



CONTRACT

#25RFP14005K-CRB

**Health & Human Services South Facility Feasibility
Study**

For

Department of Real Estate and Asset Management

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/16/2023 12:56:23 PM

BUSINESS INFORMATION

CONTROL NUMBER	K800001
BUSINESS NAME	SIZEMORE GROUP, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/16/2023
ANNUAL REGISTRATION PERIOD	2023, 2024, 2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	342 Marietta Street, NW Unit 3, ATLANTA, GA, 30313-3123, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Bill De St. Aubin	342 Marietta Street, Atlanta, GA, 30313, USA	Fulton

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Bill de St. Aubin
AUTHORIZER TITLE	Organizer

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CONTRACT AGREEMENT

Consultant: Sizemore Group, LLC.

Contract No.: 25RFP14005K-CRB
Health & Human Services Sough Feasibility Study

Address: 342 Marietta St., NW, Unit 3
City, State Atlanta, Georgia 30313

Telephone: (404) 605-0690

Email: lilyb@sizemoregroup.com

Contact: Lily Berrios,
Principal

This Agreement made and entered into effective the 18th day of June, 2025
by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of
Georgia, hereinafter referred to as "**County**", and **SIZEMORE GROUP, LLC.**, hereinafter
referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management
hereinafter referred to as the "**Department**", desires to retain a qualified and experienced
Consultant to perform the **Health & Human Services South Feasibility Study**,
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 Requirements;
- IV. Exhibit B: Special Conditions [No Special Conditions];
- 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 Wednesday, June 18th, 2025; Item #25-0469.

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 primary objective for this project is to assess the overall needs of the County's HHS services, evaluate the feasibility of a new modern facility to consolidate HHS services in South Fulton County in order to meet the future and long-term needs of Fulton County in its efforts to support Health & Human services, promote health and well-being, to encourage public visits and interaction and increase quality of life. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this

Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The initial contract term is for one (1) year, with an option to extend the contract for an additional one (1) year, at the County's sole discretion. The contract will commence as of the date the Notice to Proceed (NTP) issued. The draft Feasibility Study is due four (4) months from issuance of the NTP. The final Feasibility Study with recommendations is due six (6) months from the issuance of the NTP.

ARTICLE 10. **COMPENSATION**

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

The total contract amount for the Project shall not exceed \$497,966.00 (Four Hundred Ninety-Seven Thousand Nine Hundred Sixty-Six Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

ARTICLE 13. **DISPUTES**

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

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

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

all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

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

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

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

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

ARTICLE 23. **CONFIDENTIALITY**

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

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

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

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

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

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such

termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 31. **AUDITS AND INSPECTORS**

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

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

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. VERBAL AGREEMENT

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

ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

Fulton County Government
Department of Real Estate and Asset Management
Director
141 Pryor Street, SW, Suite G-119
Atlanta, Georgia 30303
Telephone: (404) 612-3772
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis

With a copy to:

Fulton County Government
Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Sizemore Group, LLC
342 Marietta Street, NW, Unit 3
Atlanta, Georgia 30313
Telephone: (404) 605-0690
Email: lilyb@sizemoregroup.com
Attention: Lily Berrios

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and

provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

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

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

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

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

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

ARTICLE 41. **TAXES**

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

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

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

ARTICLE 43. **NON-APPROPRIATION**

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

the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

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

ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

SIZEMORE GROUP, LLC

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Lily Berrios

Lily Berrios,
Principal

ATTEST:

ATTEST:

Signed by:

Tonya R. Grier

Tonya R. Grier,
Clerk to the Commission

(Affix Corporate Seal)



Angel Kauffmann

Secretary/
Assistant Secretary

(Affix Corporate Seal)



APPROVED AS TO FORM:

Signed by:

David Lowman

David Lowman,
Office of the County Attorney

APPROVED AS TO CONTENT:

Signed by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and Asset
Management

ITEM#: _____ RM: _____
REGULAR MEETING

ITEM#: 25-0469 2ND RM: 06/18/25
SECOND REGULAR MEETING

ADDENDA



Date: March 7, 2025

Project Number: 25RFP140054K-CRB

Project Title: Health and Human Services South Feasibility Study

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 of the RFP

This is to acknowledge receipt of Addendum No. 1, 12th day of February, 2025.

