

CONTRACT

#22RFP1011K-DB

PROGRAM MANAGEMENT SERVICES FOR THE AFFORDABLE TINY HOMES

For

DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT



GEORGIA SECRETARY OF STATE

BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: MicroLife Institute, Inc. Control Number: 16005975

Business Type: Corporation **Domestic Nonprofit** Business Status: Active/Compliance

NAICS Code: Any legal purpose **NAICS Sub Code:**

1182 Vaughan St, Principal Office Address: Clarkston, GA, 30021,

Date of Formation / 1/12/2016

Last Annual Registration 2024 State of Formation: Georgia

Year:

Registration Date:

REGISTERED AGENT INFORMATION

Registered Agent Name: William Johnston

Physical Address: 1182 Vaughan St, Clarkston, GA, 30021, USA

County: Dekalb

OFFICER INFORMATION

Name	Title	Business Address
Dirk Brown	Secretary	PO Box 5263, Atlanta, GA, 31107, USA
Kim Bucciero	CFO	218 Lowry St NE, Atlanta, GA, 30307, USA
William Johnston	CEO	1182 Vaughan St, Clarkston, GA, 30021, USA

Filing History Name History Back

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: https://sos.ga.gov/ © 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19 Report a Problem?

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CONTRACT AGREEMENT

Consultant: MicroLife Institute, Inc.

Contract No.: #22RFP1011K-DB; Program Management Services for the Affordable

Tiny Homes

Address: 1182 Vaughan Street City, State Clarkston, Georgia 30021

Telephone: 404-502-2195

Email: will@microlifeinstitute.org

Contact: William Johnston,

Executive Director

This Agreement made and entered into effective the $\frac{5 \text{ th}}{2023}$ day of $\frac{\text{May}}{2023}$, 2023 by and between **FULTON COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **MicroLife Institute**, **Inc.**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Real Estate and Asset Management** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform management services for the design, development, construction and administration of this affordable houses tiny house project., 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 [Not Applicable];
- V. Exhibit C: Scope of Work;

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms;
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

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

The Agreement was approved by the Fulton County Board of Commissioners on Wednesday, April 19th, 2023; BOC #23-0289.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform work that is intended to include a broad range of services and activities that will be performed throughout the completion of this project, at the County's discretion, in order to meet the needs in implementing the Affordable Houses-Tiny House project. 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 term of the contract shall be for a three-year term, with one (1), one (1) year renewal option. Effective upon Execution of Contract.

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 \$330,399.00 (Three Hundred Thirty Thousand Three Hundred Ninety-Nine Dollars and No Cents), which is the full payment for a complete scope of work for fiscal year '2023. Fiscal Year '2024 is

\$223,399.00 and Fiscal Year '2025 is \$223,399.00.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 12. SUSPENSION OF WORK

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

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 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 <u>Survival.</u> The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

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

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

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

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any

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

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 Conflict of interest:

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

Section 27.02 Interest of Public Officials:

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection

by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management Director of DREAM 141 Pryor Street, SW, Suite 6001 Atlanta, Georgia 30303 Telephone: 404-612-4855

Email: Joseph.Davis@fultoncountyga.gov

Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance Chief Purchasing Agent 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303 Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

MicroLife Institute, Inc.
Executive Director, Founder and C.E.O.
1182 Vaughan Street
Clarkston, Georgia 30021
Telephone: 404-502-2195

Email: will@microlifeinstitute.org

Attention: William Johnston

ARTICLE 35. JURISDICTION

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. FORCE MAJEURE

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

ARTICLE 38. OPEN RECORDS ACT

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

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

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

ARTICLE 40. **INVOICING AND PAYMENT**

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

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

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant

is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

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

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. **NON-APPROPRIATION**

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

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be

renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

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

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

OWNER:	CONSULTANT:
FULTON COUNTY, GEORGIA	MICROLIFE INSTITUTE, INC.
Docusigned by:	William Johnston
Fulton County Board of Commissioners	—₁₃Ճ William ₄₂Johnston, Executive Director Founder and C.E.O.
ATTEST:	ATTEST:
Tonya K. Grich	Mary Katherine Barnes
APPROVED AS TO FORM: Docusigned by: Demal Stewart 8857@ffice-of the County Attorney APPROVED AS TO CONTENT:	County: Fulton Commission Expires: 06/03/2025 DocuSigned by: (Affix Corpor 10/04/2011)
Management Docusigned by: Moscephath. Davis, Director Department of Real Estate and Asset Management	

