



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22RFP134460K-JAJ

**Professional Services for Airport Consulting and
Engineering Services
Design/Engineering/Construction**

For

Department of Public Works

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

- EXHIBIT A: GENERAL CONDITIONS
- EXHIBIT B: SCOPE OF WORK
- EXHIBIT C: PROJECT DELIVERABLES
- EXHIBIT D: COMPENSATION
- EXHIBIT E: PURCHASING FORMS
- EXHIBIT F: CONTRACT COMPLIANCE FORMS
- EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS

APPENDICES

APPENDIX 1: Five (5) Year Capital Improvement Program

CONTRACT AGREEMENT

Consultant: **Michael Baker, international**

Contract No.: **22RFP134460K-JAK**

Address: **420 Technology Parkway, Suite 150**
City, State **Peachtree Corners, GA 30092**

Telephone: **678-966-6620**

Email: **quintin.watkins@mbakerintl.com**

Contact: **Quintin Watkins, PE**
Vice President/Office Executive

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Michael Baker International, Inc.**, 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 design, engineering and construction services for updating, modifying and implementing the Capital Improvement Program at the Fulton County executive airport, 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; (N/A)
- 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 December 7, 2022, Item # 22-0947.

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 design, engineering and construction services for updating, modifying and implementing the Capital Improvement Program at the Fulton County executive airport. 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 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 the 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.

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 January 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. 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 four (4) 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, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Third 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 Fourth 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 9. 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 **Seven Hundred Fifteen Thousand Dollars and Zero Cents (\$715,000.00)** , 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 there of, 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**

22.1 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/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor 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/Contractor 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/Contractor.

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/Contractor 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/Contractor 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/Contractor 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/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 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/Contractor, 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/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor'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/Contractor (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/Contractor 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/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 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/Contractor 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/Contractor) 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/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor'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/Contractor has complied with all of Consultant/Contractor'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/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor 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/Contractor 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:

Jonathan Gauthier
3977 Aviation Circle
Atlanta, Georgia 30336
Telephone: 404-613-4205
Email: jonathan.gauthier@fulotncountyga.gov
Attention: **Jonathan Gauthier**

With a copy to:

Department of Purchasing & Contract Compliance
Felicia Strong-Whitaker, Director
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:

Michael Baker International, Inc.
420 Technology Parkway, Suite 150
Peachtree Corners, GA 30092
Telephone: 678-966-6620
Email: quintin.watkins@mbakerintl.com
Attention: **Quintin Watkins, PE**

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:

CONSULTANT:

FULTON COUNTY, GEORGIA

MICHAEL BAKER INTERNATIONAL, INC.

DocuSigned by:

Robert L. Pitts

DocuSigned by:

Quintin Watkins

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Quintin Watkins, PE
Vice President/Office Executive

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

DocuSigned by:

Angela R Logan

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

~~APPROVED AS TO FORM:~~

ATTEST:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Department of Public Works

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: <u>22-0947</u> RM: <u>12/7/2022</u> REGULAR MEETING
--	---

ADDENDA



Date: July 13, 2022

Project Number: 22RFP134460K-JAJ

Project Title: Professional Services Airport Consulting/ Engineering Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. _1_

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2.2 of the RFP

- Clarification:

The documents required per Section 3.2.2 should be submitted in the Contract Compliance envelope and should be submitted in the order cited in the RFP.

This is to acknowledge receipt of Addendum No1. day of July 13, 2022.

Michael Baker International, Inc.
Legal Name of Bidder/Proposer

A handwritten signature in blue ink, appearing to read "Quintin Watkins", is written over a horizontal line.

Signature of Authorized Representative

Quintin Watkins, PE - Vice President/Office Executive
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall:

3.3.1 Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents.

3.3.2 Perform Design, Bidding and Negotiation, Construction Administration, and Resident Inspection Services.

3.3.3 Assist with DBE Program Overall Goal Updates / Program Administration.

3.3.4 Construct/Rehabilitate Airfield Drainage Systems.

3.3.5 Construct/Rehabilitate Airfield Pavement, Lighting, and NAVAIDs/ILS Improvements.

3.3.6 Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance).

3.3.7 Construct/Rehabilitate Airport Roadways and Parking Lots.

3.3.8 Install/Upgrade Airport Fencing and Security Systems.

3.3.9 Obstruction Removal

3.3.10 Improve Runway/Taxiway Safety Areas/Object Free Areas

3.3.11 Land Acquisition

3.3.12 Such other airport-related engineering work as the Fulton County Executive Airport may deem necessary.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Project deliverables will be agreed upon when proposals are developed by the Consultant and approved by the Fulton County Public Works Department culminating in task orders issued by the Fulton County Public Works Department.

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 \$715,000.00. The detailed billing rates are provided on the succeeding page:

Cost Proposal Summary Form

The Proposer is required to complete all the Cost Proposal Forms provided.

SCHEDULE OF FEES

STAFFING POSITION	Direct Salary		Burden Multiplier	Total Salary		OH	Profit	Billing Rate
	Expense (DSE) per Hour			per Hour				
	\$	X	=	X	X	=		
Principal	\$99.04		1.4279	\$141.42	1.5235	1.10	\$237.00	
Project Manager I	\$86.50		1.4279	\$123.52	1.5235	1.10	\$207.00	
Project Manager II	\$57.67		1.4279	\$82.35	1.5235	1.10	\$138.00	
Senior Project Manager	\$89.85		1.4279	\$128.29	1.5235	1.10	\$215.00	
Environmentalist	\$70.21		1.4279	\$100.25	1.5235	1.10	\$168.00	
Senior Planner	\$82.74		1.4279	\$118.15	1.5235	1.10	\$198.00	
Senior Engineer	\$64.77		1.4279	\$92.49	1.5235	1.10	\$155.00	
Senior Architect	\$64.77		1.4279	\$92.49	1.5235	1.10	\$155.00	
Engineer I	\$57.67		1.4279	\$82.35	1.5235	1.10	\$138.00	
Engineer II	\$46.80		1.4279	\$66.83	1.5235	1.10	\$112.00	
Planner	\$57.67		1.4279	\$82.35	1.5235	1.10	\$138.00	
Planner II	\$46.80		1.4279	\$66.83	1.5235	1.10	\$112.00	
Architect	\$57.67		1.4279	\$82.35	1.5235	1.10	\$138.00	
Registered Surveyor	\$70.62		1.4279	\$100.84	1.5235	1.10	\$169.00	
Surveyor	\$44.30		1.4279	\$63.25	1.5235	1.10	\$106.00	
2-Person Survey Crew	\$66.45		1.4279	\$94.88	1.5235	1.10	\$159.00	
3-Person Survey Crew	\$78.98		1.4279	\$112.78	1.5235	1.10	\$189.00	
GPS Crew	\$57.67		1.4279	\$82.35	1.5235	1.10	\$138.00	
Senior CADD/Design Technician	\$48.48		1.4279	\$69.22	1.5235	1.10	\$116.00	
Senior CADD/Design Technician II	\$34.27		1.4279	\$48.93	1.5235	1.10	\$82.00	
Contract Administrator I	\$37.61		1.4279	\$53.70	1.5235	1.10	\$90.00	
Administrative Assistant II	\$32.18		1.4279	\$45.95	1.5235	1.10	\$77.00	
Designer	\$63.10		1.4279	\$90.10	1.5235	1.10	\$151.00	
Biologist	\$57.67		1.4279	\$82.35	1.5235	1.10	\$138.00	
Public Involvement Specialist	\$53.91		1.4279	\$76.98	1.5235	1.10	\$129.00	
Aeronautical Forecasting Specialist	\$53.91		1.4279	\$76.98	1.5235	1.10	\$129.00	
Photographer	\$48.48		1.4279	\$69.22	1.5235	1.10	\$116.00	
Copywriter	\$50.57		1.4279	\$72.20	1.5235	1.10	\$121.00	
Website Developer	\$59.34		1.4279	\$84.73	1.5235	1.10	\$142.00	

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]** Michael Baker International, Inc. 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.

1347287
EEV/Basic Pilot Program* User Identification Number

Quintin Watkins Michael Baker International, Inc.

BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President/Office Executive
Title of Authorized Officer or Agent of Contractor

Quintin Watkins, PE
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 4th day of August, 2022.

Notary Public: *Kristen DeMita*

County: Fulton County

Commission Expires: February 21, 2023



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].

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**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]** Michael Baker International, Inc. 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.

461831
EEV/Basic Pilot Program* User Identification Number

L. Katelyn Henry
BY: Authorized Officer of Agent
(Aulick Engineering, LLC)

Vice President/Managing Member
Title of Authorized Officer or Agent of Subcontractor

L. Katelyn Henry
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 28th day of July, 2022

Alicia M. Brown
(Notary Public) (Seal)



Commission Expires: December 13, 2023
(Date)

ALICIA M. BROWN
Notary Public, State of South Carolina
My Commission Expires 12/13/2023

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].

**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]** Michael Baker International, Inc. 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.

237294
EEV/Basic Pilot Program* User Identification Number

[Signature] Corporate Environmental Risk Management, LLC

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

CEO & President
Title of Authorized Officer or Agent of Subcontractor

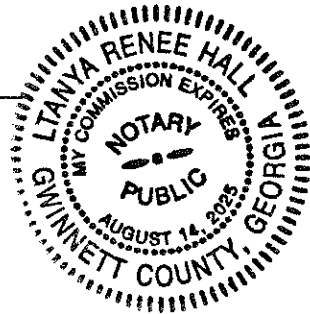
Albert G. Edwards
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 27th day of July, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires: 8/14/2025 (Date)



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].

**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]** Michael Baker International, Inc. 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.

205005
EEV/Basic Pilot Program* User Identification Number

Goode Van Slyke Architecture
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Managing Partner
Title of Authorized Officer or Agent of Subcontractor
Christopher Goode
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 26 day of July, 2022

Crystal R Genter
(Notary Public) (Seal)



Commission Expires: April 21, 2025
(Date)

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].

**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]** Michael Baker International, Inc. 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.

55324
EEV/Basic Pilot Program* User Identification Number

Mosunmola Solebo KEY Engineering Group
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President
Title of Authorized Officer or Agent of Subcontractor

Mosunmola Solebo
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 21st day of July, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires: December 16, 2025
(Date)



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].

**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]** Michael Baker International, Inc. 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.

124398
EEV/Basic Pilot Program* User Identification Number

M.D.J.

BY: Authorized Officer of Agent
(Insert Subcontractor Name) **NOVA Engineering & Environmental, LLC**

Principal
Title of Authorized Officer or Agent of Subcontractor

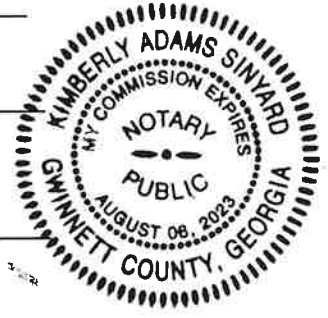
Marc D. Johnston, PE
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 25 day of July, 2022

Kim Shepard
(Notary Public) (Seal)

Commission Expires: 08-08-2023
(Date)



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].

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.

Please see attached response.

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.

Please see attached response.

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.

Michael Baker International, Inc., is not aware of any employee, agent or representative with a business relationship as described above.