Sizemore Group

Legal Name of Bidder/Proposer

Derek Hart

Signature of Authorized Representative

Marketing Manager

Title



Date: March 7, 2025

Project Number: 25RFP140054K-CRB

Project Title: Health and Human Services South Feasibility Study

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

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 7th day of March, 2025.

Sizemore Group

Legal Name of Bidder/Proposer

Derick Hart

Signature of Authorized Representative

Marketing Manager

Title



Date: March 12, 2025

Project Number: 25RFP140054K-CRB

Project Title: Health and Human Services South Feasibility Study

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

ADDENDUM NO. 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 3, 12th day of March, 2025.

Sizemore Group

Legal Name of Bidder/Proposer

Derek Hart

Signature of Authorized Representative

Marketing Manager

Title

EXHIBIT A

GENERAL REQUIREMENTS

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.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. 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.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. 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.
10. 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)

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall conduct a Feasibility Study to assist the County to gain insights into modern HHS Facilities in the current market. The Feasibility Study will guide consideration and decision-making in regard to site selection, space requirements and potential improvements for the health and human service facility. Operational aspects such as patient intake, processing, care, medical procedures and disposal as well as public accessibility, safety, comfort, training, and staff wellbeing should be taken into account. The Consultant is expected to provide recommendations to ensure the County is informed of the best possible options.

This project will cost consist of three phases:

- **Phase 1:** Feasibility Study
- **Phase 2:** Site Evaluation and Review
- **Phase 3:** Conceptual Design

Phase 1 – Feasibility Study

Task – 1 Market Analysis

The Consultant shall perform a market analysis of the current trends and future projections in Health and Human Services facilities. This analysis should provide a benchmark to the County's new facility.

- **Market Trends:** Provide an industry overview. Discuss the trends in animal shelters, including location choices, popular facility features, and performance measures.
- **Analysis of Comparable and Competitive Facilities:** identify and analyze other successful animal shelters which are recently constructed in the region or constructed by another County. Provide a benchmark analysis, indicate how the new animal shelters help elevate the animal services, as well as the best practice of design and program modeling.
- **Patient Welfare Trends:** Discuss the trends in Patient welfare and explain how the facility contributes to the best practices in patient care and welfare, including behavioral health, citizen education and training, etc.

Task 2- Feasibility Analysis

*The Consultant must examine the purpose and goal of the new facility and its future services.

* Level of service will this facility provide: Will function as a medical and constituent services that has its primary function seeing that Patient welfare in maintained.

*Will rise to the level of other similar facilities in the area.

*The Consultant should also demonstrate how the construction of a new facility will help the County meet or exceed strategic goals.

Task 3 - Needs Assessment

The Consultant shall:

- Meet with appropriate county staff from Health and Human Services including Behavioral Health, Board of Health, Senior Services et. and representatives of the Department of Real estate and Asset Management to understand contextual issues and gain insights into the needs.
- Tour facilities in the area as well as review plans for the new facility planned at 4700 North Point parkway.
- Review current operations, statistics, and service needs with the respective departments intended to be placed at the new facility.
- Determine the needs for the new facility and any future expansion.
- Stakeholder & Community Input

The Programming/Bridging Document Team (PBDT) shall compile and summarize results of the stakeholder and community (both library patron and local business community) input and describe how these are incorporated into the Program Document. The Consultant must assist the County with Health and Human Services Stakeholders and Community Engagement/Input.

- A) The Programming/Bridging Document Team (PBDT) shall be responsible for soliciting stakeholder, Health and Human Services and community engagement in developing the vision and for and defining the purpose of the new South HHS facility. This will involve defining the potential of such a facility as an asset to the County and surrounding jurisdictions. The programmer will provide examples of the role, function, building program and design of the HHS Facility to illustrate the array of possibilities the community and stakeholders should consider.
- B) The PBDT will seek input through survey(s), focus groups, and meetings to define the role of HHS Services for the jurisdictions being supported by the program. This process should involve the entire community to capture the Services valuable role as a countywide resource and its value to all residents of Surrounding service area.
- C) The PBDT shall take the lead in all stakeholder input sessions that include facilitation of meeting; sign-in sheets; producing materials to solicit stakeholder input and discussion; recording input; summarizing and reporting input received.
- D) The PBDT shall also take the lead role in facilitating animal services patron community input and engagement meetings as well as local business community roundtable discussions regarding Animal Services. The PBDT shall account for multiple input/engagement meetings for each category of stakeholders they are seeking (i.e. HHS Services Administrators and Staff; Shelter Patrons; and Local Business Community) until sufficient data is received.
- E) The PBDT shall assist the County staff in developing, administering and codifying the results of an appropriate survey tool crafted to elicit a comprehensive response from stakeholders and the community. Possible

tasks include developing, designing, producing and distributing printed materials; creating displays and presentations; setting up public forums and other special events; designing and implementing surveys; codifying, interpreting, and reporting on the results of the public engagement process.