2022 0200	<u> 1/10/2023</u>		
ITEM#: 2023-0289	RCS:	ITEM#:	RM:
RECESS MEETING		REGULAR MEE	TING

ADDENDA

Department of Real Estate and Asset Management



Date: November 2, 2022

Project Number: 22RFP1011K-DB

Project Title: PROGRAM MANAGEMENT SERVICES FOR THE AFFORDABLE TINY

HOMES

This Addendum forms a part of the contract documents and <u>modifies</u> 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, _____day of __/___day of __/____

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Title

Department of Real Estate and Asset Management



Date: November 15, 2022

Project Number: 22RFP1011K-DB

Project Title: PROGRAM MANAGEMENT SERVICES FOR THE AFFORDABLE TINY

HOMES

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, 21 day of November, 2022

2022.	,,	
William Johnston		
Legal Name of Bidder/Proposer		
DocuSigned by:		
William Johnston		
Signature of Authorized Representative		
Executive Director, MicroLife Institute, Inc.		
Title		

Department of Real Estate and Asset Management



Date: November 16, 2022

Project Number: 22RFP1011K-DB

Project Title: PROGRAM MANAGEMENT SERVICES FOR THE AFFORDABLE TINY

HOMES

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

ADDENDUM NO. 3

Title

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, ____28 _____day of ____November ____, 2022.

William Johnston

Legal Name of Bidder/Proposer

DocuSigned by:

William Johnston

Signature of Authorized Representative

Executive Director, MicroLife Institute, Inc.

EXHIBIT A GENERAL REQUIREMENTS

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.

- 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.
- 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 (Not Applicable)

EXHIBIT C SCOPE OF WORK

SCOPE OF WORK

The Consultant, known as the Program Manager Team (PMT) shall:

Perform program management services, including design services. The PMT will manage the design, development, construction, and construction administration associated with the affordable houses initiative known as Tiny Homes. The PMT will be responsible for staffing managers for each service required to complete the project, which will include; architects, architecture and engineering firms, construction documents, survey land, etc. Also, the PMT will be responsible for drafting the solicitation documents required to select a developer, provide technical advisory services for the solicitation evaluation, serve as the principal agent of the Owner (Fulton County), overseeing the various aspects of the design and construction phases of the project. The scope of work is intended to include a broad range of services and activities that will be performed throughout the completion of this project, at the County's discretion, in order to meet the needs in implementing the Affordable Houses-Tiny Homes project and accomplish the program's goals.

The PMT will make sure all strategies have measurable outcomes/ results. The PMT will report to and work under Fulton County's designated representative. Fulton County's designated representative will coordinate all necessary activities to ensure proper program development and implementation with the Owner's Representative Team. The Owner's Representative Team will be from the Department of Real Estate and Asset Management (DREAM).

EXHIBIT D PROJECT DELIVERABLES

(See Exhibits C & E)

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 \$330,399.00 for Fiscal Year '2023. The detailed costs are provided below:

Year 1: \$330,399.00 Year 2: \$223,399.00 Year 3: \$223,399.00

Based upon the yearly appropriation from the Board Of Commissioners (BOC).