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 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 4th day of August, 2022

Michael Baker International, Inc. 8/4/2022
(Legal Name of Proponent) (Date)

Quint B. Wood 8/4/2022
(Signature of Authorized Representative) (Date)

Vice President/Office Executive
(Title)

Sworn to and subscribed before me,

This 4th day of August, 2022

Kristen DeMita
(Notary Public) (Seal)



Commission Expires February 21, 2023
(Date)

Form C: Offeror's Disclosure Form and Questionnaire**Response to Question 1 - Officer and Director Names**

Thomas J. Campbell	Chairman
Brian A. Lutes	President & Chief Executive Officer
Leanna Anderson	Executive Vice President & Chief Communications & Marketing Officer
Daniel Kieny	Executive Vice President & President, Consulting and Technology Solutions
James Koch	Executive Vice President & President, Federal Programs and Services
Penny Mercadante	Executive Vice President & Chief Human Resources Officer
John Tedder	Executive Vice President & Chief Legal Officer & Secretary
Kenton Zinn	Executive Vice President & President, Infrastructure
John Alberghini	Senior Vice President & National Market Lead – Navy
Jeffrey Baker	Senior Vice President & Office Executive
Steven Barber	Senior Vice President & Office Executive
Jeffrey Clevenger	Senior Vice President & National Practice Lead – Design Build
John Dietrick	Senior Vice President & Program Manager
Malcolm Dougherty	Senior Vice President & Regional Director & Assistant Secretary
Beth Drylie	Senior Vice President & Regional Market Lead – Federal Markets
Eric Frary	Senior Vice President & Office Executive
Andrew Gluck	Senior Vice President & Regional Director
George Guszczka	Senior Vice President & National Director – Federal Programs and Services
Magdy Hagag	Senior Vice President & Regional Director
Todd Heino	Senior Vice President & SVP Business Development
John Hurley	Senior Vice President & National Market Lead – Army
Brian Kozy	Senior Vice President & National Practice Lead – Bridge
Beth Larkin	Senior Vice President & Office Executive
David Leach	Senior Vice President & National Market Lead – Federal Civilian Programs
Brian May	Senior Vice President & National Market Lead – Air Force
Thomas Montgomery	Senior Vice President & Regional Director
Carlo Morgano	Senior Vice President & Chief Information Officer
Fredrick Muncy	Senior Vice President & Operations Manager – Water
Darren Riegler	Senior Vice President & Area Executive & Assistant Secretary
Michael Tylman	Senior Vice President & Technical Manager – Land Development
Nicolaas Veraart	Senior Vice President & National Practice Lead – Planning
Derek Vogelsang	Senior Vice President & SVP, Applied Technology
John Walsh	Senior Vice President & Regional Director
Cory Wilder	Senior Vice President & Office Executive
Thomas Zagorski	Senior Vice President & National Practice Lead, Construction Services
Christopher Alberts	Vice President & Office Executive
Michael Arens	Vice President & Office Executive
Mohamed Amin Bagha	Vice President & Regional Practice Lead – Water
Robert Balanti	Vice President & VP Human Resources
William Balentine	Vice President & Office Executive
Kranti Bandi	Vice President & National Applications Development Director
Richard Beck	Vice President & Practice Executive – Planning and GIS

James Bell	Vice President & Technical Director
Jill Bell	Vice President & VP, SSC & Treasurer
Jeffrey Bergsten	Vice President & Director – Planning, Traffic/ITS, Civil and Environmental
Tanya Bilezikjian	Vice President & Office Executive
Jason Bivens	Vice President & VP DATAMARK
Paula Boardman	Vice President & CTS PMO Director
Kirsten Bowen	Vice President & National Director – Rail & Transit
Albert Bowman	Vice President & Office Manager
Elizabeth Bradford	Vice President & VP, National Resilience Lead
Jeff Broadwater	Vice President & Office Executive
Bradley Brown	Vice President & Office Executive
Michael Bruz	Vice President & Practice Executive – Infrastructure
MaryAnne Buvens	Vice President & Business Developer – National Market - Federal Civilian
Genevieve Cahill	Vice President & Business Developer
Joseph Catalano	Vice President & Office Executive
Ronald Chaffin	Vice President & Practice Executive – Architecture
Joseph Danyo	Vice President & Chief Engineer
David Dawson	Vice President & Director, Business Systems & Analytics
Kristy DeChicchis	Vice President & Director, Proposal Development
Scott Delesdernier	Vice President & Office Executive
Alison Detar	Vice President & Vice President – Marketing
Patricia Dunaway	Vice President & Office Executive
Ralph Eberhardt	Vice President & Office Executive
U S Grant Ervin	Vice President & National Geospatial Services Director
Kurt Fritz	Vice President & Office Executive
Amanda Furr	Vice President & Office Executive
Joseph Gardiner	Vice President & Director – Construction Services
Steven Gravlin	Vice President & Office Executive
Dale Gray	Vice President & Office Executive
Lydia Grose	Vice President & Office Executive
Matthew Guard	Vice President & VP Health and Safety
Russell Hall	Vice President & Office Executive
Mary Jo Hamman	Vice President & Office Executive
John Harris	Vice President & Technical Manager – Water
Dwain Hathaway	Vice President & Office Executive
James Haughey	Vice President & Department Manager – Land Development
Leslie Hopper	Vice President & Regional Practice Lead – Transportation
Steven Huff	Vice President & VP Business Development – West Region
Keith Jones	Vice President & Divisional CFO
Jeremy Jurick	Vice President & National Broadband Services Director
Mark Kistler	Vice President & Regional Practice Lead – Aviation
Kyle Kramer	Vice President & Office Executive
Kevin Kugler	Vice President & Director – Planning
Devendra Kumar	Vice President & VP, Digital Transformation & Operations
Patrick Leach	Vice President & Practice Executive - Construction Services

David Liebgold	Vice President & Office Executive
Trudi Lim	Vice President & Office Executive
Michael Lincheck	Vice President & Practice Executive – Planning
Timothy Little	Vice President & Operations Manager – Infrastructure
Stephanie Long	Vice President & VP, Financial Planning & Analysis & Interim Chief Financial Officer
Benjamin Matthews	Vice President & National Market Lead – Federal Civilian
Alicia McConnell	Vice President & National Aerial Technologies Director
Saul Mellman	Vice President & Director – Transportation
John Mentz	Vice President & Operations Manager
Bradley Mielke	Vice President & Business Developer – Structures
Peter Minegar	Vice President & Office Executive
Kenneth Mobley	Vice President & Office Executive
Aaron Morris	Vice President & CTS Operations Director
Lois Muller	Vice President & Program Manager
John Nagle	Vice President & Department Manager – Water
Randal Nelson	Vice President & Director – Architectural Engineering
Angela Nocera	Vice President & National Market Lead - Army
Brian Oliver	Vice President & Project Manager – Land Development
Kevin Owens	Vice President & National Market Lead – DOE
Lorna Parkins	Vice President & Office Executive
Brian Peiritsch	Vice President & VP Corporate Communications
Douglas Peterson	Vice President & Office Executive
Sarat Peyyeti	Vice President & Office Executive
Adam Phillips	Vice President & Chief Accounting Officer & Assistant Treasurer
Robert Pitchford	Vice President & Office Executive
Jeffrey Polenske	Vice President & Office Executive
James Porter	Vice President & Office Executive
Stephen Pouliot	Vice President & Office Executive
Philip Quillin	Vice President & Office Executive
David Reel	Vice President & Regional Practice Lead – Planning
Brian Rider	Vice President & VP Talent Acquisition
Alfonso Riera	Vice President & Regional Market Lead – Army
Thomas Ritz	Vice President & Regional Practice Lead – Bridge
Joseph Romano	Vice President & Regional Practice Lead – Bridge
Jerome Ruddins II	Vice President & Department Manager – Construction Management
Jade Rung	Vice President & National Market Lead – Inter-Agency
Brian Russell	Vice President & Office Executive
Joseph Salvadori	Vice President & Practice Executive – Bridge
Steven Savich	Vice President & Practice Executive – Land Development and Infrastructure
Nasser Seyedmadani	Vice President & Office Executive
Mohiuddin Shaik	Vice President & Office Manager
Jonathan Shimko	Vice President & Practice Executive - Water
Raymond Shrift	Vice President & Director – Contracts and Procurement & Assistant Secretary
Victor J Siaurusaitis	Vice President & Business Developer – Transportation
Peter Sipes	Vice President & Office Executive

Leland Spicer	Vice President & Divisional CFO
Michael Stengel	Vice President & Office Executive
Aaron Stover	Vice President & Regional Practice Lead – Bridge
Lori Stump	Vice President & Divisional CFO
Christopher Tagert	Vice President & Regional Practice Lead – Water
John Tanner III	Vice President & Director of Land Development
Scott Taylor	Vice President & Project Manager – Water
Timothy Thiele	Vice President & Office Executive
Andrew Thomas	Vice President & VP Design Build Delivery
Helen Tison	Vice President & Office Executive
Don Treude	Vice President & Business Developer
John Tricini	Vice President & Practice Executive – Transportation
Lawrence Truman	Vice President & Department Manager – Survey/Mapping
David Tudryn	Vice President & Regional Practice Lead – Architecture
Philip Walker	Vice President & Regional Practice Lead – Bridge
James Waters	Vice President & Chief Information Security Officer & Enterprise Architect
Quintin Watkins	Vice President & Office Executive
Kirk Weaver	Vice President & VP, Director of Process Improvement
Laura Weis	Vice President & Regional Practice Lead – Planning
Craig Wenger	Vice President & Office Executive
Stephen Wragg	Vice President & Department Manager – Planning
James Yeager	Vice President & Director – Transportation
Darcie Zeliesko	Vice President & VP Talent Management
Carmelo Acevedo	Associate Vice President & Technical Consultant – Director of Transportation
Angela Adam	Associate Vice President & Proposal Manager
Kevin Anderson	Associate Vice President & Office Executive
Michael Anderson	Associate Vice President & Technical Manager – GIT
Allison Andrews	Associate Vice President & Director – Emergency Management and Response
Alan Ashimine	Associate Vice President & Project Manager – Planning
Douglas Barker	Associate Vice President & Project Manager – A/E
John Bellas	Associate Vice President & Department Manager – Environmental
Jessica Belowich	Associate Vice President & Department Manager – Traffic
Joseph Bennett	Associate Vice President & Department Manager
Joseph Blickenderfer	Associate Vice President & Department Manager – Energy/Telecom
Mark Bodily	Associate Vice President & Project Manager – Electrical Design
Richard Bonelli	Associate Vice President & Project Manager – Civil
Justin Bouscher	Associate Vice President & Department Manager – Bridge
Christina Brickner	Associate Vice President & Director
Pernille Buch-Pedersen	Associate Vice President & Director - Emergency Management and Response
Todd Buckner	Associate Vice President & Department Manager – Roadway
Michael Butters	Associate Vice President & Department Manager – Transportation
Ashley Buzzeo	Associate Vice President & Product Director
Christopher Caputi	Associate Vice President & Technical Manager – Environmental Compliance
Paul Carson	Associate Vice President & Technical Manager – Oil and Gas
Karin Cartwright	Associate Vice President & Sr Business Systems Analyst

Sarah Cathcart	Associate Vice President & Business Developer
Jessica Chambers	Associate Vice President & Director – Engineering Applications
Richard Chisolm	Associate Vice President & Office Manager
Derek Christianson	Associate Vice President & Project Manager – Highway
Fatma Ciloglu	Associate Vice President & Department Manager – Geotechnical
Dayle Coburn	Associate Vice President & Design Build – Senior Manager
Kenneth Collins	Associate Vice President & Director – Transportation
Christopher Conrad	Associate Vice President & Department Manager – Cost Management
Jeremy Curtis	Associate Vice President & Department Manager – Transportation
Gracia de la Pena	Associate Vice President & Department Manager – Pipelines
Collin Dey	Associate Vice President & Department Manager
Jamie Dodd	Associate Vice President & Database Manager
Leanne Doran	Associate Vice President & Director – Public Engagement
Craig Dupstadt	Associate Vice President & Director Federal Contracts
Sarmad Farjo	Associate Vice President & Department Manager – Municipal Engineering
David Fekete	Associate Vice President & CTS Program Manager
John Craig Fennell	Associate Vice President & Department Manager – Planning and Urban Design
Kathryn Field	Associate Vice President & CTS Program Manager
Gavin Fitzsimmons	Associate Vice President & Project Manager – Building Design
Mary Flynn	Associate Vice President & Department Manager – Construction Services
LouAnn Fornataro	Associate Vice President & Technical Manager
James A Frazier	Associate Vice President & Department Manager – Transportation Planning
David Frey	Associate Vice President & Director – Transportation
Christopher Friel	Associate Vice President & Public Safety GIS Market Maker
Sylvester Fryc	Associate Vice President & Department Manager – Highway
Laurence Gale	Associate Vice President & Department Manager – Environmental
Robert Hans	Associate Vice President & Office Executive
Kyle Harper	Associate Vice President & Department Manager – Transportation
Diana Hartman	Associate Vice President & Director – Planning
Max Heckman	Associate Vice President & Project Manager – Planning
Jared Heiner	Associate Vice President & Department Manager – Land Development
Gary Heisler	Associate Vice President & Department Manager – Water
J Brad Homan	Associate Vice President & Regional Aviation Lead
William Hoose	Associate Vice President & Office Executive
Michele Horak	Associate Vice President & Business Developer
Angela Howell	Associate Vice President & Department Manager – Construction Inspection
Chadwick Huffines	Associate Vice President & Office Executive
Kevin James	Associate Vice President & Director – Highway
Carl V Jeffreys	Associate Vice President & Program Manager
Don Joiner	Associate Vice President & Department Manager – Environmental Compliance
Philip Jufko	Associate Vice President & Director – Aviation Planning
Chadi Karam	Associate Vice President & Department Manager – Civil
Nagnath Kasbekar	Associate Vice President & Department Manager – Structures
James Katsafanas	Associate Vice President & National Connected and Automated Vehicle Technology Director
Fareeha Kibriya	Associate Vice President & Department Manager – Planning