- F) The PBDT shall develop a report of the public engagement process. This is to include: bi-weekly activity updates; summary data to illustrate progress in engaging the community; a monthly status report of the project acceptable to the County for the Board of Commissioners and Fulton County Senior Leadership. The Consultant shall produce a final recommendation for consideration by Fulton County Leadership and the Board of Commissioners.
- G) The Consultant will synthesize the information gathered by the above stated investigations as a basis for developing the Building Space Program. The options must reconcile the programmatic needs within the project budget with a conceptual cost estimate included.

1. Space Programing Facility and Space Recommendation

Based on the analysis and assessment, the Consultant should provide facility and space recommendations for the new facility and demonstrate the functional relation and priorities for the project.

- **Functional Space Recommendation:** Provide recommendation on functional rooms/space (patient intake, examination room, pharmacies, adult behavioral health, DUI services, Senior Services, Board of Health Services -Administrative, Nursing, Environmental, ORAL, Travel Nursing, WIC, Vital Records as well as other services that may be identified through this process.), outdoor space (courtyard, parking, etc.), and support needs (office, break room, storage, etc.). Identify the size and function. Clarify the space criteria and any code or policy related. Explain how these spaces would make County's HHS service competitive in the market.
- **Additional Space to Consider:** Provide recommendation on additional functional spaces which are leading edge and the best practices in industry.
- **Facility Recommendation:** Provide recommendation on facility design. The design should be the best practices for animal health that taking into consideration critical issues - housing of different types of patient care (healthy, sick, patient stress control, sanitation, disease management, noise control, lighting, staff efficiency, etc. The shelter should be disease free and low odor, providing a safe, comfortable and stress-free environment, resulting in efficient flow through and higher adoption rates. The layout and circulation should facilitate supervision and enhance operational efficiency.
- **Other Features:** Provide insight into other critical features for the project's success. The other features may include but not limited to potential expansion, materials and finishes, roof elements, HVAC system, clinic facilities, and etc.

Phase 2 - Site Evaluation

Site Evaluation may include the following:

- A comprehensive review of intended sites or if not adequate, evaluate and recommend other options as well as related to bonding and serviceability options.
- Location assessment based on accessibility, public transit, interstate/roadway evaluation for both user and service provider.
- Site topographical study.
- Potential site recommendations with pros/cons analysis

Phase 3 Conceptual Design

The PBDT shall prepare bridging documents including design criteria, performance specifications, site plans, building floor plans, elevations, sections, structural plans, MEP plans, food service, furniture layouts and other project-specific material sufficient to provide the basis for competitive procurement.

- A. **PREPARE BRIDGING DOCUMENTS:** The PBDT will perform program verification, gather and verify project and site information, create project schedule that depicts delivery of services and milestones that lead to completion of 50% Design Development (DD) documents/plans and performance specifications in 120 calendar days from County approval of the Program Space Document.
- B. **DESIGN PHASE:** The PBDT shall include all services listed in the full design scope (Program Verification, Gather and Verify Project and Site Information, Project Schedule, Meetings, Construction Cost, Estimates, County Approvals, and Regulatory Compliance) to prepare Bridging Documents through 50% Design Development. The Bridging Documents shall be of sufficient detail to illustrate design intent and correlate the program to similar to that as planned for 4700 North Point Parkway, and to allow Design/Build Contractors to prepare a bid. In addition, the Bridging Documents shall specify the exact or minimum amount of usable floor area required in each programmed space; and as appropriate, specific design directives and design configurations in specific programmed spaces and, more detailed design in specific spaces as determined by the County.

