



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22RFP148596K-BKJ

**AIRPORT PLANNING AND ENVIRONMENTAL
CONSULTING SERVICES**

For

DEPARTMENT OF PUBLIC WORKS

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CONTRACT AGREEMENT

Consultant: **Michael Baker International, Inc.**

Contract No.: **22RFP148596K-BKJ, Airport Planning and Environmental Consulting Services**

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

Telephone: **678-966-6620**

Email: quintin.watkins@mbakerintl.com

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

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Michael Baker International, Inc**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Airport Planning and Environmental Consulting Services, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where 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 **December 7, 2022, BOC Item # 22-0946.**

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Brown Field. 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 the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for three (3) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 10. COMPENSATION

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

The total contract amount for the Project shall not exceed **\$125,000.00 (One Hundred Twenty Five Thousand Dollars and No Cents)**, which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant

as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

ARTICLE 13. **DISPUTES**

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

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

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

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

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

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities.

Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant'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:

Department of Public Works
141 Pryor Street, S.W. Suite 6001
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: David.Clark@fultoncountyga.gov
Attention: David Clark, Director

With a copy to:

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

Notices to Consultant shall be addressed as follows:

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

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

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

ARTICLE 40. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

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

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

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of

the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

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

ARTICLE 44. WAGE CLAUSE

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

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

MICHAEL BAKER INTERNATIONAL, INC.

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Quintin Watkins

Quintin Watkins
Vice President - Office Executive

Please select Attest or Notary from checkbox

ATTEST: Attest Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Angela R Logan

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ATTEST:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

DocuSigned by:

David Clark

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: _____	RCS: _____	ITEM#: 2022-0946	RM: 12/7/2022
RECESS MEETING		REGULAR MEETING	

ADDENDA



#22RFP148596K-BKJ - Airport Planning and Environmental Consulting Services
August 25, 2022

Page 2

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

- Missing Contract Compliance Forms attached

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 all 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, 25th day of August, 2022.

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

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

Signature of Authorized Representative

Quintin Watkins, PE, Vice President/Office Executive
Title



#22RFP148596K-BKJ - Airport Planning and Environmental Consulting Services
August 20, 2022

Page 2

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

- Due Date Changed to September 29

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 all 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, 20th day of September, 2022.

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


Signature of Authorized Representative

Quintin Watkins, PE, Vice President/Office Executive
Title



#22RFP148596K-BKJ - Airport Planning and Environmental Consulting Services
September 26, 2022

Page 2

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 all 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, 26th day of September, 2022.

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

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

Signature of Authorized Representative

Quintin Watkins, PE, Vice President/Office Executive
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall include typical planning and environmental services normally associated with airport development. Potential assignments include, but are not limited to:

- Airport system/master planning
- Airport noise compatibility planning
- Environmental assessments
- Airport data collection/facility inventories
- Aviation forecasts and demand/capacity analyses
- Facility requirements determination
- Airfield modeling for capacity and delay
- Airport layout and terminal area plan development
- Compatible land-use planning in the vicinity of airports
- Airport site selection studies
- Airport financial planning and benefit cost analysis.
- Airport Cost and Fee Analysis'
- Airport Fair Market Rate Studies
- Such other airport-related engineering work as the Fulton County Executive Airport may deem necessary.

Projects are limited to those in the attached Fulton County Five Year Capital Improvement Plan and may be accomplished over multiple years, task orders, Federal and State grants. Projects or work elements not included in this list or agreement may require additional procurement actions to ensure compliance with Federal and State requirements and to ensure qualification of staffing for specialized tasks. Task orders will be awarded separately on a project-by-project basis, assuming the firm's consultant's performance remains satisfactory.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Will be determined by each Task Order issued.

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 \$125,000.00. The detailed costs are provided below:

Cost Proposal Summary Form

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

SCHEDULE OF FEES

STAFFING POSITION	Direct Salary Expense (DSE) per Hour \$	X	Burden Multiplier	=	Personnel Expense (DPE) per Hour	+	OH& p (%)	Total Salary cost per Hour
Principal	\$98.92		1.44908		\$143.34		191.85%	\$275.00
Project Manager I	\$86.33		1.44908		\$125.10		191.85%	\$240.00
Project Manager II	\$57.55		1.44908		\$83.40		191.85%	\$160.00
Senior Project Manager	\$89.93		1.44908		\$130.31		191.85%	\$250.00
Environmentalist	\$70.14		1.44908		\$101.64		191.85%	\$195.00
Senior Planner	\$82.73		1.44908		\$119.89		191.85%	\$230.00
Senior Engineer	\$64.75		1.44908		\$93.83		191.85%	\$180.00
Senior Architect	\$64.75		1.44908		\$93.83		191.85%	\$180.00
Engineer I	\$57.55		1.44908		\$83.40		191.85%	\$160.00
Engineer II	\$46.76		1.44908		\$67.76		191.85%	\$130.00
Planner	\$57.55		1.44908		\$83.40		191.85%	\$160.00
Planner II	\$46.76		1.44908		\$67.76		191.85%	\$130.00
Architect	\$57.55		1.44908		\$83.40		191.85%	\$160.00
Registered Surveyor	\$70.50		1.44908		\$102.17		191.85%	\$196.00
Surveyor	\$44.24		1.44908		\$64.11		191.85%	\$123.00
2-Person Survey Crew	\$66.55		1.44908		\$96.43		191.85%	\$185.00
3-Person Survey Crew	\$79.14		1.44908		\$114.68		191.85%	\$220.00
GPS Crew	\$57.55		1.44908		\$83.40		191.85%	\$160.00
Senior CADD/Design Technician	\$48.56		1.44908		\$70.37		191.85%	\$135.00
Senior CADD/Design Technician II	\$34.17		1.44908		\$49.52		191.85%	\$95.00
Contract Administrator I	\$37.77		1.44908		\$54.73		191.85%	\$105.00
Administrative Assistant II	\$32.37		1.44908		\$46.91		191.85%	\$90.00
Designer	\$62.95		1.44908		\$91.22		191.85%	\$175.00
Biologist	\$57.55		1.44908		\$83.40		191.85%	\$160.00
Public Involvement Specialist	\$53.96		1.44908		\$78.19		191.85%	\$150.00
Aeronautical Forecasting Specialist	\$53.96		1.44908		\$78.19		191.85%	\$150.00
Photographer	\$48.56		1.44908		\$70.37		191.85%	\$135.00
Copywriter	\$50.36		1.44908		\$72.98		191.85%	\$140.00
Website Developer	\$59.35		1.44908		\$86.01		191.85%	\$165.00

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

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

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

94945
EEV/Basic Pilot Program* User Identification Number

Quint Watkins Michael Baker International, Inc.

BY: Authorized Officer of Agent (Insert Contractor Name)

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

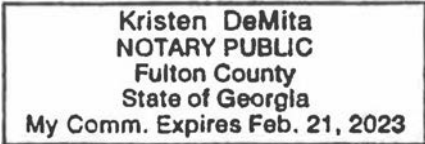
Quintin Watkins, PE
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 29th day of September, 2022.

Notary Public: *Kristen DeMita*

County: Fulton County

Commission Expires: February 21, 2023



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

162472 dated 11/06/2008

EEV/Basic Pilot Program* User Identification Number

[Handwritten signature]

BY: Authorized Officer of Agent
Brockington and Associates, Inc.

President

Title of Authorized Officer or Agent of Subcontractor

Sally Brockington

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

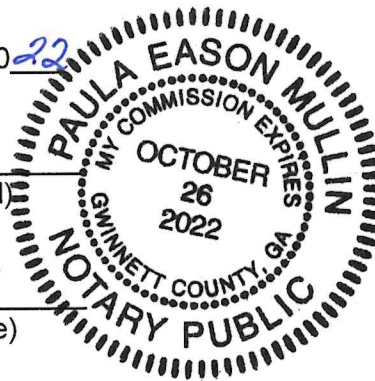
This 26th day of August, 2022

Paula Eason-Mullin
(Notary Public)

(Seal)

Commission Expires: 10/26/2022

(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

438635
EEV/Basic Pilot Program* User Identification Number

MJK
BY: Authorized Officer of Agent
(Insert Subcontractor Name) Lumenor Consulting Group
Vice President

Michael Kearson
Title of Authorized Officer or Agent of Subcontractor
Michael Kearson
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,
This 9 day of September, 2022

Valree Chambers
(Notary Public) (Seal)

Valree Chambers Notary Public, Alabama State At Large My Commission Expires Oct. 20, 2024

Commission Expires: 10/20/24
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

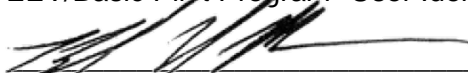
**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