Item	Notes	FY23		FY24		FY25		Н	lourly Rate
Program Manager	Will Johnston (.5 FTE) at \$91,000	\$	45,500.00	\$	45,500.00	\$	45,500.00	\$	43.75
Admin Clerical	(.5 FTE) at \$50,000 will handle clerical and organizational tasks, such as meeting scheduling, billing, payroll, change orders, and other paperwork as the Administrative Assistant. Her 3 years of past experience at MicroLife handling the logistics on the Cottages on Vaughan and other housing projects ensure she has the necessary skills to successfully execute the administrative requirements of this Tiny Homes project.	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	12.02
Project Manager/Construction Site Supervisor	(1.0 FTE) at \$70,000 The Project Manager/Construction Site Supervisor will oversee the planning, design, and construction of affordable housing project. They will be responsible for ensuring that projects are completed on time, within budget, and to the organization's standards. They will also work closely with the development team, contractors, architects, and other stakeholders to ensure that project goals are met. Key Responsibilities: Develop and manage project budgets and timelines Oversee the bid process for contractors and subcontractors Manage the construction process to ensure quality and timely completion Monitor project progress and report regularly to the development team Manage change orders and other project adjustments Work with the development team to ensure compliance with regulations and funding requirements Participate in project meetings and provide regular updates to stakeholders Ensure compliance with safety standards and regulations Manage relationships with contractors, architects, and other project stakeholders lidentify and manage project risks and issues	\$	70,000.00	\$	70,000.00	\$	70,000.00	\$	33.65
Urban Planner	TBH (.5 FTE) at \$70,000 The Urban Planner to this project Key Responsibilities: Conduct research and analysis on local housing and development needs Assist in the planning and design of community development projects Provide guidance on zoning and land-use regulations, infrastructure needs, and environmental considerations Assist in identifying and securing funding opportunities for community development initiatives Facilitate public meetings and workshops to gather community feedback and input Help to build partnerships with local organizations and stakeholders to support community development initiatives Assist in project management, including overseeing the construction process, monitoring progress, and ensuring that the project stays on schedule and within budget Ensure compliance with local regulations and codes Larger fee in first year for project ideation and vision while maintaining involvement in year 2, 3.	\$	35,000.00	\$	10,000.00	\$	10,000.00	\$	9.62
Education and Commuity Engagement Coordinator	TBH (.5 F1E) at \$50,000 design and execute educational materials for the online courses and in person that will be provided for the municipalities and community members; lead community and stakeholder engagement efforts to ensure the online courses reach the full target audiences. Work with community to interact with information and continue conversation. Also will design and implement comprehensive marketing plan to ensure programming reaches the intended audiences of municipal staff, community members, builders, developers, and stakeholders; maintain weekly newsletter and insights on zoning and housing needs in the area. Sessions to include: introduction to Cottage Courts Definition of cottage courts and their history Overview of cottage court design elements and their benefits Examples of successful cottage court communities - Cottage Court Planning and Development Zoning and permitting considerations for cottage courts Site selection and design principles Funding and financing options for cottage court development - Building and Designing a Cottage Court Strategies for designing compact, sustainable and functional cottages Accessory dwelling units and cottage court design integration Best practices for construction and material selection - Cottage Court Management and Community Building Community building and management strategies for cottage courts Creating shared amenities and outdoor spaces Establishing a sense of community and ownership	ş	25,000.00	\$	25,000.00	\$	25,000.00	\$	24.04

Marketing/Website/Development	Create Web site and social media promotions- One time payment for website creation (3k) and maintence (300 per month), social media and regular communication 3k for website creation. Site maintenece, Social media, Audience engagement, Creative content and copy, working with Education and Community Outreach - Key for Development fund. Site plans, vison and mission of project will live here to help educate and give the story to the project	\$ 9,000.00	\$	7,000.00	\$	7,000.00	
Educational Sessions	S sessions per year for 3 years . In person Sessions to focus on : Addressing Housing Affordability: Microhomes are generally less expensive to build, operate, and maintain than traditional homes. Educating people on microhome development can provide individuals and communities with the knowledge and skills needed to build affordable homes and reduce the housing affordability crisis. Promoting Environmental Sustainability: Microhomes are often designed with energy efficiency and sustainability in mid. Educating people on microhome development can help promote sustainable living practices and reduce the negative environmental impacts associated with traditional housing. Encouraging Creativity and Innovation: Microhomes offer a unique opportunity to design and build homes with limited space creatively. Educating people on microhome development can help promote innovation and creativity in home design, construction, and living. Empowering Communities: Microhome development can empower communities by providing them with the knowledge and skills to build their own homes and create self-sustaining communities. Educating people on microhome development can also create jobs and stimulate economic growth in communities.	\$ 15,000.00	\$	15,000.00	\$	15,000.00	
Des Development Cost							
Pre-Development Cost Evaluation: zoning analysis, site assessment	Based on past projects, estimate \$80,000 total cost	\$ 80,000.00					
Due Diligence: survey, civil, environmental, traffic		22,300.00					
Office Supplies		\$ 3,000.00	\$	3,000.00	\$	3,000.00	
Cell phone reimbursement plans, Internet/hotspot reimbursement	Wills Time is 50% of the project. Monthly Bill for internet and phone is \$170. 170/2= 85 X12= 1,020 per year. Erica- 131.50/2 =65.75 X12 = 789	\$ 1,809.00	\$	1,809.00	\$	1,809.00	
Erica Copenhaver Salary FICA	25,000 X 7.65%	\$ 1,912.50	\$	1,912.50	\$	1,912.50	
Will Johnston FICA	45,500 X 7.65%	\$ 3,480.75	\$	3,480.75	-	3,480.75	
Fringe Benefits- Will Johnston	15.35% of 45,500	\$ 6,984.25	_	6,984.25	-	6,984.25	
Fringe Benefits- Erica Copenhaver	15.35% of 25,000	\$ 3,837.50	-	3,837.50	\$	3,837.50	
Mileage	.625 per mile is new IRS mileage rate (150 miles per week)	\$ 4,875.00	_	4,875.00	_	4,875.00	
		\$ 330,399.00	\$	223,399.00	\$	223,399.00	\$ 777,197.00

The Development Fund: The Fund Investment strategy for Fulton County, identifying target investors, and outlining the fund's organizational structure.