William Kontess	Associate Vice President & Project Manager – Architecture
William Kristoff	Associate Vice President & Department Manager – Bridge & Tunnel Inspection
Elizabeth Krousel	Associate Vice President & Technical Manager – Civil
Michael Kuchera	Associate Vice President & Director – Architecture
Edward La Guardia	Associate Vice President & National Director – Rail & Transit
William Lindenbaum	Associate Vice President & Office Executive
Bradley Losey	Associate Vice President & Department Manager – Surface Water
Marc Luiken	Associate Vice President & Department Manager – Transportation
Rebecca Lyne	Associate Vice President & Director – QA/QC
Gary Madey	Associate Vice President & Department Manager – Construction Services
Sirish Madichetti	Associate Vice President & Department Manager – Water
Joseph Maiorana	Associate Vice President & Department Manager – Construction Management
Jeffrey May	Associate Vice President & Office Manager
Tammy McAllister	Associate Vice President & Global Payroll Manager
Jeffrey McClure	Associate Vice President & Director Project Delivery Excellence
Paul McGuinness	Associate Vice President & New England Chief Engineer
Carlos Mendoza	Associate Vice President & Department Manager – Water
David Mercier	Associate Vice President & Department Manager – Water Quality
Michael Meyer	Associate Vice President & Assistant General Counsel
Regan Miller	Associate Vice President & Director of Business Development
Bryan Mouser	Associate Vice President & Director – Transportation
Robert Murphy	Associate Vice President & Director Business Development
Robert Myers	Associate Vice President & Business Developer
Sunita Nadella	Associate Vice President & Transportation Market Lead
Muthukumar Narayanaswamy	Associate Vice President & Operations Manager – Innovation
Mark J Nellas	Associate Vice President & Manager – Enterprise Resource Planning Applications
Tracy Nelson	Associate Vice President & Department Manager – Planning
Terry Ogle	Associate Vice President & Project Manager – Transportation
Pawel Paszczuk	Associate Vice President & Project Manager – Architecture
Janine Pelekoudas	Associate Vice President & Director – Proposal Development
Joseph Pirilla	Associate Vice President & Director – Financial Planning & Analysis
Kristen Podnar	Associate Vice President & Department Manager – Water
Matthew Ponce	Associate Vice President & Department Manager – Aviation
William Pope	Associate Vice President & Department Manager – Land Development
Thomas Porter	Associate Vice President & Director – Toll Roads
Hans Probst	Associate Vice President & Department Manager – Program Management
R Scott Quast	Associate Vice President & Operations Manager – Water
Brandon Reyes	Associate Vice President & Department Manager – Transportation
Rachael Richter	Associate Vice President & Department Manager – Planning
Jeffrey Roberts	Associate Vice President & Office Manager
Amy Ross	Associate Vice President & Proposal Manager
Steven Ross	Associate Vice President & Department Manager – Architecture
Oscar Rucker	Associate Vice President & Technical Manager – Right of Way
Nabaz Saieed	Associate Vice President & Department Manager – Transportation
Momcilo Savovic	Associate Vice President & Department Manager – Water Resources

Curtis Schaffner	Associate Vice President & Assistant General Counsel
Jon Schelkoph	Associate Vice President & Department Manager – Highway
Sonja Simpson	Associate Vice President & Office Executive
Steven Slocum	Associate Vice President & Department Manager – Survey/Mapping
Andrew Smart	Associate Vice President & Business Developer
Gregory Smay	Associate Vice President & Director of Tax
Paul Snead	Associate Vice President & Office Manager
Joseph Snyder	Associate Vice President & Department Manager – Aviation
Eric Spangler	Associate Vice President & Department Manager – Transportation
Joshua Sprowls	Associate Vice President & Director – Architectural Engineering
Christopher Stanford	Associate Vice President & Project Manager – Transportation
Robert Stark	Associate Vice President & Project Manager – Environmental
David Stephens	Associate Vice President & Tech Consultant II PT-Temp
Matthew Stewart	Associate Vice President & Department Manager – Program Management
Leigh Tewinkle	Associate Vice President & Director – PMO
Daniel Thornhill	Associate Vice President & Office Executive
Julie Thurman	Associate Vice President & Director – Transportation
Eddie Torres	Associate Vice President & Department Manager – Planning
John Trapp	Associate Vice President & Department Manager – Water Quality
Troy Truax	Associate Vice President & Director – Planning
Colleen Turner	Associate Vice President & Senior Project Manager – Planning
Spencer Uminski	Associate Vice President & Department Manager – Building Design (CSA)
Marc Violet	Associate Vice President & Department Manager – Traffic
Lori Wade	Associate Vice President & Department Manager – Water
Martin Wade	Associate Vice President & Department Manager - Planning
Lance Wanamaker	Associate Vice President & Department Manager – Aviation
Scott Wardle	Associate Vice President & Department Manager – Construction Services
Albert Warot	Associate Vice President & Technical Manager – Planning
Nicole Whitehead	Associate Vice President & Director – Learning & Development
Dawn Wilson	Associate Vice President & Department Manager – Transportation Planning
Kenneth Wing	Associate Vice President & Department Manager – Transportation
Katherine Wrenshall	Associate Vice President & Assistant General Counsel
Denise McNamara	Assistant Secretary
Angela R. Logan	Assistant Secretary
Terri A. Vojnovich	Assistant Secretary
Pam Warfield	Assistant Secretary

Form C: Offeror's Disclosure Form and Questionnaire

Responses to Question 1 – Office Locations

Alabama

11 North Water Street
Suite 14290
Mobile, AL 36602

Alaska

3900 C Street
Suite 900
Anchorage, AK 99503

3605 Cartwright Court
Suite 200
Fairbanks, AK 99709

Arizona

2929 North Central Avenue
Suite 800
Phoenix, AZ 85012

Arkansas

900 Southeast 5th Street
Suite 20
Bentonville, AR 72712

8471 Hwy 49 N.
Brookland, AR 72417

101 South Spring Street
Suite 100
Little Rock, AR 72201

California

5050 Avenida Encinas
Suite 260
Carlsbad, CA 92008

3760 Kilroy Airport Way
Suite 270
Long Beach, CA 90806

801 South Grand Avenue
Suite 250
Los Angeles, CA 90017

505 14th Street
Suite 900
Oakland, CA 94612

3536 Concourse Street
Suite 100
Ontario, CA 91764

75-410 Gerald Ford Drive
Suite 100
Palm Desert, CA 92211

3100 Zinfandel Drive
Suite 125
Rancho Cordova, CA 95670

9755 Clairemont Mesa Boulevard
Suite 100
San Diego, CA 92124

5 Hutton Centre Drive
Suite 500
Santa Ana, CA 92707

40810 County Center Drive
Suite 200
Temecula, CA 92591

2945 Townsgate Road
Suite 200
Thousand Oaks, CA 91361

500 Ygnacio Valley Road
Suite 300
Walnut Creek, CA 94596

Colorado

165 South Union Boulevard
Suite 1000
Lakewood, CO 80228

Connecticut

500 Enterprise Drive
Suite 2B
Rocky Hill, CT 06067

Florida

12740 Gran Bay Parkway West
Suite 2110
Jacksonville, FL 32258

200 South Orange Avenue
Suite 1050
Orlando, FL 32801

2316 Killearn Center Boulevard
Suite 201-A
Tallahassee, FL 32309

4211 West Boy Scout Boulevard
Suite 500
Tampa, FL 33607

515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401

Georgia

2520 Northwinds Parkway
Suite 295
Alpharetta, GA 30009

420 Technology Parkway
Suite 150
Norcross, GA 30092

Idaho

2004 Jennie Lee Drive
Idaho Falls, ID 83404

Illinois

200 West Adams Street
Suite 1800
Chicago, IL 60606

401 Main Street
Suite 110
Peoria, IL 61602

Indiana

3815 River Crossing Parkway
Suite 20
Indianapolis, IN 46240

Kentucky

1650 Lyndon Farm Court
Suite 101
Louisville, KY 40223

Louisiana

2600 Citiplace Drive
Suite 450
Baton Rouge, LA 70808

Maryland

1306 Concourse Drive
Suite 500
Linthicum, MD 21090

Massachusetts

125 Cambridgepark Drive
Suite 502
Cambridge, MA 02140

Michigan

835 Mason Street
Suite A290
Dearborn, MI 48124

Minnesota

120 South Sixth Street
Suite 1710
Minneapolis, MN 55402

Mississippi

2113 Government Street
Suite D3
Ocean Springs, MS 39564

310 New Pointe Drive
Ridgeland, MS 39157

Nevada

1120 North Town Center Drive
Suite 220
Las Vegas, NV 89144

5470 Kietzke Lane
Suite 300 PMB#205
Reno, NV 89511

New Jersey

300 American Metro Boulevard
Suite 154
Hamilton, NJ 08619

One Gateway Center
Suite 1601
Newark, NJ 07102

New York

225 West 34th Street
Suite 1304
New York, NY 10122

50 Main Street
Suite 960
White Plains, NY 10606

North Carolina

797 Haywood Road
Suite 201
Asheville, NC 28806

8000 Regency Parkway
Suite 600
Cary, NC 27518

15801 Brixham Hill Avenue
Suite 430
Charlotte, NC 28277

200 Centreport Drive
Suite 350
Greensboro, NC 27409

4321 Fayetteville Road
Lumberton, NC 28358

Ohio

101 Cleveland Avenue
Suite 106
Canton, OH 44702

1502 Vine Street
Suite 200
Cincinnati, OH 45202

1111 Superior Avenue East
Suite 2300
Cleveland, OH 44114

250 West Street
Suite 420
Columbus, OH 43215

Pennsylvania

645 West Hamilton Street
Suite 206
Allentown, PA 18101

500 Grant Street
Suite 5400
Pittsburgh, PA 15219

500 Office Center Drive
Suite 210
Fort Washington, PA 19034

4431 North Front Street
Suite 200
Harrisburg, PA 17110

1818 Market Street
Suite 3110
Philadelphia, PA 19103

100 Airside Drive
Moon Township, PA 15108

Rhode Island

56 Exchange Terrace
Suite 400
Providence, RI 02903

South Carolina

700 Huger Street
Columbia, SC 29201

11 Brendan Way
Suite 170
Greenville, SC 29615

3820 Faber Place Drive
Suite 100
North Charleston, SC 29405

Tennessee

320 Seven Springs Way
Suite 250
Brentwood, TN 37027

Texas

1501 LBJ Freeway
Suite 650
Dallas, TX 75234

2002 West Grand Parkway North
Suite 325
Katy, TX 77449

810 Hesters Crossing Road
Suite 163
Round Rock, TX 78681

17721 Rogers Ranch Pkwy
Suite 250
San Antonio, TX 78258

Utah

7090 South Union Park Avenue
Suite 500
Salt Lake City, UT 84047

Virginia

3601 Eisenhower Avenue
Suite 600
Alexandria, VA 22304

10611 Balls Ford Road
Suite 140
Manassas, VA 20109

3200 Rockbridge Street
Suite 104
Richmond, VA 23230

272 Bendix Road
Suite 400
Virginia Beach, VA 23452

Washington

2025 First Avenue
Suite 1150
Seattle, WA 98121

West Virginia

400 Washington Street East
Suite 301
Charleston, WV 25301

Wisconsin

1255 Fourier Drive
Suite 100
Madison, WI 53717

250 East Wisconsin Ave
Suite 1725
Milwaukee, WI 53202

Form C: Offeror's Disclosure Form and Questionnaire

Response to Question 2

Michael Baker International, a leading provider of engineering and consulting services, including design, planning, architectural, environmental, construction and program management, has been solving some of the world's most complex infrastructure challenges for more than 80 years with a legacy of expertise, experience, innovation and integrity.

Based in Pittsburgh and with more than 75 offices nationwide, we partner with clients on everything from roads, bridges, tunnels, mass transit, and airports, to water treatment plants, arctic oil pipelines, environmental restoration, and specialized overseas construction. We serve as a trusted adviser to the communities we serve, making them safer, more accessible, more sustainable, and more prosperous.

We provide visionary leadership in facilitating transformational change for our clients. Our work delivers differentiating innovations and dedicated experts who challenge the status quo and share a world of diverse experience and an impassioned entrepreneurial spirit. We deliver quality of life. We Make a Difference.

Within the past five years, highlights of our firm's general development include an expanded footprint with more than 75 offices serving key markets around the world, as well as the naming of our current Chief Executive Officer, Brian Lutes, in 2017.

Form C: Offeror's Disclosure Form and Questionnaire

Responses to Litigation Disclosure Questions

1. N/A.
2. N/A.
3. This proposer is not aware of any terminations for material cause with Fulton County, or any other client, however, there have been contracts terminated for convenience for a variety of reasons, such as changes in laws or executive orders which negated the need for, or canceled the project; loss of funding by the public agency; withdrawal of the project by the project sponsor; or ability of the public agency client to take over and complete the work themselves due to staffing hired.
4. Michael Baker is a large firm working on a variety of complex projects at any given point in time. Through the normal course of business, we can become involved in litigation or claims, not untypical for the work we perform. It is not anticipated that any such litigation would have an effect on the firm's ability to perform the services contemplated under this proposal. The firm's legal department may make certain non-confidential information regarding litigation or claims (if any) available upon specific written request. To the best of this proposer's knowledge, and after consultation with the firm's Legal Department, there are no known claims or litigation adverse to Fulton County.
5. N/A.