E-Verify No. 171924

EEV/Basic Pilot Program* User Identification Number

 Quantum Spatial, Inc.
dba NV5 Geospatial

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Vice President, State & Regional

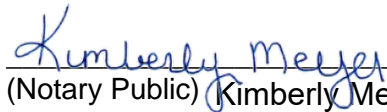
Title of Authorized Officer or Agent of Subcontractor

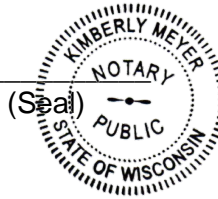
Robert Vander Meer

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 9 day of September, 2022


(Notary Public) Kimberly Meyer



Commission Expires: July 7, 2024

(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1206541

EEV/Basic Pilot Program* User Identification Number

Smartegies LLC / Donya Edler

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Executive Vice President

Title of Authorized Officer or Agent of Subcontractor

Donya Edler

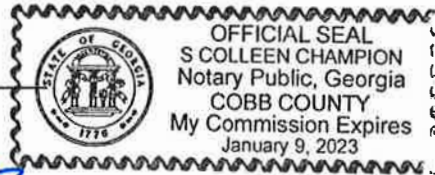
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 8th day of September, 2022

S Colleen Champion
(Notary Public)

(Seal)



Commission Expires: January 9, 2023
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Please see attached response.

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

Please see attached response.

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

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

LITIGATION DISCLOSURE:

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

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

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 29th day of September, 2022

Michael Baker International, Inc. 9/29/2022
(Legal Name of Proponent) (Date)

Michael Baker 9/29/2022
(Signature of Authorized Representative) (Date)

Vice President/Office Executive
(Title)

Sworn to and subscribed before me,

This 29th day of September, 2022

Kristen DeMita
(Notary Public) (Seal)



Commission Expires February 21, 2023
(Date)