The PBDT shall include a Construction Cost Estimator that shall provide a detailed cost estimate at 100% Schematic Design (SD) and 50% Design Development meetings. Detailed cost estimates shall include units' costs broken out in CSI 2004 format, in a level of detail acceptable to the County. It is the PBDT's responsibility to provide a design within the County's budget.

The Consultant shall perform schematic design and design development. The schematic design should be developed in detail to establish the validity and constructability. The design decisions should be made final. The Consultant shall project the budget as well.

The PBDT shall be prepared to work with the County's Technology, Wayfinding and FF&E consultants during the Bridging Document phase. The Technology, Wayfinding and FF&E consultants may be contracted directly with the County, but the County

also reserves the right to request that the PBDT directly contract with the Bridging Architect's team that creates the bridging documents. The Technology Consultant shall produce the bridging Technology drawings; Wayfinding Consultant shall produce the Wayfinding drawings; and the FF&E shall produce the bridging FF&E drawings that will be included within the Bridging Document package.

All work shall be done with Revit software. The PBDT shall provide both electronic files (.pdf and .rvt) and hard copies of documents for the County's use; County's vendors' use; including but not limited to the selected Design/Builders to use.

- C. **REVIEWS:** The PBDT shall provide review meetings with the County at 50% Schematic Design (SD); 100% SD; 25% Design Development (DD); and 50%.

After each review meeting with the Owner, The PBDT shall incorporate Owner's Comments into revised bridging documents and re-issue to the Owner within 7 calendar days.

Provide review sets of drawings and specifications. Provide review drawings at 50% SD, at 100% SD, at 25%, and 50% DD, and one final proposed set of bridging plans and performance specifications after 50% DD review meeting and County approval.

Included with each review set of drawings and specifications shall be a detailed cost estimate verifying design is within the construction budget. A cost verification review meeting will also be included to reconcile design/estimates with approved budget at each design phase review.

All key members of the PBDT shall be made available during the review meetings.

- D. **COMMUNITY PRESENTATION:** The PBDT shall provide County Team with project data; renderings; site and floor plans to include in a Project Fact Sheet to be presented to the Board of Commissioners (BOC).

Following Schematic Design approval BOC approval of Fact Sheet, the PBDT shall lead a Community presentation meeting that will provide the Community with highlights of design as well as identify and explain how community input shaped the design. The PBDT shall prepare all materials required for the presentation; including but not limited to renderings; and electronic presentations.

- E. **DESIGN / CONSTRUCTION ADMINISTRATION:** The PBDT shall provide the following Construction Administration services:

- Review Design Builders 100% DD Documents; 50% CD's; 95% CD's and 100% CD's developed by the Design/Builder. Attend review meetings for each document phase and provide written report within 10 calendar days. Bridging Architect shall review documents for compliance with design intent and Bridging Documents.
- Submittal Review for compliance with design intent and Bridging Documents. Review shall take no longer than 7 calendar days.
- RFI answer review for compliance with intent of Bridging Documents. Review shall take no longer than 2 calendar days.
- Supplemental Document Review - Bridging Architect shall review any sketches,

supplemental instructions, bulletins, etc. issued by Design/Builder for design intent and Bridging Documents.

- Attend bi-monthly Owner Architect Contractor (OAC) meetings for duration of the construction of the project. PBDT shall be copied on all meeting minutes and field reports generated by the Design Builder and reviewed. Comments from PBDT must be returned within 3 business days. Assume 24-month construction duration.

F. ADDITIONAL SERVICES:

Alta Survey - The PBDT shall hire a qualified surveyor to produce an ALTA survey that will be included in the Bridging Document Package.

Parking Survey - The PBDT shall also hire a qualified consultant to perform a detailed parking survey/report for the identified properties to ensure adequate parking is provided for staff, operations and customers

Cost Projection -The Consultant shall project the overall cost in detail, including construction cost and moving cost, with separate breakdowns for each particular project component. The Consultant shall assist on and review budget control as well as making recommendations on any financing options

Bid Support Services -The Consultant shall assist County in bid package preparation, bid advertisement, bid review and analysis.

Construction Administration Services -During the construction phase, the Consultant shall perform regular site visit, inspections, drawings and documents review, cost estimate review, design error resolving, etc.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

- Presentation of the Feasibility Study to Fulton County Government.
- Draft Building Space Programming Document including Preparation of a PowerPoint presentation.
- Final Building Space Programming Document.
- Space Program Verification Document by Bridging Architect.
- 50% Schematic Design Documents (including Construction Cost Estimate).
- 100% Schematic Design Documents (including Construction Cost Estimate).
- 25% Design Development Documents (including Construction Cost Estimate).
- 50% Design Development Documents (including Construction Cost Estimate).
- ALTA Survey.
- Parking Survey/Report.
- BIM Project Execution Plan Conceptual Site Plan.
- Space Programming and Bridging Document Time Line Schedule with major tasks identified.

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 \$497,966.00. The detailed costs are provided below:

Exhibit 2: Cost Proposal Form

Cost Proposal Form

The Proposer shall include an introduction which outlines the contents of the Cost Proposal. All cost should be accompanied by hourly billing rates by classification for the Prime Consultant and any Sub-Consultants for each phase. The name of each firm should be clearly identified with each submittal.

Phase 1 Feasibility Study: 184,972
In Dollars and Cents \$ _____ Total

Cost in Words:
one hundred eight four thousand and nine hundred seventy two dollars

Phase 2 Site Selection:
33,000
In Dollars and Cents \$ _____ Total

Cost in Words: thirty three thousand dollars.

Phase 3 Conceptual Design thru 100% SD:
279,994
In Dollars and Cents \$ _____ Total

Cost in Words:
two hundred seventy nine thousand and nine hundred ninety four dollars. _____

Total Cost of All three Phases in Dollars and Cents:
\$ _____ 497,966

Total Cost of All three Phases in Words:
four hundred ninety seven thousand and nine hundred sixty six dollars.

Proposer’s Name: Sizemore Group

Role	Hourly Rate
Sizemore Group	
Partner/Principal	\$340
Senior Associate	\$220
Associate	\$190
Managing Director	\$290
Administrative Staff	\$130
Fox Group	
Consultant	\$380
Travis Pruitt and Associates	
Principal	\$300
Senior Project Manager	\$225
Project Manager	\$175
Engineer II	\$165
Engineer I	\$150
Newcomb & Boyd	
Partner/Principal	\$320
Director	\$300
Senior Commissioning Professional	\$260
Lead Engineer or Designer	\$245
Senior Specialty Engineers	\$225
Senior Engineers	\$215
Commissioning Professional	\$185
Lighting Designer	\$165
Specialty Engineer	\$175
Engineers	\$145
IT Professionals	\$145
Technicians	\$115
Palacio Collaborative	
Senior Cost Analysis	\$195
Palmer Engineering	
Principal-in-Charge	\$275

EXHIBIT F

PURCHASING FORMS



A. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Sizemore Group
Project No. and Project Title:	Health and Human Services South Feasibility Study, RFP 25RFP140054K-CRB

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

211424

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

3/19/25

Date of Authorization

Sizemore Group

Authorized Officer or Agent
(Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Derek Hart

Printed Name (of Authorized Officer or Agent of Contractor)

Derek Alan Hart

Signature (of Authorized Officer or Agent)

Marketing Manager

Title (of Authorized Officer or Agent of Contractor)

3/19/25

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19th DAY OF March, 20 25

Katherine Ann Marin

Notary Public



[NOTARY SEAL]

Notarized remotely online using communication technology via Proof.

My Commission Expires: 11/30/2028

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



A. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Sizemore Group
Project No. and Project Title:	Health and Human Services South Feasibility Study, RFP 25RFP140054K-CRB

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

211424

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

3/19/25

Date of Authorization

Sizemore Group

Authorized Officer or Agent
(Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Derek Hart

Printed Name (of Authorized Officer or Agent of Contractor)

Derek Alan Hart

Signature (of Authorized Officer or Agent)

Marketing Manager

Title (of Authorized Officer or Agent of Contractor)

3/19/25

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19th DAY OF March, 20 25

Katherine Ann Marin

Notary Public



[NOTARY SEAL]

Notarized remotely online using communication technology via Proof.

My Commission Expires: 11/30/2028

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	The Fox Group
Project No. and Project Title:	25RFP140054K-CRB/HHS South Facility Feasibility Study for Department of Real Estate and Asset Management

FORM B: 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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Federal Work Authorization User Identification
Number (EEV/E-Verify Company Identification
Number)

Date of Authorization

Authorized Officer of Agent
(Name of Subcontractor)

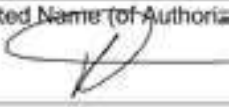
**I hereby declare under penalty of
perjury that the foregoing is true and
correct**

Cindy Winn-Garnigan

Printed Name (of Authorized Officer or Agent of Contractor)

Director, Consulting Services

Title (of Authorized Officer or Agent of Contractor)



Signature (of Authorized Officer or Agent)

03/17/20

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Travis Pruitt & Associates, Inc.
Project No. and Project Title:	25RFP140054K-CRB Health & Human Services South Feasibility Study

FORM B: SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-81, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

058313
Federal Work Authorization User Identification
Number (EEV/E-Verify Company Identification
Number)

11/6/2007
Date of Authorization

Travis Pruitt & Associates, Inc.

Authorized Officer of Agent
(Name of Subcontractor)

I hereby declare under penalty of
perjury that the foregoing is true and
correct

Travis Pruitt
Printed Name (of Authorized Officer or Agent of Contractor)

President
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

3/14/2015
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

14th DAY OF March, 2015

[Signature]
Notary Public

My Commission Expires: 06/05/2025



* As of the effective date of O.C.G.A. 13-10-81, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Sizemore
Project No. and Project Title:	25-0212 – Fulton County Health & Human Services South Facility Feasibility Study

FORM B: 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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

65440

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

11/02/2007

Date of Authorization

Donald L. Walker, Partner

Authorized Officer or Agent

(Name of Subcontractor) Newcomb & Boyd, LLP

I hereby declare under penalty of perjury that the foregoing is true and correct.

Donald L. Walker

Printed Name: (if Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

Partner

Title (of Authorized Officer or Agent of Contractor)

3/19/2008
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19th DAY OF March, 2025

[Signature]
Notary Public

My Commission Expires: November 2, 2027



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/E-Verify Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

X

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.

Atlanta Office Director (President Emeritus, Principal) Lily Berrios:
342 Marietta Street, NW, Unit 3, Atlanta, GA 30313

Asheville Office (President) Joel Helms:
9 SW Pack Square, Suite 302| Asheville NC 28801

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.

Over the last 5 years, Sizemore Group has maintained a focus on civic and higher education markets. With the exception of outlier years such as with the pandemic, profits have generally increased marginally each year. In 2022, a satellite office in Asheville, NC was established. That office continues to operate today.

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.

Sizemore Group has provided standby architectural services for Fulton County from 2018-current.

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 19th day of March, 2025

Sizemore Group 3/19/25

(Legal Name of Proponent) (Date)

Derek Alan Hart 03/19/2025

(Signature of Authorized Representative) (Date)

Marketing Manager

(Title)

State of Texas, County of Bexar:

Sworn to and subscribed before me,

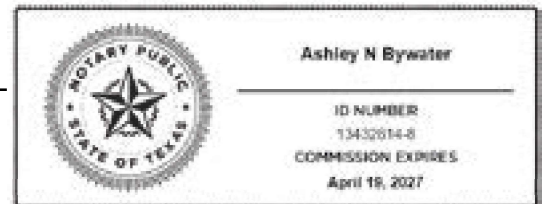
This 19th day of March, 2025

Ashley N. Bywater Notary Public, State of Texas

(Notary Public) (Seal)

Commission Expires 04/19/2027

(Date)



Electronically signed and notarized online using the Proof platform.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

Type text here

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

Contractor's Name:

Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

Professional License Type: Architecture

Professional License Number: LPR-167590-2020

Expiration Date of License: 12/31/25

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

Signed: *Derek Hart*

Date: 3/19/25

(ATTACH COPY OF LICENSE)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

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

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

Sizemore Group
(BUSINESS NAME)

342 Marietta Street, NW, Unit 3, Atlanta, GA 30313
(FULTON COUNTY BUSINESS ADDRESS)

Marketing Manager
(OFFICIAL TITLE OF AFFIANT)

Derek Hart
(NAME OF AFFIANT)

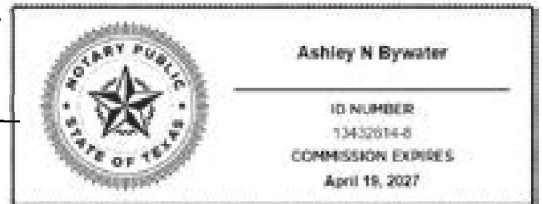
Derek Alan Hart
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

State of Texas, County of Bexar:

This 19th day of March, 2025

Ashley N. Bywater Notary Public, State of Texas
(Notary Public) (Seal)



Commission Expires: 04/19/2027
(Date)

Electronically signed and notarized online using the Proof platform.

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Derek Hart),
Name

MArketiNg Manager

Sizemore Group

Title

Company Name

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

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

NAME: Derek Hart

TITLE: Marketing Manager

SIGNATURE: Derek Hart

ADDRESS: 342 Marietta St NW UNIT 3
Atlanta, GA 30313

PHONE NUMBER: 404.605.0690

EMAIL: DerekH@sizemoregroup.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Sizemore Group

ITB/RFP Name & Number: 25RFP140054K-CRB

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

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 274,000 Or 47 %

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

JV Partner(s) information:

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

Contract Compliance Requirements

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

Total Dollar Value of Certified Subcontractors: (\$) 306,400

Total Percentage of Certified Subcontractors: (%) 53%	0.00%
--	-------

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

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

Signature: _____ **Title:** Marketing Manager

Business or Corporate Name: Sizemore Group

Address: 342 Marietta St NW UNIT 3
Atlanta, GA 30313

Telephone:-(404.605.0690

Fax Number: (404.605.0690

Email Address: DerekH@sizemoregroup.com

EXHIBIT B2 FORM

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT PROVISIONS

South Fulton Health and Human Services Feasibility Studies

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages 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- X, 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 *(If applicable)*

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY** *(If applicable)* Each Occurrence \$2,000,000
(In excess of above noted coverages)

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.

This 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:

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.

Type text here

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 STATEMENTS, AND THE REPRESENTATIVE OF THE
CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN
CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Sizemore Group SIGNATURE: Derek Hart

NAME: Derek Hart TITLE: Marketing Manager

DATE: 3/19/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2025

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 Relation Insurance, Inc. 3930 East Jones Bridge Road Suite 210 Peachtree Corners GA 30092	CONTACT NAME: Kim Langley PHONE (A/C, No, Ext): (678) 740-0241 FAX (A/C, No): (678) 740-0241 E-MAIL ADDRESS: kim.langley@relationinsurance.com																					
INSURED Sizemore Group, LLC. 342 Marietta St NW Suites 2 & 3 Atlanta GA 30313	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr> <tr> <td>INSURER B:</td><td>Utica National Assurance Company</td><td>10687</td></tr> <tr> <td>INSURER C:</td><td>Continental Casualty Company</td><td>20443</td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Underwriters Insurance Company	30104	INSURER B:	Utica National Assurance Company	10687	INSURER C:	Continental Casualty Company	20443	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Continental Casualty Company	20443																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 2025-2026 COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20SBABH1FFJ	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			20SBABH1FFJ	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			20SBABH1FFJ	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5401136	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			AEH008234253	11/01/2024	11/01/2025	Per Claim Limit:	\$3,000,000
							Aggregate Limit:	\$4,000,000
							Deductible:	\$35,000

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

Business Personal Property coverage is provided under policy no. 20SBAAG4495 effective 1/1/2025-2026 written through Sentinel Ins. Co. with a limit of \$437,600 and a \$250 deductible. The coverage is special cause of loss including theft subject to normal policy exclusions. Fulton County Government, its officials, officers and employees are added as an additional insured with waiver of subrogation and 30 day notice of cancellation under the general liability, auto liability and umbrella as required by written contract. Waiver of subrogation and 30 day notice of cancellation apply for Fulton County Government, its officials, officers and employees as required by written contract. The insured's policies are primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government. Attn: Purchasing Dept. 130 Peachtree Street, SW Suite 1168 Atlanta GA 30303-3459	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Jon Cooper</i></p>
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Certificate Of Completion

Envelope Id: 77A33C91-9371-4438-9CC2-C9956A96727F

Status: Completed

Subject: 25RFP14005K-CRB; Sizemore Contract

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 65

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Darlene Banks

AutoNav: Enabled

Stamps: 2

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-08:00) Pacific Time (US &

Atlanta, GA 30303

Canada)

darlene.banks@fultoncountyga.gov

IP Address: 134.231.232.249

Record Tracking

Status: Original

Holder: Darlene Banks

Location: DocuSign

7/18/2025 1:55:10 PM

darlene.banks@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

Signature

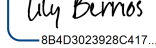
Timestamp

Lily Berrios

DocuSigned by:

Sent: 7/18/2025 2:19:54 PM

lilyb@sizemoregroup.com

8B4D3023928C417...