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.

Aulick Engineering, LLC
2000 Airport Road, Suite 121
Atlanta, GA 3034

Jennifer Aulick Etheridge, PE - President
Linda Katelyn Henry, PE - Vice President

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.

Aulick Engineering has seen steady growth over the past five years and has grown from a firm of 10 people to approximately 40 people during that time.

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.

- As part of the previous on-call at FTY, Aulick Engineering provided a SWPPP update as a subconsultant to the Prime firm.
- Aulick Engineering provided airport design for a new corporate hangar and associated apron improvements and coordinated with Fulton County on this project.

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 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 28th day of July, 2022

Aulick Engineering, LLC July 28, 2022
(Legal Name of Proponent) (Date)

Katelyn Hynes July 28, 2022
(Signature of Authorized Representative) (Date)

Vice President / Managing Member
(Title)

Sworn to and subscribed before me,

This 28th day of July, 2022

Alicia M. Brown Type text here
(Notary Public) (Seal)

Commission Expires December 13, 2023
(Date)



ALICIA M. BROWN
Notary Public, State of South Carolina
My Commission Expires 12/13/2023

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.

Albert G . Edwards, 1990 Lakeside Parkway, Suite 300, Tucker, GA 30084

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.

Architecture/engineering/construction services

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.

N/A

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 8th day of August, 2022

Terrell S. Gibbs 8/8/22
(Legal Name of Proponent) (Date)

[Signature] 8/8/22
(Signature of Authorized Representative) (Date)

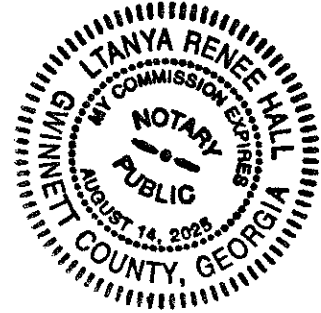
Chief Operating Officer _____ (Title)

Sworn to and subscribed before me,

This 8th day of August, 2022

[Signature] _____ (Seal)
(Notary Public)

Commission Expires 8/14/2025 _____ (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.

Christopher Goode - Managing Partner, 51% Interest
Paul Van Slyke - Partner, 49% Interest
Goode Van Slyke Architecture
409 John Wesley Dobbs Avenue
Atlanta, GA 30312

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.

Goode Van Slyke has had continued growth over the past five years in both the Aviation and Multi-Family sectors. Our revenue and full-time staffing has more than doubled.

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.

None

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 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]

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.

Emmanuel Yuh - CEO
Mosunmola Solebo - President
Harrison Yuh - Executive Vice President

Gary Lott - Vice President, Operations

Business Address:
965 Virginia Avenue, Suite 100
Hapeville GA, 30354

Business Address:
965 Virginia Avenue, Suite 100
Hapeville GA, 30354

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.

KEY's primary area of expertise is in the aviation field. We provide airfield electrical pre-design phase services, design phase services, bidding phase services, construction phase services, project coordination, project management and project close-out. In the past 5 years, KEY has worked on multiple airfield electrical design projects for both general aviation airports and commercial airports. We have specialized in runway lighting systems, taxiway lighting systems, ALCMS design and airfield lighting vault power distribution and emergency back-up design

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.

KEY has been under contract with Fulton County airport for the past few years as a sub-consultant to Michael Baker International

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 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 21st day of July, 2022

Mosunmola Solebo 7/21/2022
(Legal Name of Proponent) (Date)

[Signature] 7/21/2022
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 21st day of July, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires December 16, 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.

The Officers of NOVA Engineering & Environmental, LLC are:

Eric S. Wahlen, Chairman, Watkins 1958 Monroe Drive, NE, Atlanta, GA 30324

Robert Hughes, President, NOVA 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144

John D. Maggard, Chief Financial Officer, Watkins 1958 Monroe Drive, NE, Atlanta, GA 30324

Timothy L. Hall, Secretary / Treasurer, NOVA 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144

Danielle L. Clark, Assistant Secretary, NOVA 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144

Kenneth D. Houseman, VP Business Development & Marketing, NOVA 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144

David A. Miller, VP and Chief Engineer, NOVA 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144

Barry J. Roziewski, VP Construction Materials Testing, NOVA 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144

NOVA Engineering & Environmental, LLC is a Delaware Limited Liability Company which is owned by Watkins Associated Holdings, LLC, a Georgia Limited Liability Company. By definition an LLC is not a corporation or a partnership, but a unique form of business enterprise.

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.

NOVA Engineering and Environmental, LLC is a Delaware Limited Liability Company which is owned by Watkins Associated Holdings, LLC, a Georgia Limited Liability Company.

NOVA's annual revenues for the past five (5) years are provided in the following chart.

YEAR	ANNUAL REVENUE	NUMBER OF PROJECTS
2021	\$71.00 Million	15,200
2020	\$60.00 Million	11,091
2019	\$53.74 Million	10,332
2018	\$46.80 Million	10,128
2017	\$38.00 Million	7,040

This information clearly demonstrates our financial ability to execute professional consulting services for our core client base, as well as build relationships with new clients which is really highlighted by the growth achieved in 2020 through a pandemic.

Most notably, NOVA grew 12% in revenue in 2020 and 18% in revenue during 2021.

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.

N/A

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 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 21 day of July, 2022

MARC D. JOHNSTON, PE 07/21/2022
(Legal Name of Proponent) (Date)

Marc D Johnston 07/21/2022
(Signature of Authorized Representative) (Date)

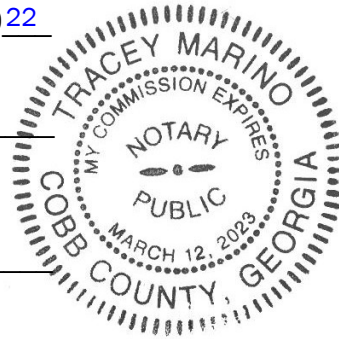
Principal
(Title)

Sworn to and subscribed before me,

This 21 day of July, 2022

[Signature] _____ (Seal)
(Notary Public)

Commission Expires March 12, 2023
(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: Michael Baker International, Inc.

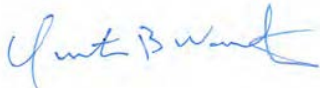
Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: Engineer Firm

Professional License Number: PEF002242

Expiration Date of License: 6/30/2024

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

Signed:  Quintin Watkins, PE, Vice President/Office Executive

Date: 8/4/2022

(ATTACH COPY OF LICENSE)



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

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board 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 web site – www.sos.ga.gov/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Michael Baker International, Inc.
500 Grant Street
Suite 5400
Pittsburgh PA 15219



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Aulick Engineering, LLC

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

Professional License Type: Professional Engineering

Professional License Number: PEF006062

Expiration Date of License: June 30, 2024

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: July 28, 2022

(ATTACH COPY OF LICENSE)



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

LICENSE NO. PEF006062

Aulick Engineering, LLC

2000 Airport Road
Suite 121
Atlanta GA 30341

Engineer Firm

EXP DATE - 06/30/2024 Status: Active

Issue Date: 06/28/2011

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Corporate Environmental Risk Management, LLC (CERM)

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

Professional License Type: Professional Engineering Firm
Professional Land Surveyor Firm

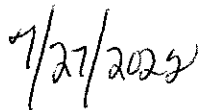
Professional License Number: PEF005255 (Engineering)
LSF000988 (Surveying)

Expiration Date of License: 6/30/2022 (RENEWAL IN PROGRESS)

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

Signed: 

Albert G. Edwards, CEO & President


Date: 

(ATTACH COPY OF LICENSE)



CERM PROFESSIONAL LICENSURE STATEMENT

The Corporate Environmental Risk Management, LLC (CERM) Engineering (PEF005255) and Surveying (LSF000988) Licenses are currently in the process of being renewed. A copy of the updated licenses will be forwarded to this office upon completion.



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors
LICENSE NO. PEF005255
Corporate Environmental Risk Management
1990 Lakeside Parkway
Suite 300
Tucker GA, 30084
Engineer Firm
EXP DATE - 06/30/2022 Status: Active
Issue Date: 11/16/2007

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


Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board 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 web site – www.sos.state.ga.us/plb.


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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Corporate Environmental Risk Management
1990 Lakeside Parkway
Suite 300
Tucker GA 30084



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Registration for Professional Engineers and
Land Surveyors
License No. PEF005255
Corporate Environmental Risk Management
1990 Lakeside Parkway
Suite 300
Tucker GA 30084
Engineer Firm
EXP DATE - 06/30/2022 Status: Active
Issue Date: 11/16/2007




STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors
LICENSE NO. LSF000988
Corporate Environmental Risk Management
1990 Lakeside Parkway
Suite 300
Tucker GA. 30084
Land Surveyor Firm
EXP DATE - 06/30/2022 Status: Active
Issue Date: 01/30/2008

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board 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 web site – www.sos.state.ga.us/plb.
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Corporate Environmental Risk Management
1990 Lakeside Parkway
Suite 300
Tucker GA 30084



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Registration for Professional Engineers and
Land Surveyors
License No. LSF000988
Corporate Environmental Risk Management
1990 Lakeside Parkway
Suite 300
Tucker GA 30084
Land Surveyor Firm
EXP DATE - 06/30/2022 Status: Active
Issue Date: 01/30/2008

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Goode Van Slyke Architecture

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

Professional License Type:
Architecture Business License

Professional License Number:
LPR-059066

Expiration Date of License:
12/31/2022

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: July 25, 2022

(ATTACH COPY OF LICENSE)



CITY OF ATLANTA

55 Trinity Avenue SW

PROFESSIONAL LICENSE CERTIFICATE

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

Issued To: Christopher Goode
Mailing Address: No address listed under the contact
License Number: LPR-059066-2020
Issued Date: 7/26/2022
Expiration Date: 12/31/2022

License Type: Professional
Classification: Architect
Fees Paid: \$400.00

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) IS 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.b>

TO BE POSTED IN A CONSPICUOUS PLACE

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: KEY Engineering Group

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

Professional License Type: Engineer Firm

Professional License Number: PEF004541

Expiration Date of License: 06/30/2024

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: 07/21/2022

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: KEY Engineering Group	Owner:
Address: 965 Virginia Avenue Suite 100 Hapeville GA 30354	

Primary Source License Information

Lic #: PEF004541	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 12/27/2004	Expires: 6/30/2024	Last Renewal Date: 6/24/2022

Associated Licenses

Relationship: Employment			
Licensee: Yuh, Emmanuel K	License Type: Professional Engineer		
License #: PE022920	License Status: Active		
Established: 12/27/2004	Association Date:	Expiry:	
Type: Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 21, 2022 11:22:21

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.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: [NOVA Engineering and Environmental, LLC](#)

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant [X](#)

Professional License Type: [Engineering](#)

Professional License Number: [PEF005170](#)

Expiration Date of License: [06/30/2024](#)

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: [07/21/2022](#)

(ATTACH COPY OF LICENSE)



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

LICENSE NO. PEF005170
 NOVA Engineering And Environmental, LLC

3900 Kennesaw 75 Pkwy.
 Ste. 100
 Kennesaw GA 30144

Engineer Firm

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 07/13/2007

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

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board 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 web site – www.sos.ga.gov/plb.

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

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

NOVA Engineering And Environmental, LLC
 3900 Kennesaw 75 Pkwy.
 Ste. 100
 Kennesaw GA 30144



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

License No. PEF005170
 NOVA Engineering And Environmental, LLC

3900 Kennesaw 75 Pkwy.
 Ste. 100
 Kennesaw GA 30144

Engineer Firm

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 07/13/2007

FORM E: GDOT CERTIFICATION AFFIDAVIT

Michael Baker International, Inc.
(BUSINESS NAME)

420 Technology Pkwy, Ste 150, Norcross, GA 30092
(BUSINESS ADDRESS)

Vice President/Office Executive
(OFFICIAL TITLE OF AFFIANT)

Quintin Watkins, PE
(NAME OF AFFIANT)

Quint Watkins
(SIGNATURE OF AFFIANT)

Kristen DeMita
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires Feb. 21, 2023

Sworn to and subscribed before me this 4th day of August, 22
=

Notary Public: *Kristen DeMita* County: Fulton County

Commission Expires: February 21, 2023

(Attach GDOT Office of Aviation Programs Qualification Correspondence)

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.


NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
MICHAEL BAKER INTERNATIONAL INC 420 Technology Parkway, Suite 150 Norcross, GA 30092	December 9, 2021	November 9, 2023
SIGNATURE		
		
1. Transportation Planning <input checked="" type="checkbox"/> 1.01 State Wide Systems Planning <input checked="" type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input checked="" type="checkbox"/> 1.03 Aviation Systems Planning <input checked="" type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input checked="" type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input checked="" type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input checked="" type="checkbox"/> 1.10 Traffic Studies <input checked="" type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input checked="" type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input checked="" type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input checked="" type="checkbox"/> 3.15 Highway Lighting <input checked="" type="checkbox"/> 3.16 Value Engineering <input checked="" type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
	4. Highway Structures <input checked="" type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input checked="" type="checkbox"/> 4.02 Major Bridges Design <input checked="" type="checkbox"/> 4.03 Movable Span Bridges Design <input checked="" type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input checked="" type="checkbox"/> 4.05 Bridge Inspection	
	5. Topography <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04a Aerial Photography/Conventional Aircraft <input checked="" type="checkbox"/> 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade <input type="checkbox"/> 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade <input checked="" type="checkbox"/> 5.05 Aerial Photogrammetry <input checked="" type="checkbox"/> 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade) <input type="checkbox"/> 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade) <input type="checkbox"/> 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade) <input type="checkbox"/> 5.06d Topographic Remote Sensing (SONAR) <input checked="" type="checkbox"/> 5.06e Topographic Remote Sensing Thermal and Infrared <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
2 Mass Transit Operations <input checked="" type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input checked="" type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input checked="" type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input checked="" type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input checked="" type="checkbox"/> 2.09 Aviation <input checked="" type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	6. Soils, Foundation & Materials Testing <input checked="" type="checkbox"/> 6.01a Soil Surveys <input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies <input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
3 Highway Design Roadway <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input checked="" type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input checked="" type="checkbox"/> 3.06 Traffic Operations Studies <input checked="" type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture	8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision <input checked="" type="checkbox"/> 8.02 Airport Construction Administration and Observation	
	9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input checked="" type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

SUBCONTRACTOR CONTACT FORM

List all sub-contractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, APABE Asian (Pacific Islander) American Business Enterprise *****Note: M/FBE certification does not count for DBE program goals.** Firms must be certified by the GA DOT/MARTA.

Company Name Sub-contractor/ Supplier and Email Address	Contact Name, Address and Phone Number	Type of Work Solicited for	DBE Business Ownership (see code below)	DBE Certification No. and Expiration Date	Results of Contact
Aulick Engineering, LLC khenry@aulickengineering.com	Kate Henry 404.662.8050 2000 Airport Road, Ste 121, Atlanta, GA 30341	Stormwater, Erosion Control, and Construction Inspection	FBE	DBE No. 11583 6/12/2023	Accepted invitation to team.
Corporate Environmental Risk Management, LLC slamar@cerm.com	Shelley Lamar 678.999.0173 1990 Lakeside Parkway, Ste 300 Tucker, GA 30084	Surveying	AABE	DBE No. 2C0824 6/30/2022 (renewal in progress)	Accepted invitation to team.
Goode Van Slyke Architecture, LLC cgoode@gvsa.com	Chris Goode 404.523.5525 409 John Wesley Dobbs Ave, Atlanta, GA 30312	Architecture	AABE	SBE No. 2020-25- 172 9/23/2025	Accepted invitation to team.
KEY Engineering Group, Inc. Emmanuel.yuh@keyengineer inggroup.com	Emmanuel Yuh 404.883.2176 965 Virginia Ave, Ste 100, Hapeville, GA 30354	Electrical Engineering Design Services	AABE	DBE No. 2KE893 4/1/2023	Accepted invitation to team.
NOVA Engineering and Environmental, LLC mjohnton@usanova.com	Marc Johnston 678.471.0722 1859 Beaver Ridge Circle, Suite B, Norcross, GA 30071	Geotechnical Services and Materials Testing	N/A	N/A	Accepted invitation to team.

Company Name: Michael Baker International, Inc.

Professional Services for Airport Consulting and Engineering Services
Project Name & Number: RFP No. 22RFP134460K-JAJ

Contact Number: (678) 966.6620

Signature:  **Date:** 8/4/2022

SUB-CONTRACTOR/SUPPLIER UTILIZATION

List all Majority and Disadvantaged Business Enterprises (DBE) subcontractors/suppliers, including lower tiers, to be used on this project. DBE Firms must be certified by the GA DOT/MARTA.

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise ***Note: M/FBE certification does not count for DBE program goals.

Name of Sub-contractor/ Supplier and Email Address	Contact Name, Address and Phone Number	NAICS Code	Type of Work to be Performed	Ethnicity of DBE Ownership (see code above)	DBE Certification No. and Expiration Date	Dollar (\$) Value of Work	Percentage (%) of Total Bid Amount
Aulick Engineering, LLC khenry@aulickengineering.com	Kate Henry 404.662.8050 2000 Airport Road, Ste 121, Atlanta, GA 30341	541330	Stormwater, Erosion Control, and Construction Inspection	FBE	DBE No. 11583 6/12/2023	TBD	10%
Corporate Environmental Risk Management, LLC slamar@cerm.com	Shelley Lamar 678.999.0173 1990 Lakeside Parkway, Ste 300 Tucker, GA 30084	236220, 541330, 541360	Surveying	AABE	DBE No. 2C0824 6/30/2022 (renewal in prog)	TBD	10%
Goode Van Slyke Architecture, LLC cgoode@gvsa.com	Chris Goode 404.523.5525 409 John Wesley Dobbs Ave, Atlanta, GA 30312	541310	Architecture	AABE	SBE No. 2020-25- 172 9/23/2025	TBD	30%
KEY Engineering Group, Inc. Emmanuel.yuh@keyengineer inggroup.com	Emmanuel Yuh 404.883.2176 965 Virginia Ave, Ste 100, Hapeville, GA 30354	541330	Electrical Engineering Design Services	AABE	No. 2KE893 4/1/2023	TBD	5%
NOVA Engineering and Environmental, LLC mjohnston@usanova.com	Marc Johnston 678.471.0722 1859 Beaver Ridge Circle, Ste B, Norcross, GA 30071	541330, 541350, 541380	Geotechnical Services and Materials Testing	N/A	N/A	TBD	10%

Company Name: Michael Baker International, Inc.

Contact Number: (678) 966.6620

Project Name & Number: Professional Services for Airport Consulting and Engineering Services
RFP No. 22RFP134460K-JAJ

Signature:  Date: 8/4/2022

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUBCONTRACTOR)

LETTER OF INTENT**Bidder/Proposer**Company Name: Michael Baker International, Inc.Company Contact: Quintin Watkins, PE, Vice President/Office ExecutiveAddress: 420 Technology Parkway, Suite 150City: Peachtree Corners State: GA Zip: 30092Phone: (678) 966.6620 Email Address: quintin.watkins@mbakerintl.com**Subcontractor :**Company Name: Aulick Engineering, LLCCompany Contact: Kate HenryAddress: 2000 Airport Road, Suite 121City: Atlanta State: GA Zip: 30341Phone (404) 662.8050 Email Address: khenry@aulickengineering.comFirm is performing as: Non-certified Sub Certified Sub Joint Venture Team MemberIf Certified by DOT, Certification # and Expiration Date: DBE No. 11583 | Expires 6/12/2023

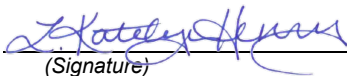
Work item(s) to be performed by Sub	Description of Work Item	Dollar Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Stormwater and Erosion Control Services	SWM and E&SC Engineering Services	TBD upon task award	5%
Construction Inspection Services	Construction Inspection Services	TBD upon task award	5%
TOTAL Diversity% Credit Claimed for this Contractor			10%

The bidder/offeror is committed to utilizing the above-named Subcontractor for the work described above.

The estimated participation is as follows:

Subcontract amount: \$ TBD upon task award Percent of total contract: 10 %**AFFIRMATION:**

The above-named Subcontractor affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By L. Katelyn Henry Vice President/Managing Member
(Print name) (Title)
(Signature)August 4, 2022
(Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void (Print additional copies of this document as needed for all subcontractors)

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUBCONTRACTOR)

LETTER OF INTENT

Bidder/Proposer Company Name: Michael Baker International, Inc.
 Company Contact: Quintin Watkins, PE, Vice President/Office Executive
 Address: 420 Technology Parkway, Suite 150
 City: Peachtree Corners State: GA Zip: 30092
 Phone: (678) 966.6620 Email Address: quintin.watkins@mbakerintl.com

Subcontractor : Company Name: Corporate Environmental Risk Management, LLC
 Company Contact: Shelley Lamar
 Address: 1990 Lakeside Parkway, Suite 300
 City: Tucker State: GA Zip: 30084
 Phone (678) 999.0173 Email Address: slamar@cerm.com

Firm is performing as: Non-certified Sub Certified Sub Joint Venture Team Member

If Certified by DOT, Certification # and Expiration Date: DBE No. 2C0824 | Expires 6/30/2022 (renewal in progress)

Work item(s) to be performed by Sub	Description of Work Item	Dollar Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Surveying Services	Surveying Services	TBD upon task award	10%
TOTAL Diversity% Credit Claimed for this Contractor			10%


The bidder/offeror is committed to utilizing the above-named Subcontractor for the work described above.

The estimated participation is as follows:

Subcontract amount: \$ TBD upon task award Percent of total contract: 10 %

AFFIRMATION:

The above-named Subcontractor affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Terrell S. Gibbs, PE, PhD Chief Operating Officer
 (Print name) (Title)

 (Signature) 08/04/2022
 (Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void (Print additional copies of this document as needed for all subcontractors)

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUBCONTRACTOR)

LETTER OF INTENT

Bidder/Proposer

Company Name: Michael Baker International, Inc.
 Company Contact: Quintin Watkins, PE, Vice President/Office Executive
 Address: 420 Technology Parkway, Suite 150
 City: Peachtree Corners State: GA Zip: 30092
 Phone: (678) 966.6620 Email Address: quintin.watkins@mbakerintl.com

Subcontractor :

Company Name: Key Engineering Group, Inc.
 Company Contact: Emmanuel Yuh
 Address: 965 Virginia Avenue, Suite 100
 City: Hapeville State: GA Zip: 30354
 Phone (404) 883.2176 Email Address: Emmanuel.yuh@keyengineeringgroup.com

Firm is performing as: Non-certified Sub Certified Sub Joint Venture Team Member

If Certified by DOT, Certification # and Expiration Date: DBE No. 2KE893 | Expires 4/1/2023

Work item(s) to be performed by Sub	Description of Work Item	Dollar Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Electrical Engineering Design Services	Airfield Electrical/NAVAIDS Services	TBD upon task award	5%
TOTAL Diversity% Credit Claimed for this Contractor			5%


The bidder/offeror is committed to utilizing the above-named Subcontractor for the work described above.

The estimated participation is as follows:

Subcontract amount: \$ TBD upon task award Percent of total contract: 5% %

AFFIRMATION:

The above-named Subcontractor affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Emmanuel K Yuh CEO
(Print name) (Title)

08/08/2022
(Signature) (Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void (Print additional copies of this document as needed for all subcontractors)

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUBCONTRACTOR)

LETTER OF INTENT

Bidder/Proposer

Company Name: Michael Baker International, Inc.
 Company Contact: Quintin Watkins, PE, Vice President/Office Executive
 Address: 420 Technology Parkway, Suite 150
 City: Peachtree Corners State: GA Zip: 30092
 Phone: (678) 966.6620 Email Address: quintin.watkins@mbakerintl.com

Subcontractor :

Company Name: NOVA Engineering and Environmental, LLC
 Company Contact: Marc Johnston
 Address: 1859 Beaver Ridge Circle, Suite B
 City: Norcross State: GA Zip: 30071
 Phone (678) 471.0722 Email Address: mjohnston@usanova.com

Firm is performing as: Non-certified Sub Certified Sub Joint Venture Team Member

If Certified by DOT, Certification # and Expiration Date: N/A

Work item(s) to be performed by Sub	Description of Work Item	Dollar Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Geotechnical Services	Geotechnical Engineering Services	TBD upon taskaward	5%
Construction Materials Testing	Construction Materials Testing	TBD upon task award	5%
TOTAL Diversity% Credit Claimed for this Contractor			N/A


The bidder/offeror is committed to utilizing the above-named Subcontractor for the work described above.

The estimated participation is as follows:

Subcontract amount: \$ TBD upon task award Percent of total contract: 10 %

AFFIRMATION:

The above-named Subcontractor affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Marc D. Johnston Principal
(Print name) (Title)
 8/3/22
(Signature) (Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void (Print additional copies of this document as needed for all subcontractors)

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT PROVISIONS

JAJ Airport Professional Consulting Services Engineering/Design/Construction

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY	Per Occurrence/Claim	\$2,000,000
5. PROFESSIONAL E & O LIABILITY	Per Occurrence	\$2,000,000
Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.		