^{1.} Secure Initial Capital: We will need to raise initial capital to start the fund. This can be done through personal savings, loans, or by soliciting investors..

2. Hire Professionals: Assemble a team of professionals including attorneys, accountants, and real estate experts to assist with the legal, tax, and investment aspects of the fund.

3. Identify and Acquire Properties: Identify potential properties to acquire and develop. Conduct thorough market analysis to ensure viability of the projects.

4. Develop and Manage Properties: Develop the properties according to the fund's investment strategy. This includes managing the construction process, marketing, and leasing or selling the properties.

^{5.} Raise Additional Capital: As the fund grows, you may need to raise additional capital to fund future development projects.

6. Monitor and Review Performance: Monitor the performance of the fund and individual projects to identify areas of improvement and make adjustments as needed.

EXHIBIT F PURCHASING FORMS

STATE OF GEORGIA COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] MicroLife Institute, Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.
The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with <u>Fulton County Government</u> , contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-0108 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.
1657007
EEV/Basic Pilot Program* User Identification Number Michalite Tustituti
BY: Authorized Officer of Agent (Insert Contractor Name)
Executive Director
Title of Authorized Officer or Agent of Contractor
Printed Name of Authorized Officer or Agent
Sworn to and subscribed/before me this 10 day of NYLMOLK , 20 22
Notary Public: May KATHER
County: Fulton O
Commission Expires: 06 13 2025

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

2. Georgia Security and Immigration Subcontractor Affidavit (Form)

Form B – Georgia Security and Immigration Subcontractor Affidavit is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Consultants Name: William Johnston, Executive Director

501(c)3 Non-Profit: MicroLife Institute, Inc. Address: PO Box 5263, Atlanta, GA, 31107

Phone: 404-502-2195

Email: will@microlifeinstitute.org

There are no other officers in our organization. A list of Board members is attached.

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.

MicroLife Institute, Inc. has worked on affordable housing consulting and education for many municipalities and specifically on several developments in the past 5 years:

The Cottages on Vaughan

Ms. Glover's House

We are currently in development on the Eco Cottages at East Point.

- 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.

No employee, agent or representative of MicroLife Institute, Inc. has a business relationship or receives revenue from the County.

LITIGATION DISCLOSURE:

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

- 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?

Page 50

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 (1

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 or\f 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 10 day of Novem	DEV_, 2022
William N Dohnston	11/10/2027
(Legal Name/of Proponent)	(Date)
Maler	11/10/2022
(Signature of Authorized Representative)	(Øate) ∕
Executive Director	
(Vitle)	

Sworn to and subscribed before me,

(Notary Public) (Seal)



MicroLife Institute, Inc. Program Management Services

MicroLife Institute, Inc. Board Members

Name	Email Address	Role on Board	Occupation
Dirk Brown	dirklbrown@gmail.com	Chair	Self Employed
Jennifer Fine	jfine@investatlanta.com		Invest Atlanta
Kim Morrison	kim@microlifeinstitute.org	Treasurer	Developer, Tiny South
Tony Pope	tonyp@atelier7llc.com		Architect Co-Founder, Principal Atelier 7
Nicolia Robinson	nicoliarobinson@coopercarry.com		Cooper Carry Architecture
Kimberly Skobba	kskobba@uga.edu		Associate Professor Housing Management and Policy Program Financial Planning, Housing and Consumer Economics The University of Georgia
Kay Sibetta	ksibetta@aarp.org		Associate State Director Community Outreach, Metro Atlanta AARP GA
Larry Singleton	mrsingletondesign@gmail.com		General Contractor and Home Designer
Tish Spearman	tspearman@DaVinci-dev.com	Secretary	Asscociate Principal, DaVinci Developmennt Collaborative
David Hazel	dhazel@hvac.mea.com		Eastern U.S. Senior Manager of Performance Construction, Mitsubishi Electric Heating and Air Conditioning

MicroLife Institute, Inc. Program Management Services

4. Purchasing Forms (see also Sections 5 and Sections 6 that follow for additional forms from RFP)

FORM D: Professional License

The Proposer, MicroLife Institute, Inc. is a 501(c)3 non-profit, and does not carry any professional licensing for the Program Management services it provides.