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

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

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

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

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

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

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

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

Form C: Offeror's Disclosure Form and Questionnaire

Responses to Question 1 – Office Locations

Alabama

11 North Water Street
Suite 14290
Mobile, AL 36602

Alaska

3900 C Street
Suite 900
Anchorage, AK 99503

3605 Cartwright Court
Suite 200
Fairbanks, AK 99709

Arizona

2929 North Central Avenue
Suite 800
Phoenix, AZ 85012

Arkansas

900 Southeast 5th Street
Suite 20
Bentonville, AR 72712

8471 Hwy 49 N.
Brookland, AR 72417

101 South Spring Street
Suite 100
Little Rock, AR 72201

California

5050 Avenida Encinas
Suite 260
Carlsbad, CA 92008

3760 Kilroy Airport Way
Suite 270
Long Beach, CA 90806

801 South Grand Avenue
Suite 250
Los Angeles, CA 90017

505 14th Street
Suite 900
Oakland, CA 94612

3536 Concourse Street
Suite 100
Ontario, CA 91764

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

3100 Zinfandel Drive
Suite 125
Rancho Cordova, CA 95670

9755 Clairemont Mesa Boulevard
Suite 100
San Diego, CA 92124

5 Hutton Centre Drive
Suite 500
Santa Ana, CA 92707

40810 County Center Drive
Suite 200
Temecula, CA 92591

2945 Townsgate Road
Suite 200
Thousand Oaks, CA 91361

500 Ygnacio Valley Road
Suite 300
Walnut Creek, CA 94596

Colorado

165 South Union Boulevard
Suite 1000
Lakewood, CO 80228

Connecticut

500 Enterprise Drive
Suite 2B
Rocky Hill, CT 06067

Florida

12740 Gran Bay Parkway West
Suite 2110
Jacksonville, FL 32258

200 South Orange Avenue
Suite 1050
Orlando, FL 32801

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

4211 West Boy Scout Boulevard
Suite 500
Tampa, FL 33607

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

Georgia

2520 Northwinds Parkway
Suite 295
Alpharetta, GA 30009

420 Technology Parkway
Suite 150
Norcross, GA 30092

Idaho

2004 Jennie Lee Drive
Idaho Falls, ID 83404

Illinois

200 West Adams Street
Suite 1800
Chicago, IL 60606

401 Main Street
Suite 110
Peoria, IL 61602

Indiana

3815 River Crossing Parkway
Suite 20
Indianapolis, IN 46240

Kentucky

1650 Lyndon Farm Court
Suite 101
Louisville, KY 40223

Louisiana

2600 Citiplace Drive
Suite 450
Baton Rouge, LA 70808

Maryland

1306 Concourse Drive
Suite 500
Linthicum, MD 21090

Massachusetts

125 Cambridgepark Drive
Suite 502
Cambridge, MA 02140

Michigan

835 Mason Street
Suite A290
Dearborn, MI 48124

Minnesota

120 South Sixth Street
Suite 1710
Minneapolis, MN 55402

Mississippi

2113 Government Street
Suite D3
Ocean Springs, MS 39564

310 New Pointe Drive
Ridgeland, MS 39157

Nevada

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

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

New Jersey

300 American Metro Boulevard
Suite 154
Hamilton, NJ 08619

One Gateway Center
Suite 1601
Newark, NJ 07102

New York

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

50 Main Street
Suite 960
White Plains, NY 10606

North Carolina

797 Haywood Road
Suite 201
Asheville, NC 28806

8000 Regency Parkway
Suite 600
Cary, NC 27518

15801 Brixham Hill Avenue
Suite 430
Charlotte, NC 28277

200 Centreport Drive
Suite 350
Greensboro, NC 27409

4321 Fayetteville Road
Lumberton, NC 28358

Ohio

101 Cleveland Avenue
Suite 106
Canton, OH 44702

1502 Vine Street
Suite 200
Cincinnati, OH 45202

1111 Superior Avenue East
Suite 2300
Cleveland, OH 44114

250 West Street
Suite 420
Columbus, OH 43215

Pennsylvania

645 West Hamilton Street
Suite 206
Allentown, PA 18101

500 Grant Street
Suite 5400
Pittsburgh, PA 15219

500 Office Center Drive
Suite 210
Fort Washington, PA 19034

4431 North Front Street
Suite 200
Harrisburg, PA 17110

1818 Market Street
Suite 3110
Philadelphia, PA 19103

100 Airside Drive
Moon Township, PA 15108

Rhode Island

56 Exchange Terrace
Suite 400
Providence, RI 02903

South Carolina

700 Huger Street
Columbia, SC 29201

11 Brendan Way
Suite 170
Greenville, SC 29615

3820 Faber Place Drive
Suite 100
North Charleston, SC 29405

Tennessee

320 Seven Springs Way
Suite 250
Brentwood, TN 37027

Texas

1501 LBJ Freeway
Suite 650
Dallas, TX 75234

2002 West Grand Parkway North
Suite 325
Katy, TX 77449

810 Hesters Crossing Road
Suite 163
Round Rock, TX 78681

17721 Rogers Ranch Pkwy
Suite 250
San Antonio, TX 78258

Utah

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

Virginia

3601 Eisenhower Avenue
Suite 600
Alexandria, VA 22304

10611 Balls Ford Road
Suite 140
Manassas, VA 20109

3200 Rockbridge Street
Suite 104
Richmond, VA 23230

272 Bendix Road
Suite 400
Virginia Beach, VA 23452

Washington

2025 First Avenue
Suite 1150
Seattle, WA 98121

West Virginia

400 Washington Street East
Suite 301
Charleston, WV 25301

Wisconsin

1255 Fourier Drive
Suite 100
Madison, WI 53717

250 East Wisconsin Ave
Suite 1725
Milwaukee, WI 53202

Form C: Offeror's Disclosure Form and Questionnaire

Response to Question 2

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

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

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

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

Form C: Offeror's Disclosure Form and Questionnaire

Responses to Litigation Disclosure Questions

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

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Sally Brockington, President, 4000 Dekalb Technology Parkway, Suite 400, Atlanta, GA 30340 (100% Ownership)
Ralph Bailey, Vice President, 498 Wando Park Blvd., Suite 700, Mount Pleasant, SC 29464 (0% Ownership)
Scott Butler, Vice President, 4000 Dekalb Technology Parkway, Suite 400, Atlanta, GA 30340 (0% Ownership)
Eric Poplin, Vice President, 498 Wando Park Blvd., Suite 700, Mount Pleasant, SC 29464 (0% Ownership)
Alex Sweeney, Vice President, 31 Park of Commerce Way, Suite 200A, Savannah, GA 31405 (0% Ownership)
Patricia Stallings, Vice President, 4000 Dekalb Technology Parkway, Suite 400, Atlanta, GA 30340 (0% Ownership)
Carol Poplin, Vice President, 498 Wando Park Blvd., Suite 700, Mount Pleasant, SC 29464 (0% Ownership)

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.

