Tonya R. Grier</p> <p>tonya.grier@fultoncountyga.gov</p> <p>Clerk to the Commission</p> <p>Fulton County</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p> <p><i>Tonya R. Grier</i></p> <p>EEC476C4837648D...</p> 	<p>Sent: 9/13/2024 9:54:12 AM</p> <p>Viewed: 9/13/2024 9:55:45 AM</p> <p>Signed: 9/13/2024 9:55:56 AM</p>

Signature Adoption: Pre-selected Style

Using IP Address: 99.96.24.191

Electronic Record and Signature Disclosure:

Accepted: 3/16/2018 10:54:59 AM

ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

Janett L. Adams

janett.adams@fultoncountyga.gov

Assistant Purchasing Agent

Fulton County Government

Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 73.237.244.225

Signed using mobile

Sent: 9/13/2024 9:56:01 AM

Viewed: 9/13/2024 9:56:09 AM

Signed: 9/13/2024 9:56:44 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Dian DeVaughn</p> <p>dian.devaughn@fultoncountyga.gov</p> <p>Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	<p>Sent: 9/13/2024 9:56:49 AM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2024 10:18:01 PM
Certified Delivered	Security Checked	9/13/2024 9:56:09 AM
Signing Complete	Security Checked	9/13/2024 9:56:44 AM
Completed	Security Checked	9/13/2024 9:56:49 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.