Should any subcontractors be utilized for the project, they will be required to be properly licensed according to state law and submit Form D and provide a copy of their license for the work they will perform.

STATE OF GEORGIA COUNTY OF FULTON

FORM E:

I hereby certify that pursuant to Fulton County is and has a staffed, fixed, physical, place of has had the same for at least one (1) year por bid and has held a valid business license County boundaries for the business at a fix one (1) year prior to the date of submission of	eligible to receive local business located within rior to the date of submit of from Fulton County or ed, physical, place of b	al preference points in Fulton County and dission of its proposal in a city within Fulton
Affiant further acknowledges and understal Section 102-377, in the event this affidavit is herein shall be deemed "non-responsive" are applicable contract. Microl Part March Microl Part March March	determined to be false,	the business named
Sworn to and subscribed before me,		WATHER
This day of	, 20 22	NOTAP, &
Many Rudlic Darnes	(Seal)	PUBLIC ONTY GEOMETRICAL PROPERTY OF THE PUBLIC OF THE PUBL
Commission Expires: 14 13 2025	(Data)	- Allinia

LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

(Date)

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: 2/4/2022 4:57:50 PM

BUSINESS INFORMATION

CONTROL NUMBER 16005975

MicroLife Institute, Inc. **BUSINESS NAME**

Domestic Nonprofit Corporation **BUSINESS TYPE**

02/04/2022 EFFECTIVE DATE

ANNUAL REGISTRATION PERIOD 2022

PRINCIPAL OFFICE ADDRESS

ADDRESS PO Box 5263, Atlanta, GA, 31107, USA

REGISTERED AGENT

NAME ADDRESS COUNTY

Kim Bucciero 218 LOWRY ST NE, ATLANTA, GA, 30307, USA Dekalb

OFFICERS INFORMATION

NAME TITLE **ADDRESS**

PO Box 5263, Atlanta, GA, 31107, USA Dirk Brown **SECRETARY** 218 Lowry St NE, Atlanta, GA, 30307, USA Kim Bucciero **CFO** PO Box 5263, Atlanta, GA, 31107, USA Will Johnston **CEO**

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Kim Bucciero **AUTHORIZER TITLE** Officer

3g. Section - Service Disabled Veterans Preference

This organization is not owned or controlled by an individual who is disabled as a result of military service or who has been honorably discharged, as designated by the United States Department of Veterans Affairs.

EXHIBIT G OFFICE OF CONTRACT COMPLIANCE FORMS

MicroLife Institute, Inc. Program Management Services

EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all pare	one by those pro	sents, that I/We (١	William Johnston
Kilow all pers	ons by these pres	sents, that i/vve (Name
	Executive Direc	tor		MicroLife Institute
			ivilege to bid o	pany Name on or obtain contracts funded, i d agree as follows:
1)	otherwise discrir gender in conr	ninated against o	n the basis of bid submitte	n in, denied the benefit of, of race, color, national origin of the to Fulton County for the
2)	all businesses se	eeking to contract ut regard to the	or otherwise in	y to provide equal opportunity to the thing the thing the thing the thing with the thing the thi
3)				de and set forth herein shall b and effect without interruption,
4)	made a part of		d by reference	e and set forth herein shall b e into, any contract or portio ,
5)	non-discrimination breach of contral exercise any and cancellation of debarment from	on as made and act entitling the Bo d all applicable rig the contract, tel	set forth here pard to declare thts and remed rmination of to opportunities, a	discharge any of the promises of ein shall constitute a material e the contract in default and to dies, including but not limited to the contract, suspension and and withholding and/or forfeiture
6)	of Purchasing &	•	nce pursuant t	may be required by the Directors Section 102.436 of the Fultontracting Policy.
NAME:	William Johns	tonDocuSigned by:	TITLE:	Executive Director
SIGNATURE:		William Johnston		
ADDRESS:_	PO Box 5263 A	tlanta GA 31107		
PHONE NUM	404502219 BER:	5 EN	will@mi //AIL:	icrolifeinstitute.org

5. Contract Compliance Requirements (Section 6 Exhibit B1 – Schedule of Intended Subcontractor Utilization)

Exhibit B1 is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

5. Contract Compliance Requirements (Section 6 Exhibit B2 – Subcontractors & Suppliers Form)

Exhibit B2 is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

5. Contract Compliance Requirements (Section 6, Exhibit C – Subcontractor Contact Form Utilization Plan)

Exhibit C is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

EXHIBIT H INSURANCE AND RISK MANAGEMENT FORMS

MicroLife Institute, Inc. Program Management Services

Tiny Homes

comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

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

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

COMPANY

SIGNATURE

NAME:__

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject nis certificate does not confer rights to							require an endorsement. A	statement on
	DUCER		33,61		CONTAC				
StateFarm Rick Mottern State Farm Insurance				NAME:				-693-1572	
6095 Pine Mountain Rd Unit 101			•	E-MAIL ADDRES	E-MAIL			-000 1072	
(Kennesaw, GA 30152				ADDRE	,	LIDED(S) ACCOR	IDING COVERAGE	NAIC#
					INSURE	0		Casualty Company	25143
INSU	IRED				INSURE	RB:			
	Microlife Institute Inc.				INSURER C:				
	1182 Vaughan St				INSURER D:				1
	Clarkson, GA 30021				INSURER E :				
					INSURE	RF:			
CO	VERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:	1,300
IN CI EX	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY IXCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLIC	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPECT TO A	O WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR							EACH OCCURRENCE \$ 1 DAMAGE TO RENTED PREMISES (Ea occurrence) \$,000,000
	SE MINORINE COOCH						3		,000
				91-AP-A924-6		06/21/2020	06/21/2023	PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$ 2	000,000
	OTHER:							Business Liability \$ 2	000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO			D13-5284-11		06/15/2022	06/15/2023		00,000
	OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED					00/10/2022			00,000
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						0	PROPERTY DAMAGE (Per accident) \$ 5	00,000
								\$	
	VMBRELLA LIAB OCCUR							EACH OCCURRENCE \$ 5	,000,000
	EXCESS LIAB CLAIMS-MADE			91-E0-S941-2		06/29/2018	06/21/2023	AGGREGATE \$	
_	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER	
X	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		91-G7-F022-4		06/15/2022	06/15/2023	Zizi Zi totti to oto Zitt	00,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$ 1	00,000
	DÉSCRIPTION OF OPERATIONS below	-	_					E.L. DISEASE - POLICY LIMIT \$ 5	00,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	ıle, may b	e attached if mor	e space is requir	red)	
05:	DTIFICATE LIQUES	_			0411	NEL L A TION			
UE	RTIFICATE HOLDER	-			CANC	ELLATION			
					THE	EXPIRATION	N DATE THE	DESCRIBED POLICIES BE CANCEREOF, NOTICE WILL BE CYPROVISIONS.	
					AUTHO	RIZED REPRESE		2 Sims	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2023

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

tilis certificate	this certificate does not comer rights to the certificate noticer in new or such endorsement(s).								
PRODUCER		CONTACT NAME:	Rebecca Sims						
State Farm -	Rick Mottern State Farm Insurance	PHONE (A/C. No. Ex	770-422-1818	FAX (A/C, No):	770-693-1572				
	6095 Pine Mountain Rd Unit 101	E-MAIL ADDRESS:							
®	Kennesaw, GA 30152		INSURER(S) AFFORDING COVERAGE		NAIC #				
		INSURER A	: State Farm Fire and Casualty Compa	ny	25143				
INSURED		INSURER B	:						
Mi	crolife Institute Inc.	INSURER C	:						
11	82 Vaughan St	INSURER D	:						
Cla	arkson, GA 30021	INSURER E	:						
		INSURER F	:						
COVERAGES	CERTIFICATE NUMBER:		REVISION NUM	/IBER:					
THIS IS TO CE	RTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H	AVE BEEN I	ISSUED TO THE INSURED NAMED ABO	VF FOR T	HE 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 :	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR	11100			,	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$
	OLAIMO-MADE COOCH						\$ 7,000
		Y	91-AP-A924-6	06/21/2020	06/21/2023	PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:					Business Liability	\$ 2,000,000
	AUTOMOBILE LIABILITY	Υ				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO		D13-5284-11	06/15/2022	06/15/2023	BODILY INJURY (Per person)	\$ 100,000
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$ 100,000
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$ 500,000
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	Y	91-G9-X684-2	06/29/2018	06/21/2024	AGGREGATE	\$
	DED RETENTION\$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
V	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	91-G7-F022-4	06/15/2022	06/15/2023	E.L. EACH ACCIDENT	\$ 100,000
, ,	(Mandatory in NH)	N, A		00/10/2022	00/10/2020	E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION

Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rebecca Sims

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