Viewed: 7/18/2025 2:22:11 PM

Principal

Signed: 7/18/2025 2:22:56 PM

Sizemore Group

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 96.67.98.25

Electronic Record and Signature Disclosure:

Accepted: 7/18/2025 2:22:11 PM

ID: 622fc346-e55c-481c-a912-a5bfc4c497a0

Angel Kauffmann

Signed

Sent: 7/18/2025 2:23:00 PM

angelk@sizemoregroup.com



Viewed: 7/18/2025 2:23:42 PM

Security Level: Email, Account Authentication
(None)

Signed: 7/18/2025 2:26:42 PM

Using IP Address: 63.247.68.202

Electronic Record and Signature Disclosure:

Accepted: 7/18/2025 2:23:42 PM

ID: 3cef7397-6d85-4919-a24b-7080e89da322

Craig Bogan

Completed

Sent: 7/18/2025 2:26:46 PM

Craig.Bogan@fultoncountyga.gov

Viewed: 7/18/2025 2:36:05 PM

Assistant Purchasing Agent

Using IP Address: 68.74.213.145

Hogan Construction Group, LLC

Security Level: Email, Account Authentication
(None)

Signed: 7/18/2025 2:36:40 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
<p>Joseph Davis joseph.davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/22/2025 7:54:56 AM ID: 03d8df76-89a2-411a-8e66-b1bc2fe9f846</p>	<p>Signed by:  B20354A88008422...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:1702:7490:78e0:9411:2dad:7b02:9c2c Signed using mobile</p>	<p>Sent: 7/18/2025 2:36:45 PM Viewed: 7/22/2025 7:54:56 AM Signed: 7/22/2025 7:55:16 AM</p>
<p>David Lowman david.lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/22/2025 7:56:29 AM ID: f9435555-0fc3-4c19-b8fb-eb90a72ec70d</p>	<p>Signed by:  0EC92EDADEFB4B8...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4</p>	<p>Sent: 7/22/2025 7:55:19 AM Viewed: 7/22/2025 7:56:29 AM Signed: 7/22/2025 8:05:01 AM</p>
<p>Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/27/2017 10:39:37 AM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p>	<p>Completed</p> <p>Using IP Address: 2600:1000:b07f:169f:743e:2cdc:28a1:b51c Signed using mobile</p>	<p>Sent: 7/22/2025 8:05:06 AM Viewed: 7/29/2025 7:38:38 AM Signed: 7/29/2025 7:39:07 AM</p>
<p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/29/2025 7:53:57 AM ID: 9777c29a-3ba5-46d2-b78a-147a3c9a9a6e</p>	<p>Signed by:  14E1B4AA5F6A44A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10</p>	<p>Sent: 7/29/2025 7:39:13 AM Viewed: 7/29/2025 7:53:57 AM Signed: 7/29/2025 7:54:11 AM</p>
<p>Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/16/2018 7:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4</p>	<p>Signed by:  EEC476C4837848D...</p> <p></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 104.129.206.77</p>	<p>Sent: 7/29/2025 7:54:16 AM Viewed: 7/29/2025 8:03:28 AM Signed: 7/29/2025 8:03:45 AM</p>

Signer Events	Signature	Timestamp
Craig Bogan Craig.Bogan@fultoncountyga.gov Assistant Purchasing Agent Hogan Construction Group, LLC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 74.174.59.4	Sent: 7/29/2025 8:03:50 AM Viewed: 7/30/2025 4:49:42 AM Signed: 7/30/2025 8:08:14 AM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2025 8:08:19 AM Viewed: 7/30/2025 1:50:35 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/18/2025 2:19:55 PM
Envelope Updated	Security Checked	7/21/2025 8:13:23 AM
Envelope Updated	Security Checked	7/21/2025 8:13:23 AM
Certified Delivered	Security Checked	7/30/2025 4:49:42 AM
Signing Complete	Security Checked	7/30/2025 8:08:14 AM
Completed	Security Checked	7/30/2025 8:08:19 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

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

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

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

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

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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