

### **CONTRACT DOCUMENTS FOR**

Cooperative Agreement City of Atlanta Contract Number IFB-IF-APD-2311-1240151, Inspection and Repair Services for Helicopter For

**Fulton County Police Department** 

### **Contract Agreement**

This Agreement for Inspection and Repair Services for Helicopter is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and Rotor Resources, LLC., (Hiram, GA). hereinafter referred to as "Consultant." authorized to transact business in the State of Georgia.

### **Contract Documents**

County and Consultant agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of IFB-IF-APD-2311-1240151, Inspection and Repair Services for Helicopter
- III. Attachment A Scope of Services
- IV. Attachment B Compensation
- V. Exhibit 1 Certificate of Insurance
- VI. Exhibit 2 Georgia Security and Immigration Contractor Affidavit and Agreement

This Agreement was approved by the Fulton County Board of Commissioners on April 2, 2025, BOC#25-0268

### **Contract Term**

The term of the agreement will be effective upon BOC approval through December 31,2025.

### **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.

### <u>Indemnification</u>

Consultant shall indemnify the County and protect, defend, indemnity and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or

alleged act or omission of the Consultant, sub-consultants, anyone directly or indirectly employed by any firm or sub-consultant/subcontractors; or anyone for whose acts any of them may be liable in the performance of the Contract Services;

- b) Violation of any law, statue, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Consultant in the performance of Contract services; or
- c) Liens, claims or actions made by the Consultant or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Consultant, or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limitsof liability insurance requirements specified in this agreement.

#### <u>Insurance</u>

Consultant agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the IFB-IF-APD-2311-1240151, Inspection and Repair Services for Helicopter. Consultants agrees to maintain insurance coverage during the entire term of this Agreement. 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.

### **Notices**

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Consultant to: Chief of Police

Fulton County Police Department

Police Headquarters Atlanta, Georgia 30303 Attn: W. Wade Yates

Email: William.yates@fultoncountyga.gov

With a copy to: Chief Purchasing Agent

Department of Purchasing & Contract Compliance

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

Attn: Felicia Strong-Whitaker

Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to: CEO

Leigh W. Caffrey 69 Commodore Path Hiram, Ga 30141 Attn: Leigh W. Caffrey

Email: caffrey@bellsouth.net

### 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

**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:	CONSULTANT:
FULTON COUNTY, GEORGIA	ROTOR RESOURCES, LLC
Robert L. Pitts  Robert L. Pitts, Chairman	Leigh Caffrey  10950F8BDA5B4DB  Leigh VV. Cattrey
Fulton County Board of Commissioners	
ATTEST:	ATTEST:
Signed by:	
Tonya K. Grier  Clerk to the Commission Signed by:	Secretary/ Assistant Secretary
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
APPROVED AS TO FORM:	ATTEST:
Signed by:	Signed by:
Brad Bowman	Mindy drp
Office of the County Attorney	BC793A772BDA4E4
APPROVED AS TO CONTENT:	County: Polk
Signed by:	Commission Expires: July 30, 2027 Signed by:
W. vvade Yates, Chief of Police Fulton County Police Department	(Affix Notary Seal)
ITEM#: 25-0268 RCS: 04/02/2025	ITEM#: RM:
FIRST REGULAR MEETING	SECOND REGULAR MEETING

# ATTACHMENT A SCOPE OF SERVICES

The Consultant shall provide the following services:

 Removal and installation of helicopter engine to include overhaul/exchange Compressor with new impeller and overhaul/exchange includes Turbine.

# ATTACHMENT B COMPENSATION



169 Commodore Path Hiram, GA. 30141

Phone 770.874.0970 fax 770.874.7916

Authorized Service Center for MD Helicopters, Inc.

FAA Certified Repair Station No. 11RR014B

## Service Estimate

Date: <u>2/7/2025</u>	Customer:	Departmen		_ Contact:	Jared	l Olmstead	
Registration:	N3188Z	In reference to: _		Engine	overhaul		
Description of wor	k to be performed		QTY	Labor		Labor	
Labor removal installa			40.00	140.00		\$5,600.00	
Parts / Vendor rep	airs		Qty	Cost per unit	Total price parts		Freight
Overhaul exchange Co		npeller	1	\$111,000.00	\$111,000.00		\$750.00
Overhaul exchange Tu section	urbine with containme	nt ring and enhanced N2	1	\$222,000.00	\$222,000.00		\$750.00
Gearbox 2.5 bearing			1	\$3,097.18	\$3,097.18		
Field service remove a	and install compresso	r/turbine	1	\$4,554.00	\$4,554.00		
Consumables			5600.00	\$0.05	\$280.00		
Sub Totals					\$340,931.18	\$5,600.00	\$1,500.00
Total Estimate Am	nount			T	<u> </u> \$348,0	31.18	

Thank you for the opportunity to work with you. Please feel free to contact me if I can be of further assistance.

Sincerely, Paul Reese

### **EXHIBIT 1**

# CERTIFICATE OF INSURANCE





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

this certificate does not confer rig	gnts to the certificate holder in lieu of s	ucn enaors	ement(s).		
PRODUCER		CONTACT NAME:	Erin Huddleston		
AssuredPartners Aerospace 700 Gervais Street, Suite 200		PHONE (A/C, No, Ext)	: 803-404-6160	FAX (A/C, No):	
Columbia, SC 29201	0	E-MAIL ADDRESS:	DRESS: erin.huddleston@assuredpartners.com		
,			INSURER(S) AFFORDING COVERAG	E	NAIC#
		INSURER A:	Starr Indemnity & Liability Compar	у	38318
INSURED		INSURER B:			
169 Commodore Path		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 84725258		REVISION N	IUMBER:	
THIS IS TO CERTIFY THAT THE PO	ICIES OF INSURANCE LISTED BELOW HA	VE BEEN IS	SUED TO THE INSURED NAMED AF	OVE FOR THE POL	ICY PERIOD

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		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	✓	COMMERCIAL GENERAL LIABILITY	/		1000242505-01 ⠀	3/1/2025	3/1/2026	EACH OCCURRENCE	\$10,000,000
		CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$5,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
	✓	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$5,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY			100 0002013	2/8/2025	2/8/2026	✓ PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

Certificate holder is a "Additionally Insured" per the Coverage Form attached to this policy as respects the Commercial General Liability policy

CERTIFICATE HOLDER	CANCELLATION
l	I QUALILA ANV AE THE ADAME DESCRIPED DALICIES DE CA

Fulton County Policy Department 4701 Fulton Industrial Blvd. Atlanta GA 30336

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

Bernadette Manglaris

glaris Shandutte Mangluris

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### **EXHIBIT 2**

# GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENTS

STATE OF G		
COUNTY OF	Paulding	

# 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 services<sup>1</sup> under a contract with Rotor Resources, LLC on behalf of Fulton County on behalf of Fulton County program\*,<sup>2</sup> 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.

102397

EEV/Basic Pilot Program* User Identification Number  Leigh Caffrey
er of Agent (Insert Contractor Name)
C.E.O.
Title of Authorized Officer or Agent of Contractor
Leigh Caffrey
Printed Name of Authorized Officer or Agent
Sworn to and subscribed before me this 3 day of _April, 20_25.
Notary Public: Mindy lip
County: Polk Signed by:
Commission Expires: July 30, 2027

<sup>&</sup>lt;sup>1</sup>O.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.

<sup>&</sup>lt;sup>2\*</sup>[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].