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor 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/Contractor 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/Contractor.

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/Contractor 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/Contractor 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/Contractor 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/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

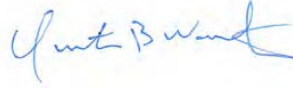
Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being

performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Michael Baker International, Inc. SIGNATURE: _____



NAME: Quintin Watkins, PE TITLE: Vice President/Office Executive

DATE: 8/4/2022

APPENDIX

**FULTON COUNTY AIRPORT - BROWN FIELD
ACIP UPDATE
FY 2023 - FY 2027**
FINAL

PROJECT	SOURCE	TOTAL PROJECT COST	FAA FUNDS	STATE FUNDS	LOCAL FUNDS
<u>FY 2023</u>					
Apron Pavement Rehabilitation - Design	FEDERAL	\$240,000	\$216,000	\$12,000	\$12,000
Runway Safety Area Improvements - Environmental Evaluation & Permitting	FEDERAL	\$120,000	\$114,000	\$6,000	\$0
Runway Safety Area Improvement (Width) - Design;	FEDERAL	\$300,000	\$285,000	\$15,000	\$0
Repair Taxiway 'I' (East Area) - Design & Construction	FEDERAL	\$200,000	\$180,000	\$10,000	\$10,000
Airport Customs Facility Improvements (Design & Construction)	FEDERAL	\$2,500,000	\$2,250,000	\$125,000	\$125,000
Runway/Taxiway Painting Preventative Project	LOCAL	\$50,000	\$0	\$0	\$50,000
Airport Administration Building Improvements - Phase II (Construction)	LOCAL	\$2,500,000	\$0	\$0	\$2,500,000
Aircraft Rescue & Firefighting (ARFF) Facility Improvements - Phase III (Programming & Design)	LOCAL	\$250,000	\$0	\$0	\$250,000
Acquire Aircraft Rescue & Firefighting (ARFF) Vehicle [Index B] & associated Gear/Equipment	LOCAL	\$950,000	\$0	\$0	\$950,000
8000 LF of Temporary Fencing along Sandy Creek Rd.(Design & Construction)	LOCAL	\$150,000	\$0	\$0	\$150,000
TOTAL FY 2023		\$7,260,000	\$3,045,000	\$168,000	\$4,047,000
<u>FY 2024</u>					
Runway Safety Area Width Improvement - Construction	FEDERAL	\$5,400,000	\$4,860,000	\$270,000	\$270,000
Runway Safety Area Improvement - Runway 8 (EMAS) & 26 Ends (Runway Extension); Including Parallel Taxiway [Design]	FEDERAL	\$500,000	\$450,000	\$25,000	\$25,000
Apron Pavement Rehabilitation - Construction	FEDERAL	\$4,003,000	\$3,602,700	\$200,150	\$200,150
Taxiway 'A' & 'B' Pavement Rehabilitation (including widening) - Design	FEDERAL	\$152,000	\$136,800	\$7,600	\$7,600
Runway 26 Extension Supplemental EA	FEDERAL	\$200,000	\$180,000	\$10,000	\$10,000
Taxiway "W" Extension Environmental Re-Evaluation & Permitting	FEDERAL	\$130,000	\$117,000	\$6,500	\$6,500
Runway/Taxiway Painting Preventative Project	LOCAL	\$50,000	\$0	\$0	\$50,000
TOTAL FY 2024		\$10,435,000	\$9,346,500	\$519,250	\$569,250

**FULTON COUNTY AIRPORT - BROWN FIELD
ACIP UPDATE
FY 2023 - FY 2027**
FINAL

PROJECT	SOURCE	TOTAL PROJECT COST	FAA FUNDS	STATE FUNDS	LOCAL FUNDS
FY 2025					
Runway Safety Area Improvement - Runway 8 (EMAS) & 26 Ends (Runway Extension); Including Parallel Taxiway [Construction]	FEDERAL	\$10,538,000	\$9,484,200	\$526,900	\$526,900
Taxiway 'A' & 'B' Pavement Rehabilitation (including widening) - Construction	FEDERAL	\$2,530,000	\$2,277,000	\$126,500	\$126,500
Visioning Plan - Runway 26 Extension - Phase 2 (Design)	FEDERAL	\$2,450,000	\$2,205,000	\$122,500	\$122,500
Taxiway "W" Extension (Design)	FEDERAL	\$212,500	\$191,250	\$10,625	\$10,625
Runway/Taxiway Painting Preventative Project	LOCAL	\$100,000	\$0	\$0	\$100,000
Visioning Plan - Main Entrance/Business Park - Site Development to Pad Ready - (Design)	LOCAL	\$1,500,000	\$0	\$0	\$1,500,000
Visioning Plan - Runway 32 -RPZ - Site Development to Pad Ready (Design)	LOCAL	\$80,000	\$0	\$0	\$80,000
Visioning Plan - New Terminal Building - (Design)	LOCAL	\$250,000	\$0	\$0	\$250,000
Visioning Plan - South Quadrant Area - Site Development to Pad Ready (Design)	LOCAL	\$1,540,000	\$0	\$0	\$1,540,000
TOTAL FY 2025		\$19,200,500	\$14,157,450	\$786,525	\$4,256,525
FY 2026					
Runway 14-32 Pavement Rehabilitation - Design	FEDERAL	\$135,000	\$121,500	\$6,750	\$6,750
Taxiway "W" Extension (Construction)	FEDERAL	\$8,500,000	\$7,650,000	\$425,000	\$425,000
Runway 14-32 Airfield Lighting & Signage Rehabilitation, including Vault Improvements - Phase 2 (Design)	FEDERAL	\$101,300	\$91,170	\$5,065	\$5,065
Visioning Plan - South Quadrant Area - Site Development to Pad Ready (Construction)	FEDERAL	\$15,400,000	\$13,860,000	\$0	\$1,540,000
Runway/Taxiway Painting Preventative Project	LOCAL	\$50,000	\$0	\$0	\$50,000
Visioning Plan - Construction of New Terminal Building - (Design)	LOCAL	\$500,000	\$0	\$0	\$500,000
TOTAL FY 2026		\$24,686,300	\$21,722,670	\$436,815	\$2,526,815
FY 2027					
Runway 14-32 Pavement Rehabilitation - Construction	FEDERAL	\$1,300,000	\$1,170,000	\$65,000	\$65,000
Runway 14-32 Airfield Lighting & Signage Improvements, including Vault Improvements - Phase 2 (Construction)	FEDERAL	\$1,013,000	\$911,700	\$50,650	\$50,650
Visioning Plan - Runway 26 Extension - Phase 2 (Construction)	FEDERAL	\$24,500,000	\$22,050,000	\$0	\$2,450,000
Visioning Plan - Runway 32 -RPZ - Site Development to Pad Ready (Construction)	LOCAL	\$800,000	\$0	\$0	\$800,000
Visioning Plan - Construction of New Terminal Building - (Construction)	LOCAL	\$5,000,000	\$0	\$0	\$5,000,000
Runway/Taxiway Painting Preventative Project	LOCAL	\$50,000	\$0	\$0	\$50,000
TOTAL FY 2027		\$32,663,000	\$24,131,700	\$115,650	\$8,415,650
5-YEAR (2023 - 2027) TOTAL CIP		\$94,244,800	\$72,403,320	\$2,026,240	\$19,815,240

NOTES:

Projects shown with FEDERAL funding have a cost sharing of Federal (90%) / State (5% of Estimated Construction Costs) / County (Remainder)
 Projects shown with STATE funding have a cost sharing of State (75% of Estimated Construction Cost / County (Remainder))
 Projects shown in FY 2022 that are not fully funded are intended to become a priority in FY 2023.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/19/2022

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Michael Baker International, Inc. 420 Technology Parkway Suite 150 Peachtree Corners GA 30092 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Insurance America Inc		24554
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C: Allied World Surplus Lines Insurance Co		24319
	INSURER D: Zurich American Ins Co		16535
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570096863585 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GLO419728101	08/30/2022	08/30/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
							SIR/Deductible	\$250,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP4197284-01	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Deductible	\$100,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y		AUC053258204	08/30/2022	08/30/2023	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC419728201 AOS WC419728501 WI	08/30/2022	08/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D					08/30/2022	08/30/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O-PL-Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2022	08/30/2023	Per Claim	\$5,000,000
							Aggregate	\$5,000,000
							SIR/Deductible	\$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: MB Project Name: Professional Services for Airport Consulting and Engineering Services, Project No.: 22RFP134460K-JAJ. GDOT One Georgia Center 600 West Peachtree NW, Atlanta, GA 30308 and Fulton County Government - its officials, officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. A waiver of subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers' Compensation Policies.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government - Department of Purchasing & Contract Compliance 130 Peachtree St. SW Suite 1168 Atlanta GA 30303 USA	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

Holder Identifier :

570096863585

Certificate No :



POLICY NUMBER: BAP 4197284-01

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-01

Effective Date: 08/30/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-01	08/30/2022	08/30/2023		15939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-01

Effective Date: 08/30/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Schedule of Forms and Endorsements

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0532582-04	08/30/2022	08/30/2023	08/30/2022	15939000	-----	-----

Named Insured and Mailing Address:

MICHAEL BAKER INTERNATIONAL, LLC
500 GRANT ST
SUITE 5400
PITTSBURG, PA 15219

Producer:

AON RISK SERVICES CENTRAL INC
625 LIBERTY AVE FL 10
PITTSBURGH, PA 15222-3110

Form Name	Form Number	Edition Date
Important Notice - In Witness Clause	U-GU-319-F CW	(01/09)
Disclosure of Important Information Relating to Terrorism Risk Insurance Act	U-GU-630-E CW	(01/20)
Commercial Umbrella Liability Policy Declarations	U-UMB-D-101-C CW	(03/10)
Schedule of Underlying Insurance	U-UMB-105-A CW	(07/99)
Extended Schedule of Underlying Insurance	U-UMB-106-A CW	(07/99)
Commercial Umbrella Liability Policy	U-UMB-103-C CW	(03/10)
Certified Act of Terrorism Retained Amount - Coverage B	U-UMB-406-D CW	(01/15)
Aircraft Products/Grounding Exclusion	U-UMB-111-B CW	(07/03)
Care, Custody Or Control Exclusion	U-UMB-129-B CW	(07/03)
Contractors Limitation Endorsement With Consolidated (Wrap-Up) Insurance Program Excluded	U-UMB-134-D CW	(01/14)
Cross Suits Exclusion	U-UMB-141-A CW	(07/99)
Employee Benefits Liability Follow Form	U-UMB-167-B CW	(07/03)
Lead Exclusion	U-UMB-193-A CW	(07/99)
Occupational Disease Exclusion	U-UMB-210-B CW	(03/10)
Personal and Advertising Injury Follow Form	U-UMB-217-A CW	(07/99)
Professional Liability Exclusion	U-UMB-228-D CW	(01/14)
Radioactive Matter Exclusion	U-UMB-236-B CW	(02/09)
Notice of Occurrence Endorsement	U-UMB-384-B CW	(03/10)

Fungus or Bacteria Exclusion	U-UMB-385-C CW	(07/19)
Designated Work Exclusion	U-UMB-424-A CW	(07/03)
Silica or Silica Mixed Dust Exclusion	U-UMB-488-A CW	(06/04)
Welding Health Hazard Exclusion	U-UMB-489-A CW	(06/04)
Total Pollution Exclusion	U-UMB-524-B CW	(03/10)
Designated Operations Exclusion - Residential	U-UMB-616-A CW	(04/08)
Notification to Others of Cancellation	U-UMB-698-A	(05/10)
Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability Exclusion	U-UMB-920-A CW	(01/15)
Sanctions Exclusion Endorsement	U-GU-1191-A CW	(03/15)
Pennsylvania Cancellation and Nonrenewal	U-UMB-319-B PA	(04/10)
Exclusion-Recording And Distribution Of Material Or Information In Violation Of Law	U-UMB-525-F CW	(01/14)
Umbrella Amendatory Endorsement	U-UMB-906-A CW	(01/14)
Cap on Losses From Certified Acts of Terrorism	U-GU-767-B CW	(01/15)



Schedule of Underlying Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0532582-04	08/30/2022	08/30/2023	08/30/2022	15939000	-----	-----

Named Insured and Mailing Address:

MICHAEL BAKER INTERNATIONAL, LLC
 500 GRANT ST
 SUITE 5400
 PITTSBURG, PA 15219

Producer:

AON RISK SERVICES CENTRAL INC
 625 LIBERTY AVE FL 10
 PITTSBURGH, PA 15222-3110

Company, Policy No. and Term	Coverage	Applicable Limits
A. Company: ZURICH AMERICAN INSURANCE COMPANY	Commercial General Liability	\$2,000,000 Premises - Each Occurrence
Policy No: GLO-4197281-01		\$2,000,000 Products / Completed Ops - Each Occurrence
Term: 08/30/2022 to 08/30/2023		\$4,000,000 Products / Completed Operations Aggregate
		\$4,000,000 General Aggregate
		Per Location /Per Project Term Aggregate \$25,000,000
		\$2,000,000 Personal Injury/ Advertising Injury
	Including Employee Benefits	\$1,000,000 Employee Benefits - Each Claim
		\$1,000,000 Employee Benefits - General Aggregate