Received 8(a) certification from the U.S. Small Business Administration, awarded Prime IDIQ Contracts through NAVFAC Mid-Atlantic, USACE Albuquerque District, USACE St. Louis District, USACE Wilmington District, as well as BPAs with the City of Savannah, USDA NFS Francis Marion and Sumter National Forests. Have performed on over 600 projects over the last five years both as Prime and Subcontractor, including local, state, and federal projects.

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.

Brockington and Associates, Inc. affirms that No Conflict of Interest was found during review of the RFP. Brockington and Associates, Inc. also affirms that no Collusion exists between our employees and Fulton County, Georgia.

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 16th day of September, 2022

Brockington and Associates, Inc. 9/16/22
(Legal Name of Proponent) (Date)

[Signature] 9/16/22
(Signature of Authorized Representative) (Date)

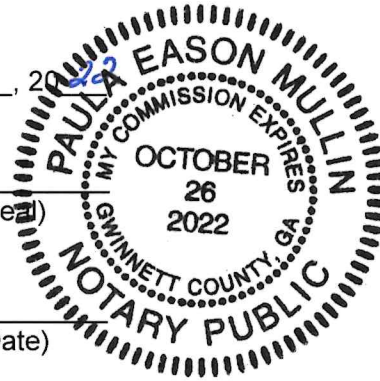
Sally Brockington, President
(Title)

Sworn to and subscribed before me,

This 16th day of September, 2022

Paul Eason-Mullin
(Notary Public) (Seal)

Commission Expires 10/26/2022
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Bridgette Beato, CEO
11475 Great Oaks Way, Ste 240
Alpharetta, GA 30022

Michael Kearson, Vice President
11475 Great Oaks Way, Ste 240
Alpharetta, GA 30022

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 past 5 years, Lumenor Consulting Services has continued to offer quality consulting services to local and state agencies across the county. We have continued to grow and services across this time with our newest practice covering Environmental Services, Geospatial Technologies, and Planning.

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.

Lumenor is located in Fulton County with our principle office located in Alpharetta, GA. In addition, our staff has done business with MARTA and GDOT involving transit / transportation work within Fulton County. The company or team members have not contracted directly with Fulton County.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said 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 X**

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 9th day of September, 2022

Lumenor Consulting Group, Inc 9/9/2022
(Legal Name of Proponent) (Date)

AK 9/9/2022
(Signature of Authorized Representative) (Date)

Vice President
(Title)

Sworn to and subscribed before me,

This 9 day of September, 2022

Vairee Chambers
(Notary Public)

(Seal)

Vairee Chambers Notary Public, Alabama State At Large My Commission Expires Oct. 20, 2024

Commission Expires 10/20/24
(Date)

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Please see the attached list of NV5 Geospatial Officers and Directors.

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.

NV5 Geospatial was originally founded under the name Aero-Metric Engineering, Inc. in 1969, by four photogrammetrists in Sheboygan, WI. The firm originally supported local engineering and construction firms with high-quality photogrammetric mapping and survey services. In 1995, the firm changed its name to Aero-Metric, Inc., to better reflect our mapping credentials. NV5 Geospatial's rich history of expansion through strategic acquisitions and mergers with other aerial firms began in 1981 and led to the formation of Quantum Spatial through the merger of Aero-Metric, Photo Science, and Watershed Sciences in 2013. Each firm that we have merged with or acquired has a long history of superior mapping capabilities and success in delivering geospatial solutions. In 2019, NV5 Geospatial was acquired by NV5 Global, headquartered in Hollywood, FL, further securing our longstanding history providing quality services to our clients.

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.