Company, Policy No. and Term	Coverage	Applicable Limits
B. Company: ZURICH AMERICAN INSURANCE COMPANY	Commercial Auto Liability	\$2,000,000 Combined Single Limit
Policy No: BAP-4197284-01		
Term: 08/30/2022 to 08/30/2023		

Company, Policy No. and Term	Coverage	Applicable Limits
------------------------------	----------	-------------------

C. Company: ZURICH AMERICAN INSURANCE COMPANY	Employers Liability	\$1,000,000	Bodily Injury By Accident - Each Accident
Policy No: WC-4197282-01	(All States)	\$1,000,000	Bodily Injury By Disease - Each Employee
Term: 08/30/2022 to 08/30/2023		\$1,000,000	Bodily Injury By Disease - Policy Limit



Extended Schedule of Underlying Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0532582-04	08/30/2022	08/30/2023	08/30/2022	15939000	-----	-----

Named Insured and Mailing Address:

MICHAEL BAKER INTERNATIONAL, LLC
 500 GRANT ST
 SUITE 5400
 PITTSBURG, PA 15219

Producer:

AON RISK SERVICES CENTRAL INC
 625 LIBERTY AVE FL 10
 PITTSBURGH, PA 15222-3110

Company, Policy No. and Term	Coverage	Applicable Limits
Company: ZURICH AMERICAN INSURANCE COMPANY	Employers Liability	\$1,000,000 Bodily Injury By Accident - Each Accident
Policy No: WC-4197285-01	Guaranteed Cost	\$1,000,000 Bodily Injury By Disease - Each Employee
Term: 08/30/2022 to 08/30/2023		\$1,000,000 Bodily Injury By Disease - Policy Limit

Company, Policy No. and Term	Coverage	Applicable Limits
Company: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA	Foreign Liability Premises and Products/Completed Ops Liability	\$5,000,000 Each Occurrence
Policy No: WS11012806		\$5,000,000 General Aggregate
Term: 01/28/2022 to 01/28/2023		\$5,000,000 Products / Completed Operations Aggregate
		\$1,000,000 Employee Benefits - Each Claim
		\$1,000,000 Employee Benefits - General Aggregate

Company, Policy No. and Term	Coverage	Applicable Limits
Company: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA	Foreign Liability Automobile Liability	\$2,000,000 Combined Single Limit
Policy No: WS11012806		

Term: 01/28/2022 to 01/28/2023

Company, Policy No. and Term	Coverage	Applicable Limits	
Company: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA	Foreign Liability Employers Liability	\$2,000,000	Bodily Injury By Accident - Each Accident
Policy No: WS11012806		\$2,000,000	Bodily Injury By Disease - Each Employee
Term: 01/28/2022 to 01/28/2023		\$2,000,000	Bodily Injury By Disease - Policy Limit



Commercial Umbrella Liability Policy

Zurich North America

Insurance is provided by the company designated on the Declarations of this policy.



Commercial Umbrella Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **named insured** under this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such in **SECTION V. DEFINITIONS** of this policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION V. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. Coverage A - Excess Follow Form Liability Insurance

Under **Coverage A**, we will pay on behalf of the **insured** those damages covered by this insurance in excess of the total applicable limits of **underlying insurance**. With respect to **Coverage A**, this policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2.** below; and
2. The terms and conditions that apply to **Coverage A** of this policy.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not apply to damages, for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then **Coverage A** does not apply to such damages. Also, **Coverage A** does not apply to any form of **casualty business crisis expense** insurance even if such insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

B. Coverage B - Umbrella Liability Insurance

Under **Coverage B**, we will pay on behalf of the **insured** those damages the **insured** becomes legally obligated to pay by reason of liability:

1. Imposed by law because of **bodily injury, property damage, or personal and advertising injury**; or
2. Assumed under an **insured contract** because of **bodily injury or property damage**;

covered by this insurance but only if the injury, damage or offense arises out of your business, takes place during the policy period of this policy and is caused by an **occurrence** happening anywhere. We will pay such damages in excess of the **Retained Limit** specified in Item **5.** of the Declarations or the amount payable by **other insurance**, whichever is greater.

Coverage B does not apply to any **loss**, claim or **suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

The amount we will pay for **loss** under **Coverage A** or **Coverage B** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

We have no obligation under **Coverage A** and/or **Coverage B** with respect to any settlement made without our consent.

The insurance afforded under **Coverage A** and **Coverage B** applies to **bodily injury or property damage** only if prior to the policy period, no **designated insured** knew that the **bodily injury or property damage** had occurred, in whole or in part. If such a **designated insured** knew, prior to the policy period, that the **bodily injury or property damage** occurred, then any continuation, change or resumption of such **bodily injury or property damage** during or after the policy period will be deemed to have been known prior to the policy period.

Bodily injury or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any **designated insured** includes any continuation, change or resumption of that **bodily injury** or **property damage** after the policy period; and

Bodily injury or **property damage** will be deemed to have been known to have occurred at the earliest time when any **designated insured**:

1. Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
3. Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

C. Coverage C - Casualty Business Crisis Expense

Under **Coverage C**, we will pay for **casualty business crisis expense** regardless of fault arising from a **casualty business crisis** first commencing during the policy period. No **underlying insurance** or **Retained Limit** applies to **Coverage C**. Subject to the other terms and conditions of this coverage, we shall pay **casualty business crisis expense** from the first dollar of such expense.

The amount we will pay for **casualty business crisis expense** under **Coverage C** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

Any amounts that we pay under **Coverage C** will not obligate us in any way under **Coverage A** or **Coverage B**.

SECTION II. LIMITS OF INSURANCE

A. With respect to **Coverage A** and **Coverage B**, the Limits of Insurance shown in the Declarations and the rules below describe the most we will pay, regardless of the number of:

1. **Insureds**;
2. Claims made or **suits** brought;
3. Coverages provided under this policy; or
4. Persons or organizations making claims or bringing **suits**.

B. The Limits of Insurance of this policy will apply as follows:

1. The limit stated in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** under **Coverage A** and **Coverage B** combined except for:
 - a. **Loss** covered under the **products-completed operations hazard**; and
 - b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

In addition, with respect to **Coverage A** only, if a policy listed on the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the **products-completed operations hazard**, the Other Aggregate limit stated in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

2. The limit stated in Item **4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all **loss** under both **Coverage A** and **Coverage B** combined as a result of **bodily injury** or **property damage** included within the **products-completed operations hazard**.
3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit stated in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence**, even if such **loss** is covered, in whole or in part, under both **Coverage A** and **Coverage B**.

C. **Coverage A** applies only in excess of the greater of the actual Limits of Insurance of **underlying insurance** or the Limits of Insurance shown on the Schedule of Underlying Insurance forming a part of this policy.

D. With respect to **Coverage C**, the limit stated as the **Casualty Business Crisis Expense** Aggregate Limit in Item **4.D.** of the Declarations is the most we will pay for all **casualty business crisis expense** first commencing during the policy period. This limit is in addition to, and **casualty business crisis expense** does not reduce or exhaust, any other Limit of Insurance applicable to this policy.

- E. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.
- F. With respect to **Coverage A** only and subject to paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:
 - 1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
 - 2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured** for damages covered by this policy:
 - 1. Under **Coverage A**, when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy; or
 - 2. Under **Coverage B**, when damages are sought for **bodily injury, property damage, or personal and advertising injury** to which no **underlying insurance** or **other insurance** applies.
- B. Under **Coverage C**, we do not assume any duty to control the investigation and settlement of any claim, or defense of any **suit** that may arise from a covered **casualty business crisis**.
- C. In those circumstances where paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
 - 1. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds.
 - 2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
 - 3. Reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings because of time off from work.
 - 4. All court costs taxed against the **insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.
 - 5. Pre-judgment interest awarded against the **insured** on that part of the judgment we pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable Limits of Insurance.

When our expenses and the payments described in paragraph **C.** above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

- D. In those circumstances where paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured**. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any **suit** that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any **suit** after we have exhausted the applicable Limit of Insurance as stated in Item **4.** of the Declarations.

If we are prevented by law from carrying out the provisions of **Section III.** Paragraph **A.** above, we will pay any expense incurred with our consent.

SECTION IV. EXCLUSIONS

- A. Under **Coverage A** and **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense:

ASBESTOS

- 1. Arising out of or relating in any way to:

- a. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- b. Any:
 - (1) Request, demand, order, statutory or regulatory requirement, direction or determination, that any **insured** or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - (2) Claim or **suit** for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any **insured** or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

EMPLOYMENT PRACTICES

2. Arising out of any **bodily injury** or **personal and advertising injury** to:

- a. A person arising out of any:
 - (1) Failure to employ or promote that person;
 - (2) Termination of that person's employment, including actual or alleged constructive dismissal;
 - (3) Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
- b. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any **bodily injury** or **personal and advertising injury** to that person at whom any of the employment related practices described in subparagraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the injury causing event described in paragraph 2.a. above occurs before employment, during employment or after employment of that person;
- b. Whether the **insured** may be held liable as an employer or in any other capacity; or
- c. To any obligation to share damages with or repay someone who must pay damages because of the injury.

LAWS, MISCELLANEOUS

3. Under any of the following:

- a. Any uninsured/underinsured motorist or **auto** no-fault or first party personal injury law;
- b. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
- c. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

4. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this insurance, **electronic data** is intangible property.

NUCLEAR

- 5. a. With respect to which any **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
- b. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (1) A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

- (2) Any **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. Any injury or **nuclear property damage** resulting from the **hazardous properties** of **nuclear material**, if:
 - (1) The **nuclear material**:
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - (b) Has been discharged or dispersed therefrom;
 - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **insured**; or
 - (3) The injury or **nuclear property damage** arises out of the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph (3) applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties.
- b. **Nuclear Facility** means:
 - (1) Any **nuclear reactor**;
 - (2) Any equipment or device designed or used for:
 - (a) Separating the isotopes of uranium or plutonium,
 - (b) Processing or utilizing **spent fuel**, or
 - (c) Handling, processing or packaging **waste**;
 - (3) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of any **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- c. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.
- d. **Nuclear property damage** includes all forms of radioactive contamination of property.
- e. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- f. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- g. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- h. **Waste** means any waste material:
 - (1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - (2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

VIOLATION OF STATUTES

- 6. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
- d. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

WAR AND MILITARY ACTION

7. Arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

- B. Under **Coverage A** this policy does not apply to any liability, damage, **loss**, cost or expense:

POLLUTION

1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this subparagraph does not apply to:
 - (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (2) Bodily injury or property damage for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to **underlying insurance** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured**, other than that additional insured; or
 - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;
- b. At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
- c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom you maybe legally responsible; or
- d. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor. However, this subparagraph does not apply to:
 - (1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operation fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

- e. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- f. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;
 - (2) Otherwise in the course of transit by or on behalf of any **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:

- (i) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or
- (ii) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any **insured**.

2. Arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- b. Claim or **suit** brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

C. Under **Coverage B** this policy does not apply to:

AIRCRAFT, AUTOS OR WATERCRAFT

- 1. Any liability, damage, **loss**, cost or expense arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any
 - a. Aircraft owned by you or rented, loaned or chartered by or on behalf of you without crew;
 - b. **Auto**; or
 - c. Watercraft owned by you except watercraft while ashore on premises you own or rent.

This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**.

EMPLOYEE INJURY

2. Any injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing duties related to the conduct of the **insured's** business; or
- b. Any injury to the spouse, domestic partner, child, parent, brother, or sister of that **employee** as a consequence of exclusion **2.a.** above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity, or to any obligation to share damages with or repay someone else who must pay damages because of an injury.

IMPAIRED PROPERTY

- 3. **Property damage to impaired property** or property that has not been physically injured arising out of:
 - a. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

INTENTIONAL INJURY

- 4. **Bodily injury** or **property damage** expected or intended from the standpoint of the **insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

PERSONAL and ADVERTISING INJURY

- 5. **Personal and advertising injury:**

- a. Caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- b. Arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
- c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of any **insured**;
- e. For which the **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in the absence of the contract or agreement;
- f. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**;
- g. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**;
- h. Arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;
- i. Arising out of the infringement of copyright, patent, trademark, trade secret, trade dress, slogan or other intellectual property rights.

However, this exclusion does not apply to infringement of copyright, trade dress or slogan in your **advertisement**;

- j. Committed by an **insured** whose business is:
 - (1) Advertising, broadcasting, publishing, electronic publishing or telecasting;
 - (2) Designing or determining content of web-sites for others; or
 - (3) An Internet search, access or content provider.