Quantum Spatial, Inc. dba NV5 Geospatial employees, agents, and representatives do not have a past business relationship with Fulton County that would create a conflict of interest.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 9 day of September, 2022

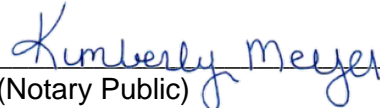
Quantum Spatial, Inc. dba NV5 Geospatial 9/9/2022
(Legal Name of Proponent) (Date)

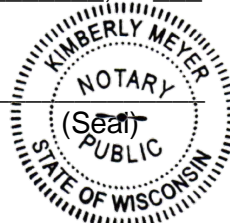
 9/9/2022
(Signature of Authorized Representative) (Date)

Vice President, State & Regional
(Title)

Sworn to and subscribed before me,

This 9 day of September, 2022


(Notary Public)



Commission Expires July 7, 2024
(Date)

Officers and Directors

NAME	DIRECTOR	OFFICER/TITLE	OFFICE ADDRESS
Dickerson C. Wright	✓	Director	200 South Park Road, Suite 350 Hollywood, FL 33021
Richard Tong	✓	Director	200 South Park Road, Suite 350 Hollywood, FL 33021
Edward Codispoti		Chief Financial Officer	200 South Park Road, Suite 350 Hollywood, FL 33021
Julio Ramirez		Vice President of Finance	412 SW 6th Ave. #800, Portland, OR 97204
Mary Jo O'Brien		Chief Accounting Officer and Co-Secretary	200 South Park Road, Suite 350 Hollywood, FL 33021
Ryan Avery		Vice President	200 South Park Road, Suite 350 Hollywood, FL 33021
Mark E. Meade		Senior Vice President	523 Wellington Way Lexington, KY 40503
Robert Vander Meer		Vice President	N6216 Resource Drive Sheboygan Falls, WI 53085
Evon Silvia		Vice President	1100 NE Circle Blvd Suite 126 Corvallis, OR 97330
Eric Merten		Vice President	412 SW 6th Ave. #800 Portland, OR 97204
Jon Wittman		Vice President	N6216 Resource Drive Sheboygan Falls, WI 53085
John Nett		Vice President	N6216 Resource Drive Sheboygan Falls, WI 53085
Ian Berdie		Vice President	412 SW 6th Ave. #800 Portland, OR 97204
Dan Casey		Vice President	10033 MLK Street N, Ste. 200 St. Petersburg, FL 33716
Tobin Guthrie		Vice President	412 SW 6th Ave. #800 Portland, OR 97204
Kris Fausti		Vice President	1100 NE Circle Blvd Unit 126 Corvallis, OR 97333
Kurt Allen		Vice President	523 Wellington Way Lexington, KY 40503

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.

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Judith Sparks - CEO/Managing Member Smartegies LLC - 99% owner

Randolph Sparks - CFO/ Member Smartegies LLC - .01% owner

Donya Edler - Executive Vice President Smartegies LLC - no ownership in company

Katie Cash - Senior Vice President Smartegies LLC - no ownership in company

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.

Smartegies LLC began in 2008 and has been well established as a leader in the field of Marketing since that time. The company's revenues in 2018 were \$1,862M and over \$2MM in 2019. With the COVID virus affecting the companies we serve, our revenue dropped to \$1,841MM in 2020. We had increase to \$1,895MM in 2021 and are projected to maintain or surpass that revenue for 2022. Our specialty is in the field of Marketing for the Architecture, Engineering and Construction industries but serve other types of industries as well.

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 has had any relationship with Fulton County within the last 5 years

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES



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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 8th day of Sept, 2022

Smarterlogics LLC 9/8/22
(Legal Name of Proponent) (Date)

Mary Edler 9/8/22
(Signature of Authorized Representative) (Date)

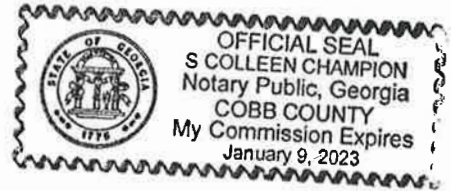
Executive Vice President
(Title)

Sworn to and subscribed before me,

This 8th day of September, 2022

S Colleen Champion
(Notary Public) (Seal)

Commission Expires January 9, 2023
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Michael Baker International, Inc.

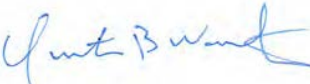
Performing work as: Prime Contractor X Subcontractor/Sub-Consultant _____

Professional License Type: Engineer Firm

Professional License Number: PEF002242

Expiration Date of License: 6/30/2024

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

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

Date: 9/29/2022

(ATTACH COPY OF LICENSE)



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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

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

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

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



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Brockington And Associates, Inc.

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

Professional License Type: I have attached the Principal's Register of Professional Archaeologists certification (RPA). We are not required to possess a Professional License issued by the State of Georgia to conduct business.

Professional License Number: RPA # 18188

Expiration Date of License: Re-certified annually

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

Signed: 

Date: September 15, 2022

(ATTACH COPY OF LICENSE)

THE

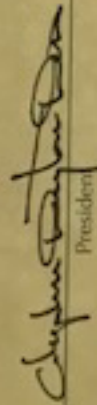
Register of Professional Archaeologists

Certifies that

W. Michael Reynolds, MHP, RPA

Has met all professional qualifications
and has been accredited as a

Registered Professional Archaeologist


President



October 3, 2019

Date



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308
(404) 631-1990 Main Office

BROCKINGTON AND ASSOCIATES, INC.
4000 DEKALB TECHNOLOGY PARKWAY, SUITE 400
ATLANTA, GA 30340

Disposition Date: December 9, 2021
Print Date: December 08, 2021

Dear Sir/Madam,

The Prequalification Committee has reviewed your most recent request for prequalification. The areas in which you are approved are indicated on your enclosed certificate. An additional listing is attached indicating the rejected areas classes, if any. Any new classes applied for but not listed are still under review by the Prequalification Committee.

If you require further information on denied or pending area classes, please contact the prequalification coordinator; E. Ann Willis by phone at (404) 631-1148 or email at ewillis@dot.ga.gov.

As always, we appreciate your interest in doing business with the Georgia Department of Transportation and we look forward to working with you.

Sincerely,
Hiral P. Patel
Division Director

A handwritten signature in blue ink that reads 'Hiral Patel'.

HPP: eaw
Enclosure



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308
(404) 631-1990 Main Office

Prequalification Disposition Status

Disposition Date: December 9, 2021
Print Date: December 08, 2021


BROCKINGTON AND ASSOCIATES, INC.

1. Transportation Planning

Area Class Number and Name	Status	Reviewer	Reviewer Comment
1.06b History	APPROVED	Amber Renee Maddox	Meets area class requirements; 1.06b, 11/30/21 AM.
1.06f Archaeology	APPROVED	Amber Renee Maddox	Meets area class requirements; 1.06f, 11/30/21 AM.

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

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

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
BROCKINGTON AND ASSOCIATES, INC. 4000 DEKALB TECHNOLOGY PARKWAY, SUITE 400 ATLANTA, GA 30340	December 9, 2021	December 31, 2024
SIGNATURE		
		
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
2 Mass Transit Operations <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection	
3 Highway Design Roadway <input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture	5. Topography <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04a Aerial Photography/Conventional Aircraft <input type="checkbox"/> 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade <input type="checkbox"/> 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade) <input type="checkbox"/> 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade) <input type="checkbox"/> 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade) <input type="checkbox"/> 5.06d Topographic Remote Sensing (SONAR) <input type="checkbox"/> 5.06e Topographic Remote Sensing Thermal and Infrared <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
	6. Soils, Foundation & Materials Testing <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
	8. Construction <input type="checkbox"/> 8.01 Construction Supervision <input type="checkbox"/> 8.02 Airport Construction Administration and Observation	
	9. Erosion and Sedimentation Control <input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Lumenor Consulting Group, Inc

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

Professional License Type: N/A

Professional License Number: N/A

Expiration Date of License: N/A

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

Signed:



Date: 9/9/2022

(ATTACH COPY OF LICENSE)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Quantum Spatial, Inc. dba NV5 Geospatial

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

Professional License Type:

Georgia Business License
Georgia Land Surveyor Firm License

Professional License Number:

Georgia Land Surveyor Firm No. LSF001234

Expiration Date of License:

Georgia Land Surveyor Firm Expiration Date: 6/30/2024

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

Signed: 

Date: September 9, 2022

(ATTACH COPY OF LICENSE)

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

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

QUANTUM SPATIAL, INC.
a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 21674966
Date Inc/Auth/Filed: 11/16/2001
Jurisdiction : Wisconsin
Print Date : 07/16/2021
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State



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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

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

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

Quantum Spatial, Inc.
523 Wellington Way,
Lexington KY 40503



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Smartegies LLC

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

Professional License Type: No Professional Business Licence Required for our type company
Only City Business License required

Professional License Number:

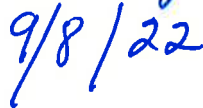
Expiration Date of License: 12/31/2022 General business license

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

Signed:



Date:



(ATTACH COPY OF LICENSE)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: GDOT CERTIFICATION AFFIDAVIT

Michael Baker International, Inc.
(BUSINESS NAME)

420 Technology Parkway, Suite 150, Peachtree Corners, GA 30092
(BUSINESS ADDRESS)

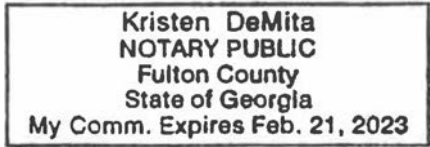
Vice President/Office Executive
(OFFICIAL TITLE OF AFFIANT)

Quintin Watkins, PE
(NAME OF AFFIANT)

Quintin Watkins
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

this 29th day of September, 2022



Kristen DeMita
(Notary Public)

(Seal)

Fulton County
(County)

Commission Expires: February 21, 2023
(Date)

(Upload GDOT Certification)

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

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


NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
MICHAEL BAKER INTERNATIONAL INC 420 Technology Parkway, Suite 150 Norcross, GA 30092	December 9, 2021	November 9, 2023
SIGNATURE 		
1. Transportation Planning <input checked="" type="checkbox"/> 1.01 State Wide Systems Planning <input checked="" type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input checked="" type="checkbox"/> 1.03 Aviation Systems Planning <input checked="" type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input checked="" type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input checked="" type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input checked="" type="checkbox"/> 1.10 Traffic Studies <input checked="" type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input checked="" type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input checked="" type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input checked="" type="checkbox"/> 3.15 Highway Lighting <input checked="" type="checkbox"/> 3.16 Value Engineering <input checked="" type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
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	8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision <input checked="" type="checkbox"/> 8.02 Airport Construction Administration and Observation	
	9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input checked="" type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

Contract Value: \$125,000.00
Prime Vendor: Michael Baker International
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$81,250.00 or 65.00%

Subcontractor: Brockington & Associates, Inc.
Subcontractor Status: DBE
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$15,000.00 or 12.00%

Subcontractor: Lumenor Consulting Group
Subcontractor Status: DBE
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$10,000.00 or 8.00%

Subcontractor: Quantum Spatial, Inc. dba NV5 Geospatial
Subcontractor Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$6,250.00 or 5.00%

Subcontractor: Smartegies, LLC
Subcontractor Status: DBE
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$12,500.00 or 10.00%

Total Contract Value: \$125,000.00 or 100.00%
Participation Value: \$37,500.00 or 30.00%

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT PROVISIONS

Airport Planning and Environmental Consulting

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

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

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

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

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

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

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

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

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

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

Certificates of Insurance

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

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

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

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

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

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

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

IMPORTANT:

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

USE OF PREMISES

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

PROTECTION OF PROPERTY

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

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

performed.

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

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

COMPANY: Michael Baker International SIGNATURE:  FD4BDEB743204C5...

NAME: Quintin Watkins TITLE: Vice President

DATE: 12/20/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Michael Baker International, Inc. 420 Technology Parkway Suite 150 Norcross GA 30092 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Insurance America Inc</td> <td>24554</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C: Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER D: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: Allied World Surplus Lines Insurance Co	24319	INSURER D: Zurich American Ins Co	16535	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570095141572 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. Limits shown are as requested

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

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

RE: Fulton County Government - Purchasing and Contract Compliance Department, GA # 22RFP148596K-BKJ for Fulton County Executive Airport, Airport Planning & Environmental Consulting Services. Fulton County Government - Purchasing and Contract Compliance Department, its officials, officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Workers' Compensation and Professional Liability policies.

CERTIFICATE HOLDER Fulton County Government - Purchasing and Contract Compliance Department 130 Peachtree Street, SW Suite 1168 Atlanta GA 30303-3459 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

570095141572

Certificate No :





Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-01

Effective Date: 08/30/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

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

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

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

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

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

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

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

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

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

in the performance of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The additional insured must see to it that:

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

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

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

Primary and Noncontributory insurance

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

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

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

This insurance is excess over:

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

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

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

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

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

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

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

POLICY NUMBER: BAP 4197284-01

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date:

SCHEDULE

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

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

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

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-01	08/30/2022	08/30/2023		15939000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 4197284-01

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

<p>Named Insured: MICHAEL BAKER INTERNATIONAL LLC</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.</p>
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-01

Effective Date: 08/30/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

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

All other terms and conditions of this policy remain unchanged.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

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

D. Cancellation

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

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

F. Nonrenewal Notice

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

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