However, this exclusion **5.j.**, does not apply to sub-paragraphs **C.**, **12. a.**, **b.**, **c.** and **h.** of **personal and advertising injury** under **SECTION V. DEFINITIONS**.

For purposes of this exclusion **5.j.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- k. Arising out of an electronic chatroom or bulletin board the **insured** hosts, owns or over which the **insured** exercises control; or
- l. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

POLLUTION

- 6. Any liability, damage, **loss**, cost or expense:

- a. Arising directly or indirectly out of the actual, alleged or threatened existence, discharge, seepage, migration, dispersal, release or escape of **pollutants**; or
- b. Arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (2) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

PRODUCT RECALL

7. Damages claimed for any **loss**, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. **Your product**;
- b. **Your work**; or
- c. **Impaired property**;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

PROPERTY DAMAGE

8. **Property damage** to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any person or organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the **property damage** arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in your care, custody or control;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it;
- g. **Your product** arising out of it or any part of it; or
- h. **Your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

D. Under **Coverage C**, this policy does not apply to any **casualty business crisis** arising out of, based upon or attributable to:

PRIOR NOTICE

1. Facts alleged, or to the same or related acts alleged or contained, in any crisis, claim or **suit** that has been reported, or in any circumstances where notice has been given under any policy of which this policy or any **underlying insurance** is a renewal or replacement; or

PENDING OR PRIOR CRISIS CLAIM OR SUIT

2. Any pending or prior claim or **suit** as of the inception date of this policy.

SECTION V. DEFINITIONS

In this policy, words and phrases appearing in bold face type have the definitions shown below.

A. The following definitions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

1. **Designated insured** means:

- a. The person(s) and organization(s) specifically described under **SECTION V. DEFINITIONS**, sub-paragraphs **C.6.a.** through **C.6.e.** below for any **insured**; or
- b. Any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit**.

2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:
 - a. Under **Coverage A**:
 - (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 - (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
 - b. Under **Coverage B**, **loss** does not include defense expenses and supplementary payments.
 4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
 5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
 7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.
- B. The following definitions are applicable to **Coverage A** only:
1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
 2. **Insured** means:
 - a. You;
 - b. Any person or organization included as an **insured** in **underlying insurance**; and
 - c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.
 3. **Non-Admitted Jurisdiction** means:
 - a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or
 - b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.
 4. **Occurrence** means a covered event as defined in **underlying insurance**.
 5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

C. The following definitions are applicable to **Coverage B** only:

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purpose of attracting customers or supporters is considered an **advertisement**.

2. **Auto** means:

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

3. **Bodily injury** means physical injury, sickness, or disease, including death of a person. **Bodily injury** to such person also means mental anguish, mental injury, humiliation, or shock if directly resulting from physical injury, sickness, or disease.
4. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
5. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
- b. Your fulfilling the terms of the contract or agreement.

6. **Insured** means:

- a. You, if you are an organization shown in the Declarations, other than a partnership, joint venture or limited liability company. Your executive officers and directors are **insureds**, but only with respect to their duties as your executive officers or directors. Your stockholders are also **insureds**, but only with respect to their liability as stockholders;
- b. You, if you are a partnership or joint venture shown in the Declarations. Your members, your partners, and their spouses or domestic partners are also **insureds**, but only with respect to the conduct of your business;
- c. You and your spouse or domestic partner, if you are an individual shown in the Declarations, but only with respect to the conduct of a business of which you are the sole owner;
- d. You, if you are a limited liability company shown in the Declarations. Your members are also **insureds**, but only with respect to the conduct of your business. Your managers are **insureds**, but only with respect to their duties as your managers;
- e. You, if you are a trust shown in the Declarations. Your trustees are also **insureds**, but only with respect to their duties as trustees;
- f. Your **employees**, but only for acts within the scope of their employment by you;
- g. Your **volunteer workers**, but only while performing duties related to the conduct of your business;
- h. Any person or organization while acting as your real estate manager; or
- i. Your legal representative if you die, but only with respect to duties as such.

No person or organization is an **insured** with respect to the conduct of any current, past or newly formed partnership, limited liability company or joint venture that is not designated within the Declarations of this policy as **Named Insured**.

- 7. Insured contract** means any written or oral agreement entered into by the **insured** in the usual course of the business operations of the **insured** in which the **insured** assumes the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization where the contract or agreement is made prior to the injury or damage. Liability means a liability that would be imposed by law in the absence of any contract or agreement.
- 8. Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- 9. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
 - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above, maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but are considered **autos**:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

- 10. Named insured** means:
- a. The person(s) and organization(s) designated in Item **1.** of the Declarations of this policy;
 - b. Any organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply, other than one which you newly acquire or form; or

- c. Any newly acquired or formed organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply; provided that this policy does not apply to any injury or damage that took place before you acquired or formed the organization.

11. Occurrence means:

- a. With respect to **bodily injury** or **property damage** liability, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. With respect to **personal and advertising injury**, a covered offense. All damages that arise from the same act, publication or general conditions are considered to arise out of the same **occurrence**, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

12. Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your **advertisement**;
- g. Infringement upon another's copyright, trade dress or slogan in your **advertisement**; or
- h. Discrimination (unless insurance thereof is prohibited by law), not arising out of or related to employment practices.

Personal and advertising injury also means mental anguish, mental injury, humiliation, or shock, if directly resulting from an offense listed in Items **12.a.** through **12.h.** above.

13. Products-completed operations hazard means all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

- a. Products that are still in your physical possession; or
- b. Work that has not yet been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed;
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it by any **insured**; or
- b. The existence of tools, uninstalled equipment or abandoned or unused materials.

14. Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

15. **Retained limit** means the amount of damages applicable to each **occurrence** for which the **insured** is responsible that is shown in Item 5. of the Declarations.
16. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
17. **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

18. **Your product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
- (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- b. The providing or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for use of others but not sold.

19. **Your work** means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.

D. The following definitions are applicable to **Coverage C** only:

1. **Casualty business crisis** means an event that in the good faith opinion of your **principal**, in the absence of **casualty business crisis services**, has been or may be associated with:
- a. Damages covered by this policy under **Coverage A** that are in excess of the applicable limits of **underlying insurance** or under **Coverage B** that are in excess of the **Retained Limit**; and
- b. Significant adverse regional or national media coverage.

Casualty business crisis shall include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths or injuries, burns, dismemberment, traumatic brain injury, paraplegia, or contamination of food, drink or pharmaceuticals.

For purposes of **Coverage C**, a **casualty business crisis** will first commence when your **principal** first become aware of the **occurrence** and will conclude at the earliest of the time when the **casualty business crisis advisor** advises you that the crisis no longer exists or when the **Casualty Business Crisis Expense** Aggregate Limit has been exhausted.

2. **Casualty business crisis advisor** means any public relations firm or crisis management firm approved by us that is hired by you to perform **casualty business crisis services** in connection with a **casualty business crisis**.

- 3. Casualty business crisis expense** means amounts paid:
- a. To you for the reasonable and necessary:
 - (1) Fees and expenses of a **casualty business crisis advisor** in the performance for you of **casualty business crisis services** solely for a covered **casualty business crisis**; and
 - (2) Amounts for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a **casualty business crisis advisor** solely for a **casualty business crisis**; and
 - b. To others for the following reasonable and necessary expenses resulting from such covered **casualty business crisis** provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a **casualty business crisis**; and
 - (7) Any other expenses pre-approved by us.
- 4. Casualty business crisis services** means those services performed by a **casualty business crisis advisor** in advising you on minimizing potential harm to you from a covered **casualty business crisis** by maintaining or restoring public confidence in you.
- 5. Principal** means your Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if you are a partnership) or sole proprietor (if you are a proprietorship).

SECTION VI. CONDITIONS

- A.** The following Conditions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

1. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II.** of this policy.

2. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

3. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any **insured** will not relieve us from our obligation to pay damages covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

4. Cancellation and Nonrenewal

a. Cancellation

- (1) You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- (2) We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item **2.** of the Declarations will be sufficient to prove notice.

- (3) The policy period will end on the day and hour stated in the cancellation notice.
- (4) If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
- (5) Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

b. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first **Named insured** shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

6. Currency

Settlements will be paid in United States currency or, when required, in the currency of the country or jurisdiction where the **loss or casualty business crisis** occurred. When conversion into another currency from United States currency is required to pay any **loss or casualty business crisis expense**, the rate of exchange will be determined on the date of the settlement. The rate of exchange will be the rate we incur in obtaining the foreign currency.

7. First Named Insured

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first **Named Insured** will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

8. Inspection

We have the right, but are not obligated to inspect the **insured's** premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards

9. Entities That Are Registered, Domiciled or Have Ongoing Operations in Non-Admitted Jurisdictions

This condition applies solely with respect to entities that are registered, domiciled or have ongoing operations in **non-admitted jurisdictions**.

With respect to a **qualified entity**:

- a. Under **Coverage A**, we will reimburse the first **Named Insured** for **loss** incurred by a **qualified entity** that would have been covered this policy but for the fact that the **loss** was incurred by a **qualified entity** including:

- (1) Damages covered by this policy in excess of the total applicable limits of **underlying insurance**; and
- (2) Reasonable defense expenses incurred with our consent.

We have no duty to defend any person or organization against any claim or **suit** brought or proceeding instituted against any **qualified entity** in a **non-admitted jurisdiction**, but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.

- b. Coverage under this policy will not apply until the **qualified entity** or the **qualified entity's** underlying insurer has paid or is obligated to pay the full amount of the applicable limits of **underlying insurance**.

- c. The duties and requirements imposed upon any **insured** under this policy will not apply to any **non-admitted jurisdiction**. However, with respect to any claims made or **suits** brought in a **non-admitted jurisdiction**, it will be the duty of the first **Named Insured** to do or cause the applicable **qualified entity** to do such things as would be required of such **qualified entity** if **Coverage A** applied directly to such claim or **suit**, including:
 - (1) Make such investigation, defense or settlement as we deem reasonable;
 - (2) Obtain our approval for any payment; and
 - (3) Effect approved payments to others, in accordance with the terms and conditions of this insurance.
- d. Under **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense arising out of any operations or activities of a **qualified entity**.
- e. We will promptly pay the first **Named Insured** at the mailing address listed in Item **2.** of the Declarations the amount of damages covered under the terms of this policy. If the first **Named Insured** or any **qualified entity** recovers from any third party all or part of any amount that we have paid pursuant to this insurance, the first **Named Insured** will promptly reimburse the amount of any such recovery to us.

10. Legal Action Against Us

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

11. Maintenance of Underlying Insurance

During the period of this policy, you agree:

- a. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- b. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or **suits** for damages covered by **underlying insurance**;
- c. The policies listed in the Schedule of Underlying Insurance may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and
- d. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

12. Miscellaneous Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the **insured** must report such error or omission to the company as soon as practicable after its discovery.

13. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

- a. If the **other insurance** is written to be excess of this policy; or
- b. With respect to **Coverage A** only, if the **named insured** has agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on behalf of the **named insured** performed under such written contract. The limits available to the other person or organization will be the lesser of the policy limits or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

- a. As if each **named insured** were the only **named insured**; and
- b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

- a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

- b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the **occurrence** took place;

- (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **occurrence**.
 - b. Knowledge of an **occurrence** by the agent, servant or **employee** of yours, shall not in itself constitute knowledge by the **insured** unless you, or any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit** shall have received such notice from the agent, servants or **employee**.
 - c. If a claim or **suit** against any **Insured** is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
 - d. You and any other involved **insured** must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or **suit**; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
 - e. The **insureds** will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
 - f. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another Insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.
- C. The following Conditions are applicable to **Coverage C**:

1. Notice of a Casualty Business Crisis

You must see to it that we are notified of a **casualty business crisis** as soon as practicable after it first commences. Such notice shall include a description of the **casualty business crisis** and the reason it is likely to involve damages covered by this policy in excess of the applicable limits of **underlying insurance** under **Coverage A** or **Retained Limit** under **Coverage B** and significant adverse regional or national media coverage. We will not be liable for **casualty business crisis expense** incurred prior to, or more than one hundred eighty (180) days after the date notice of such **casualty business crisis** is first given to us. Notice to us shall be given to Zurich Claim Reporting, Care Center, P.O. Box 49547, Colorado Springs, CO 80949, Phone 1-800-987-3373, Fax 1-877-962-2567, E-Mail USZ Care Center@Zurichna.com.

2. Arbitration

If you and we disagree as to whether a **casualty business crisis** has occurred, both parties may, by mutual consent agree in writing to arbitration of the disagreement and the right to any reimbursement for **casualty business crisis expense**.

In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

- a. Pay the expenses it incurs; and
- b. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the state, county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply.