



**FULTON
COUNTY**

CONTRACT DOCUMENTS

for

24RFP032724K-JA

**Engineering On-Call Services for Public
Works**

Department of Public Works

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CONTRACT AGREEMENT

Consultant: Prime Engineering, Inc.

Contract No. 24RFP032724K-JA, Engineering On-Call Services
for Public Works

Address: 3715 Northside Parkway, NW
Building 300, Suite 200

City, State Atlanta, Georgia 30327

Telephone: Office: 404-425-7124
Mobile: 678-457-3592

Email: rmacpherson@prime-eng.com

Contact: Robert MacPherson, PE
Vice President | Director-Civic

This Agreement made and entered into effective the 19th day of September, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Prime Engineering, Inc.** hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the "Department", desires to retain a qualified and experienced Consultant to provide Standby Professional Services for Architectural and Engineering Services in support of the Department of Public Works on an "as needed-task assignment" basis for professional 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 [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **September 4, 2024, Item Number 24-0573.**

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 Standby Professional Services for

Architectural and Engineering Services in support of the Department of Public Works on an “as needed-task assignment” basis for professional services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. **CONTRACT TERM**

MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on **October 1st in the year 2024**, the starting date, and shall end absolutely and without further obligation on the part of the County on the **31st day of December 2025**. 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 two (2) 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, 2026 and shall end no later than the 31st day of December, 2026. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2027 and shall end no later than the 31st day of December, 2027. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 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 **\$500,000.00 (Five Hundred 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 thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

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

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

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

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

All the services required hereunder will be performed by Consultant or under the direct

supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services. None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. **INDEMNIFICATION**

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.

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.

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.

4. **Separate Counsel.**

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.

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, SW

Atlanta, GA 30303

Telephone: 404-612-7485

Email: terry.peters@fultoncountyga.gov

Attention: Terry Peters

With a copy to:

Department of Purchasing & Contract Compliance

Chief Purchasing Agent

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Prime Engineering, Incorporated
Robert MacPherson, PE
3715 Northside Parkway, NW
Building 300, Suite 200
Atlanta, Georgia 30327
T: (404) 425-7100 | F: (404) 425-7101
rmacpherson@prime-eng.com

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

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

Prime Engineering, Inc.

DocuSigned by:

Robert MacPherson

Robert MacPherson, PE
Vice President | Director - Civic

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, PE
Director
Department of Public Works

ATTEST:

Secretary/ Assistant
Secretary

(Affix Corporate Seal)

ATTEST:

Signed by:

Cara Ayala

Notary Public

Name: Cara Ayala

County: Fulton

Commission Expires: August 6, 2028

Signed by:



(Affix Notary Seal)

ITEM#: xxx RECESS MEETING	RCS: xxx	ITEM#: 24-0573 B REGULAR MEETING	RM: 9/4/024
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ADDENDA

(Optional)

EXHIBIT A
GENERAL CONDITIONS

NOT APPLICABLE

EXHIBIT B
SPECIAL CONDITIONS

NOT APPLICABLE

EXHIBIT C

SCOPE OF WORK

3. SCOPE OF WORK

3.1 INTENT

- A. The Owner will engage the Standby Consultant to provide technical, professional, and other services for various County projects as broadly described in the scope of services necessary to support the water and wastewater systems maintained by Fulton County
- B. The Department of Public Works is designated as the Owner's representatives to act for the Owner in regard to approvals and authorizations for all work required and provided for in this Agreement. No work shall commence without a written notice to proceed signed by an authorized representative of the Department of Public Works.
- C. The intent of this Agreement is for the Standbys to provide some, or all, of the technical, professional, architectural, and engineering services for Public Works on an as-needed basis. However, the Owner is not bound to issue any work authorizations or notices to proceed for services under this Agreement. Whenever services are requested by the Owner, the Standby will submit a written proposal for the project with the scope of services. The Owner may accept or reject the proposal, or decline such services when it is in the best interest of the Owner to do so. If the Standby's proposal is accepted, the Owner may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization. After having received the notice to proceed including a written approval of the scope of services and the estimate of fees for a specified project, the Standby shall provide the services required in accordance with the three (3) phases identified below. No work outside that scope of services shall start without an amended notice to proceed. The Owner may cancel an outstanding notice to proceed or work authorization at any time at the Owner's convenience if it is in the Owner's best interest. Upon the cancellation of an outstanding notice to proceed, the Owner will pay the Standby for any authorized work which has been satisfactorily performed up to and through the date of cancellation.
- D. It is understood and agreed by the Standby that the services performed under this Agreement shall include, but not be limited to, those services described below and to the extent desired by the Owner.
- E. The Standby's Basic Services consist of the five key work areas as described in Paragraphs 2 through 6 and include normal architectural, structural, mechanical and electrical engineering services and any other services included in Section 4 or any other article of this Agreement as part of Basic Services. The Owner may request all, some or none of the services identified in this Agreement. When the Owner desires any services contemplated under this Agreement, the Owner will contact the Standby and request a written proposal for the work to be performed on each project.

3.2 RESEARCH

- A. Coordination of project work with specified Department of Public Works representatives. The designated representatives for each project shall be submitted to the Standby by the Owner in writing and shall accompany the initial request for project services (proposal) from Standby.
- B. Research of design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to specific projects.

- C. Support services such as surveying, preparation of plats, legal descriptions, deed research, and other services necessary to complete the work requested.
- D. Investigation and determination of requirements related to specific projects (e.g.: utilities, drainage and sewer systems) and coordination of work with others with respect to such projects.

3.3 DESIGN

A. Conceptual and Schematic Design Phases

1. The Standby shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
2. The Standby shall provide a preliminary evaluation of the program and the Project budget requirement, each in terms of the other, subject to the limitations set forth by the Owner.
3. The Standby shall review with the Owner alternative approaches to design and construction of the Project.
4. Based on the mutually agreed upon program and Project budget requirements, the Standby shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents.
5. The Standby shall submit to the Owner Statement of Probable Construction Cost based on unit costs.

B. Design Development Phase

1. Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Standby shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. The Standby shall submit a statement of probable costs to the Owner.
3. The Standby shall assist the Owner in the preparation of the necessary bidding information bidding forms, the conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
4. The Standby shall advise the Owner of any adjustments to previous statements of probable construction costs indicated by changes in requirements or general market conditions.
5. The Standby shall assist the Owner in conjunction with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

C. Preliminary Design

1. Based on the approved plans and schematic design, the design services shall include the further development of the definitive architectural and/or engineering design of proposed construction, the site development, the outline specifications of materials and/or methods of construction, and the preliminary construction cost estimate. All items shall be submitted to the Owner for approval.
2. The Standby shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies, as directed by the Owner.

D. Working Drawings and Specifications

1. Upon approval by Owner of the preliminary design, the Standby shall prepare complete working drawings and specifications for the proposed construction, and shall prepare final construction cost estimates. The Standby shall submit said working drawings, specifications (including bid documents, samples of which will be supplied to the Standby by the Owner), and construction cost estimates to the Owner and/or the Owner's designee(s) for review and/or approval. Where disciplines are similar, plans (drawings) should be jointly signed by Standby and any subcontractor or sub-consultant hired by Standby, with professional seals.
2. The Standby shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the Owner and Contractor.
3. The Standby shall advise the Owner of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.
4. The Standby shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

3.4 CONSTRUCTION

A. Proposal

1. The Standby, following the Owner's approval of the Construction Contract Documents, which should also include the latest version of the Opinion of Probable Construction Costs, shall assist the Owner in obtaining bids and assist in preparing contracts for construction. The Standby may be called upon to prepare a list of prospective bidders for the Owner and to submit recommendations on the award of contracts to the Owner on the bids received. The Standby shall participate with the Owner in pre-bid conferences (and pre-construction meetings) so as to be informed and assist the Owner in resolving questions and requests on the part of contractors and suppliers concerning the work. The Standby shall recommend to the Owner approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.

B. Construction – Administration of the Construction Contract

1. The Construction tasks will commence with the award of the Contract for Construction and, together with the Standby's obligation to provide Basic Services under this Agreement, will

terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, Public Works will request the same Standby which designs a particular project to also manage the construction of that project.

2. Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a project, the Standby shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the Owner's Contract Documents for Construction.
3. The Standby shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.
4. The Standby shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the Standby in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations as a Standby, therefore Standby shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
5. The Standby shall at all times have access to the Work wherever it is in preparation or progress.
6. The Standby shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Standby shall maintain a log of Applications for Payment received, indicating the date and the time received.
7. The signature of the Standby to the Owner, based on the Standby's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated that, to the best of the Standby's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Application for Payments.
8. The Standby shall reject Work which does not conform to the Contract Documents. Whenever, in the Standby's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Standby will have authority to require special inspection or testing of the Work in progress.
9. The Standby shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Standby's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
10. The Standby shall assist the Owner in the preparation of Change Orders for the Owner's approval execution in accordance with the Contract Documents, and shall have authority to

order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

11. The Standby shall conduct inspection to determine the Dates of Substantial Completion and final completion, shall receive and forward to Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.
12. The extent of the duties, responsibilities and limitations of authority of the Standby as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Standby.

C. Design Support Services

1. After the award of a contract for construction, the Standby's services shall include such visits to the site of the project as may be required by the Owner for design clarifications and/or modifications. The Standby's services shall also include the review of the project contractor's shop drawings to assure adherence to the intent of the working drawings and specifications. Other services required include the approval of sub-consultants' work under this contract and the preparation of change orders under any construction contract.

D. Administrative Management

1. The Standby, with the approval of the Owner, shall conduct inspections of all construction based on their specifications and shall report findings to the Owner. In the event of legal action, the Standby shall analyze and make recommendations regarding the disposition of claims for or against the Owner.
2. The Standby, with the approval of the Owner, shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.
3. The Standby, with the approval of the Owner, shall prepare and submit all supplemental agreements and/or change orders for approval by the Owner and others, as required, revise design drawings to show "construction record" (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the Standby shall keep the Owner advised of job costs and provide cost accounting of job costs. Based on information obtained from the Owner and contractor, the Standby shall maintain a PERT (Program Evaluation Review Technique) or CPM (Critical Path Method) or similar scheduling system of all construction under their responsibility and shall adjust and update the schedule as required.

E. Field Representation

1. The Standby, with the approval of the Owner, shall furnish a resident field staff of qualified Standby inspection and surveying personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the working drawings and specifications and to guard the Owner against defects in the work and to keep the Owner informed regarding progress of the work.

2. The field staff shall conduct intermediate and final field observations, including necessary construction material testing and inspection, to assure a completed project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the Owner.
3. The Standby shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Standby is obligated to report promptly to the Owner any known defect or deficiency in the contractor's work materials.

F. Special Services

1. When mutually agreed to by the Owner and the Standby, the Standby shall provide professional planning, engineering and/or architectural services for project and/or construction other than that specifically described herein. These services may include, but not limited to, review of construction activities performed by contractors.
2. When directed by the Owner, the Standby shall also provide professional engineering services for the installation of specialized equipment, devices and systems which may be furnished by others.
3. If requested by the owner, the Standby shall make studies, analyses, cost estimated and/or reports on items of plant or equipment; operating procedures or functions; physical administrative or financial aspects of a project.

3.5 STANDBY SERVICES

A. Basic Services

1. The Standby shall submit to the Owner with its original scope of services schedules of work and work completion dates for each phase of work. No work shall be commenced before written approval from the Owner is received by the Standby.
2. When it is determined that completion dates submitted by the Standby and approved by the Owner cannot be met, the Standby shall notify the County as soon as the determination is made and no less than ten (10) days before the scheduled task completion date.
3. The Standby shall submit in writing to the Owner the reason or reasons for any delay in schedule. Any submittal in this regard shall be in accordance with the procedure and time outline described above.
4. The Standby shall provide the Owner with periodic reports on the progress of work requested in all phases described in this Agreement. The Standby shall also attend periodic meetings with the Owner and/or the Owner's representatives for the purpose of project review and update, scheduling and other purposes as requested by the Owner and or the Standby. The frequency of both the written reports and meetings referenced above shall be prescribed by the Owner on a per project per phase basis.
5. The Standby shall notify the Owner of any changes to key personnel. The Owner reserves the right to accept or reject any changes in key personnel before the performance of any services.

B. Special Services

1. Special services outside the scope of basic services may be provided when authorized in writing by the Owner, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.
2. Providing planning surveys, site evaluations, environmental impact studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
3. Providing water and sewer modeling services, including but not limited to such tasks as operational optimization; water quality studies; Level of Service evaluations; and capacity and facility requirements for existing and future growth conditions
4. Performing tasks related to the development of an asset management program
5. Creating management and administrative tools like dashboards for additional oversight and real time evaluation of ongoing programs and processes
6. Assisting the Owner with compliance requirements such as the LCRR/LCRI and associated documentation.
7. Preparing and submitting grant applications for the Owner.
8. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
9. Providing coordination of work performed by separate contractors or by the Owner's own forces.
10. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Standby.
11. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
12. Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
13. Attending and assisting the Owner in arranging any public information meeting or public proceeding.
14. Assist the Owner with Land Acquisition services. This will be independent services outside of Fulton County Land Department but may include supplemental services that aid any of their efforts.

3.6 OWNER'S RESPONSIBILITY

- A. The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- B. Notwithstanding anything contained in this Agreement, Owner reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with consultants other than Standby and any of its sub-consultants named in this Agreement.
- C. There is no guarantee of work in this Agreement; Standby has no right to any portion of Owner's total project work and will be selected by the user (Owner) department without regard to relative work awards to the various Standby's under contract.
- D. The Owner will designate, a representative authorized to act on its behalf with respect to the Project. The Owner/and or Owner's designee will promptly render any decision necessary for the orderly progress of the work.
- E. The Owner will furnish to the Standby any information or materials in its possession which relate to a specified project as expeditiously as possible.
- F. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Standby and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Standby services.
- G. The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Standby's services and of the Work.
- H. The Owner reserves the right to remove any personnel employed by the Standby who is assigned to perform services for Owner's Project.

3.7 REIMBURSABLE EXPENSES

- A. Normal expenses shall be included in the hourly billing rates. All reimbursable expenses will be paid at cost. Pay requests submitted by the Standby for reimbursable expenses must be accompanied by invoices and receipts and will be paid to the Standby upon approval by the Owner. Owner reserves the right to disapprove of any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances authorized by the Owner under this Agreement.
- B. Reimbursable expenses shall be specified in the original scope of project services (proposal). Airline transportation will not be paid
- C. Reimbursable expenses shall be limited to:
 - 1. Fees paid for securing approval of authorities having jurisdiction over the Project.
 - 2. Expenses of large format reproductions and handling of Drawings, Specifications and other documents, excluding reproductions for the office
 - 3. Use of the Standby's consultants.

4. Expenses of renderings, models and mock-ups requested by the Owner.
5. Other expenses deemed reimbursable by the Owner

3.8 STANDARD PROJECT PRACTICES

A. Surveying for Water and Wastewater Projects

1. The consultant shall adhere to all professional surveying practices.
2. The consultant shall use the pre-established benchmark from the Fulton County Global Positioning System (GIS Monument). No assumed datum is allowed. All surveys shall be performed using NAD83 / Georgia West for plane coordinates and NAVD 88 for vertical datum.
3. For horizontal control, a basic closed and balanced traverse is extended throughout the project area, tied to proposed flagged manhole stakes and significant structures. Throughout the field survey procedure, care is to be taken to keep property owners advised, including preservation of trees, bushes, and other property features.
4. For vertical control, the existing profile of the proposed route and any alternative routes are extended along the ground. TBM's are set to provide convenient reference.
5. Preliminary profiles to be made as required to establish adjustments in the horizontal alignment. Cross section for a minimum of 50 feet on each side of centerline at 25 foot intervals, and/or any significant grade change.
6. Upon establishment of pipe line and grade, critical elevations of structures are to be field checked as required to ensure that no further changes needed.
7. A "strip" survey of the fifty (50) foot wide area of construction easement shall be provided, including horizontal and vertical control and locations. Property line definition will be based upon field evidence and other data. Certification of the property lines' authenticity are not included as part of this Contract.
8. All preliminary sketches and field notes shall be subject to Fulton County review, upon request.
9. All manholes shall be flagged and staked with 18" long wooden stakes, as well as centerline of proposed pipe line at 50 foot intervals.

B. Engineering Design for Water and Wastewater Projects

1. Consultant shall adhere to all professional engineering practices, including the Ten State Standards and American Society of Civil Engineers' pertinent manuals.
2. In addition, design of this gravity pipe line system shall include WASTEWATER PIPE REVIEW and WATER REVIEW checklist items, as shown below. Deviations from this checklist shall be pre-approved in writing by the Department of Public Works.

C. General Requirements for Water and Wastewater Projects

1. Fulton County Public Works will provide one set of construction detail specifications for sewer and one set of construction specifications for water with standard border for consultant's use

on projects assigned. Electronic forms in AutoCAD Release 2017 or later, may be provided upon request.

2. Plan view sheets shall have the following minimum items shown: land lot lines, roads and right-of-way widths, monuments and evidence of property and possession lines, utilities (above and underground), storm sewer facilities, natural waterways, property ownership data, easements, north arrow, scale, wastewater routing, manhole station numbers, deflection angles, critical trees, buffers, erosion control, types of fences, exiting tie-in to wastewater pipe line, legends, general and specific notes, retaining walls, fire hydrants, TBM's, piers, road centerline, first floor elevations of houses to be served, and other normally shown items on such drawings adhering to standard engineering practice.
3. Profile sheets shall have the following minimum items shown: existing grades, proposed wastewater pipe lines, new manholes, existing manholes and pipe lines, underground storm structures and utilities, pipe sizes, horizontal length and slope of proposed pipes, types of pipes, point of change in pipe material, jacking and boring, and other items normally shown on such drawings adhering to standard engineering practice.
4. The consultant shall prepare plans at a scale of 1 inch = 50 foot. Plan and profiles will be shown for all stream crossings and jack and bore locations including any information as required by Georgia Department of Transportation for Utility Encroachment Permit.
5. Prepare technical specifications (in general conformance with the fifty division format of the Construction Specifications Institute Master Format including invitation to bid, instructions to bidders, bid and contract forms (including bid, performance and/or payment bonds specified by the County) general requirements and supplementary conditions.
6. Obtain approval/permits, if any required, from Corps of Engineers, Georgia Department of Natural Resources, Environmental Protection Division, Georgia Department of Transportation, and local issuing authorities.
7. Provide a detailed construction cost estimate.

D. Plans and Drawings for Water and Wastewater Projects

1. Plans shall include the following: cover sheet, size and type of pipe material, all manholes, valves, appurtenances, fire hydrants, north arrow, scale, typical depth, variations in depth, thrust restraint, water meters, gas meters, fittings, steel casing, existing utilities above and below ground, driveways, paving, bridges, location map, 24 hour contact representative phone number, easement limits, trees to be retained and removed, erosion control structures, curbing, drains and culverts, and connections to new and existing mains.
2. The following items must be indicated in the title block of all drawings:
 - a. Name of Project or Development
 - b. Owner's name and address (Fulton County Public Works)
 - c. Engineer's name, address, and phone number
 - d. Seal of Georgia registered engineer with signature
 - e. North arrow
 - f. Scale (no less than 1" - 100')
 - g. Reference to Fulton County GIS Monument
 - h. Land Lot and District/Section

- i. Length of line in feet and inches - miles on each plan/profile sheet.
3. Location sketch must be included at a scale of no less than 1" - 2000'.
4. Refer to the Exhibits for the Wastewater and Water Checklist for design standards including the general notes.
5. Easement plats with legal descriptions.
6. Erosion control plans are required for all proposed wastewater and water main lines and must include and must meet the minimum standards as required by the Fulton County Erosion Control Ordinance. All plans must be submitted to and approved by the City where the project is located.

E. Easement Requirements (for Water and Wastewater Projects)

3.9 PLAT MAP REQUIREMENTS

1. Plat map shall be signed, stamped, and dated by a professional engineer (P.E.) or a registered land surveyor.
1. Plat map shall be no smaller than **8 ½ inches by 11 inches**.
2. Plat map shall provide enough information to easily identify dedicated easement area in the field. Please show land lot lines.
3. Name of project shall be shown on map.
4. Parcel identification number of each impacted property shall be included.
5. Name of property owner(s) of each impacted property shall be included.
6. Map shall have a north arrow.
7. Please show scale of plat map (minimum scale 1"=20'; maximum scale 1"=100').
8. Note existing conditions within easement area.
9. Describe easement area by bearings and distances.
10. Describe any water/sewer lines by bearings and distances.
11. Easement shall be tied back to the point of beginning. Provide angle and distance tie at each property line.
12. Indicate the total square feet of construction and permanent easement for each property owner (Note: Permanent easements shall be a minimum width of 20 feet).
14. Indicate Grantor(s) name in title block of right of way/easement plat.
15. Indicate subdivision name (if known) and include plat book page and number.

3.10 PROJECT DELIVERABLES

A. As-Built Drawings

1. As-built drawings are required for on all design projects, constructed on the behalf of the Technical Services Division of Public Works, in order for to the project to considered 100% complete. Forms from the Technical Services Division are to be filled out as part of the documentation including the following information:
2. One set of reproducible drawings, one set of PDF formatted drawings, and one copy of drawings coded on a flash drive in AutoCAD Version 2017 or later shall be submitted to the Department. Approval and acceptance of the drawings and computer flash drives will be the basis for final payment.

3. The consultant shall update the County's aerial topographic file using AutoCAD Release 2017(or the compatible version available to the County) to represent the existing field conditions, in conjunction with the technical specifications, convey the scope, extent and requirements of the facilities to be constructed.

B. Model Files

1. All computer-aided modeling projects performed for the Technical Services Division of Public Works must be compatible with the Innovyze modeling suite: InfoWater Pro, InfoWorks ICM, and Info360 Asset.
2. Computer-aided modeling projects should close out with a workshop reviewing new scenarios added to the model and any other changes made during the course of the work. All model files will be accepted by the county via a release form.

EXHIBIT D

PROJECT DELIVERABLES

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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 five hundred thousand dollars (\$500,000.00). The detailed costs are provided herein:

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: Prime Engineering, Inc.

For: 24RFP032724K-JA
2024 Standby Engineering Services
for Department of Public Works

Submitted on June 6th, 2024.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 562,900.00

(Dollar Amount in Numbers)

(Dollar Amount in Words) Five hundred sixty two thousand nine hundred dollars and 00/100 dollars

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

Complete this table. All projects assigned shall be based upon a dollar per hour rate (i.e. pipelines, engineering studies, field testing, inspections, pump stations, etc.). The PROPOSER will include his/her fees as outlined below. This proposal provides a pricing structure which includes both water and sewer line design.

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
1. Engineer Principal – manages companywide engineering operations and projects	\$273	230	\$62,790
2. Project Manager – manages execution of multidisciplinary project(s)	\$168	230	\$38,640
3. Project Engineer – lead engineer on multidisciplinary project(s)	\$216	230	\$49,680
4. Construction Manager – directs construction administration services	\$163	230	\$37,490
5. Senior Engineer – organizes and leads engineering design team in his/her discipline	\$189	230	\$43,470
6. GA Registered Engineer – independently performs conventional engineering tasks	\$168	230	\$38,640

7. E.I.T. Engineer – conducts limited and specific engineering tasks	\$132	230	\$30,360
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer	\$121	230	\$27,830
9. Georgia Registered Land Surveyor – directs surveying services	\$163	230	\$37,490
10. Field Survey Crew – performs field survey work, construction staking, and as-builts	\$142	230	\$32,660
SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
11. Survey Technician / CAD Operator – performs routine survey procedures under the direction of a registered land surveyor / performs computerized drafting under the supervision of a surveyor	\$100	230	\$23,000
12. Registered Landscape Architect – independently performs landscape design functions	\$189	230	\$43,470
13. Sr. Resident Inspector – monitors compliance of construction with plans & specifications	\$122	230	\$28,060
14. Administrator / Secretary – performs	\$84	230	\$19,320

administrative, clerical, and accounting functions			
OWNER CONTROLLED CONTINGENCY			
15. Owner Controlled Contingency – Geotechnical Engineering; Soils, Concrete, Asphalt, Materials, and Water Quality Testing;	L.S.	1	\$50,000.00
<i>TOTAL BASE BID AMOUNT (lines 1-15)</i>			\$562,900

A schedule of standard hourly billing rates by labor category to be utilized during the course of the projects shall also be provided. The estimated man-hours shall be multiplied by the appropriate labor rate to determine the estimated project cost. Proposer shall provide the overhead rate that includes all fringe benefits as a percentage of base salary (without fringes) and the profit percentage used in calculating standard billing rates. This is to be provided for the Prime Consultant as well as each Sub Consultant. Computer usage is to be included in the overhead rate and will not be considered as a direct expense. Hourly rates shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, printing, reproduction, project reports, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, and any other expenses necessary to conduct the work. The allowed multiplier for overtime rates (1.0 or 1.5, depending on employee category) shall be applied to the salary component of the hourly rate, and not to the direct costs component. County will not pay the FIRM for the cost of, or any cost associated with, preparation of invoices for payment of the services under this contract. Costs for large amounts of reports or unusual reproduction requests by the County will be borne by the County. There shall be no reimbursable direct cost to the Firm.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

A. Name	B. Address
Robert R. MacPherson	3715 Northside Pkwy, NW
	Building 300, Suite 200
	Atlanta, GA 30327

END OF SECTION



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Principal-In-Charge/Vice President	178.30%	12.00%	\$289.00
On-Call Program Manager	178.30%	12.00%	\$273.00
On-Call Asst. Program Manager	178.30%	12.00%	\$252.00
Department Head/Engineer VII	178.30%	12.00%	\$252.00
Engineer VI	178.30%	12.00%	\$237.00
Engineer V	178.30%	12.00%	\$216.00
Engineer IV	178.30%	12.00%	\$189.00
Engineer III	178.30%	12.00%	\$168.00
Engineer II	178.30%	12.00%	\$147.00
Engineer I	178.30%	12.00%	\$132.00
Intern II	178.30%	12.00%	\$105.00
Intern I	178.30%	12.00%	\$79.00
Architect VIII	178.30%	12.00%	\$273.00
Architect VII	178.30%	12.00%	\$258.00
Architect VI	178.30%	12.00%	\$221.00
Architect V	178.30%	12.00%	\$200.00
Architect IV	178.30%	12.00%	\$179.00
Architect III	178.30%	12.00%	\$158.00
Senior Architectural Designer IV	178.30%	12.00%	\$158.00
Architectural Designer III	178.30%	12.00%	\$142.00
Architectural Designer II	178.30%	12.00%	\$132.00
Architectural Designer I	178.30%	12.00%	\$116.00
Construction Manager V	178.30%	12.00%	\$184.00
Construction Manager IV	178.30%	12.00%	\$168.00
Construction Inspector III	178.30%	12.00%	\$142.00
Construction Inspector II	178.30%	12.00%	\$126.00
Construction Inspector I	178.30%	12.00%	\$105.00
Design Coordinator VII	178.30%	12.00%	\$189.00
Designer VI	178.30%	12.00%	\$179.00
Designer V	178.30%	12.00%	\$168.00
Designer IV	178.30%	12.00%	\$153.00
Designer III	178.30%	12.00%	\$137.00
Designer II	178.30%	12.00%	\$121.00
Designer I	178.30%	12.00%	\$100.00
Registered Landscape Architect	178.30%	12.00%	\$189.00
Landscape Designer	178.30%	12.00%	\$142.00
Surveyor VIII	178.30%	12.00%	\$263.00



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Surveyor VII	178.30%	12.00%	\$210.00
Surveyor VI	178.30%	12.00%	\$179.00
Surveyor V	178.30%	12.00%	\$174.00
Surveyor IV	178.30%	12.00%	\$163.00
Surveyor III	178.30%	12.00%	\$142.00
Surveyor II	178.30%	12.00%	\$121.00
Surveyor I	178.30%	12.00%	\$100.00
One Person Survey Crew	178.30%	12.00%	\$142.00
Two Person Survey Crew	178.30%	12.00%	\$258.00
SUE Crew	178.30%	12.00%	\$174.00
Contract Administrator	178.30%	12.00%	\$132.00
Executive Assistant	178.30%	12.00%	\$126.00
Marketing Specialist	178.30%	12.00%	\$147.00
Writer/Editor/Visual Communications Coordinator	178.30%	12.00%	\$132.00
Marketing Communications Assistant	178.30%	12.00%	\$111.00
Office Manager/Clerical	178.30%	12.00%	\$84.00

Austin Brockenbrough & Assoc will utilize the same hourly rates as Prime Engineering, Inc.



3-YEAR HOURLY RATE

POSITION	3-Year HOURLY RATE
Principal Engineer	\$185
Project Manager/ Senior Engineer	\$165
Project Engineer	\$120
Staff Engineer/Onsite inspector	\$100
Technician	\$85
Admin	\$65

Federal Employee ID Number:	27-0512970
Current FAR Field OH Rate:	152.27%
Current Profit:	14.6%



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Administrative Assistant	173.15%	15.00%	\$100.00
Utility Management Analyst I	173.15%	15.00%	\$135.00
Utility Management Analyst II	173.15%	15.00%	\$145.00
Utility Management Analyst III	173.15%	15.00%	\$155.00
Utility Management Consultant I	173.15%	15.00%	\$170.00
Utility Management Consultant II	173.15%	15.00%	\$180.00
Utility Management Consultant III	173.15%	15.00%	\$200.00
Senior Utility Management Consultant I	173.15%	15.00%	\$225.00
Senior Utility Management Consultant II	173.15%	15.00%	\$240.00
Senior Utility Management Consultant III	173.15%	15.00%	\$255.00
Utility Management Services Regional Director	173.15%	15.00%	\$270.00
Utility Management Services Director	173.15%	15.00%	\$295.00



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Project Manager, PE	65.00%	5.00%	\$187.11
Senior Electrical or I&C Engineer, PE	65.00%	5.00%	\$174.64
Electrical or I&C Engineer	65.00%	5.00%	\$145.53
Junior Electrical or I&C Engineer	65.00%	5.00%	\$133.06
Electrical or I&C Designer	65.00%	5.00%	\$114.35
Electrical or I&C Drafter	65.00%	5.00%	\$85.24
Office Manager/Clerical	65.00%	5.00%	\$54.05



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Environmental PM/NEPA	146.40%	12.00%	\$197.32
Project Historian	146.40%	12.00%	\$131.77
Project Archaeologist	146.40%	12.00%	\$124.19
Project Ecologist	146.40%	12.00%	\$151.78



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Principal-In-Charge/Vice President	109.00%	14.00%	\$222.96
On-Call Project Manager/Engineer VII	109.00%	14.00%	\$197.09
Engineer VI	109.00%	14.00%	\$180.36
Engineer V	109.00%	14.00%	\$160.36
Engineer IV	109.00%	14.00%	\$139.25
Engineer III	109.00%	14.00%	\$122.97
Engineer II	109.00%	14.00%	\$111.97
Engineer I	109.00%	14.00%	\$99.56
Intern I	109.00%	14.00%	\$58.00
Construction Inspector II	109.00%	14.00%	\$124.89
Construction Inspector I	109.00%	14.00%	\$98.23
Designer IV	109.00%	14.00%	\$126.61
Designer III	109.00%	14.00%	\$114.12
Designer II	109.00%	14.00%	\$92.85
Designer I	109.00%	14.00%	\$73.26
Contract Administrator	109.00%	14.00%	\$87.70
Office Manager/Clerical	109.00%	14.00%	\$60.26

PROJECT COST SOLUTIONS



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Principal Cost Estimator	148.30%	10.00%	\$232.16
Senior Cost Estimator	148.30%	10.00%	\$204.85
Cost Estimator	148.30%	10.00%	\$177.53
Jr. Cost Estimator	148.30%	10.00%	\$150.22



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Appraiser, Level 1	178.30%	12.00%	\$124.99
Appraiser, Level 2	178.30%	12.00%	\$174.89
Appraiser, Level 3	178.30%	12.00%	\$200.11
Appraiser, Level 4	178.30%	12.00%	\$300.01



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Engineer VI	175.00%	10.00%	\$216.00
Engineer V	175.00%	10.00%	\$189.00
Engineer IV	175.00%	10.00%	\$162.00
Engineer III	175.00%	10.00%	\$135.00
Engineer II	175.00%	10.00%	\$113.00
Engineer I	175.00%	10.00%	\$86.00
Designer II	175.00%	10.00%	\$108.00
Designer I	175.00%	10.00%	\$81.00



Position	Benefits & Overhead Rate	Profit Rate	Total Hourly Cost
Construction Manager V	142.13%	12.00%	\$195.25
Construction Manager IV	142.13%	12.00%	\$163.00
Construction Inspector III	142.13%	12.00%	\$135.59

EXHIBIT F

PURCHASING FORMS

FORM A: PRIME ENGINEERING INCORPORATED

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] Prime Engineering, Incorporated 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.

48585

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Robert MacPherson, PE

Title of Authorized Officer or Agent of Contractor

Vice President

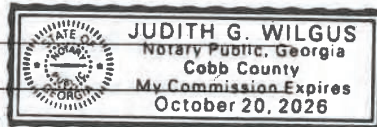
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 20th day of June, 2024

Notary Public:

County: Fulton

Commission Expires:



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].

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Engineering Services for
Department of Public Works

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FORM A: PRIME ENGINEERING INCORPORATED

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] Prime Engineering, Incorporated 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.

48585

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Robert MacPherson, PE

Title of Authorized Officer or Agent of Contractor

Vice President

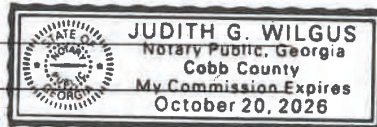
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 20th day of June, 2024

Notary Public: Judith G. Wilgus

County: Fulton

Commission Expires: _____



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 38

FORM B: MATERIALS MANAGER AND ENGINEERS, INC. (2MNEXT)

**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] Prime Engineering, 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.

1888756

EEV/Basic Pilot Program* User Identification Number

Materials Managers and Engineers, Inc. (2MNEXT)

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

President/CEO

Title of Authorized Officer or Agent of Subcontractor

Subash Kuchikulla

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20th day of May, 2024

Jada Collins
(Notary Public) (Seal)



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

FORM A: PRIME ENGINEERING INCORPORATED

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] Prime Engineering, Incorporated 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.

48585

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Robert MacPherson, PE

Title of Authorized Officer or Agent of Contractor

Vice President

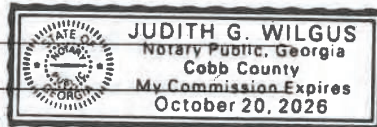
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 20th day of June, 2024

Notary Public: Judith G. Wilgus

County: Fulton

Commission Expires: _____



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 38

FORM B: MATERIALS MANAGER AND ENGINEERS, INC. (2MNEXT)

**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] Prime Engineering, 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.

1888756

EEV/Basic Pilot Program* User Identification Number

Materials Managers and Engineers, Inc. (2MNEXT)

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

President/CEO

Title of Authorized Officer or Agent of Subcontractor

Subash Kuchikulla

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20th day of May, 2024

Jada Collins
(Notary Public) (Seal)



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

FORM B: MATERIALS MANAGER AND ENGINEERS, INC. (2MNEXT)

**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] Prime Engineering, 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.

1888756

EEV/Basic Pilot Program* User Identification Number

Materials Managers and Engineers, Inc. (2MNEXT)

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

President/CEO

Title of Authorized Officer or Agent of Subcontractor

Subash Kuchikulla

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20th day of May, 2024

Jada Collins
(Notary Public) (Seal)



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

FORM B: MATERIALS MANAGER AND ENGINEERS, INC. (2MNEXT)

Commission Expires: July 30th, 2024
(Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

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]** Prime Engineering, 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.

1616576

EEV/Basic Pilot Program* User Identification Number

Blue Cypress Consulting, LLC

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Owner

Title of Authorized Officer or Agent of Subcontractor

Caroline G. Evans

Caroline G. Evans

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20 day of May, 2024

Monica Klinkmueller

(Notary Public)

(Seal)

Monica Klinkmueller
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 03/30/2025

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]

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

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Commission Expires: March 30, 2025
(Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

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] Prime Engineering, 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.

632222

EEV/Basic Pilot Program* User Identification Number

Alec Zaychik

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Principal

Title of Authorized Officer or Agent of Subcontractor

Alec Zaychik

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20 day of MAY, 2024

T. Proshko

(Notary Public)

(Seal)

TATYANA PROSHKO
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires September 24, 2025

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].

Commission Expires: _____

9/29/25

(Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

FORM B: EDWARDS-PITMAN ENVIRONMENTAL, INC.

**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] Prime Engineering, 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.

210078

EEV/Basic Pilot Program* User Identification Number

Susan L. Thomas

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Vice President

Title of Authorized Officer or Agent of Subcontractor

Susan L. Thomas, AICP

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 6th day of June, 2024

W de Ceuninck van Capelle

(Notary Public)

(Seal)



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

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FORM B: EDWARDS-PITMAN ENVIRONMENTAL, INC.

Commission Expires: 9/23/2024
(Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

FORM B: ENGINEERED SYSTEMS & SERVICES, LLC

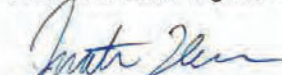
**STATE OF GEORGIA
COUNTY OF FULTON**

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] Prime Engineering 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.

196133

EEV/Basic Pilot Program* User Identification Number

 for Engineered Systems & Services, LLC

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President

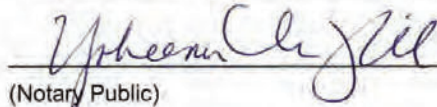
Title of Authorized Officer or Agent of Subcontractor

Jonathan L. Rucker

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 05 day of June, 20 24


(Notary Public) (Seal)



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

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Commission Expires: March 22, 2025
(Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

FORM B: PROJECT COST SOLUTIONS INC. (PCS)

**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] 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.

925670

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer of Agent
(Insert Subcontractor Name)

Chairman and Project Principal

Title of Authorized Officer or Agent of Subcontractor

Leanda Thomas

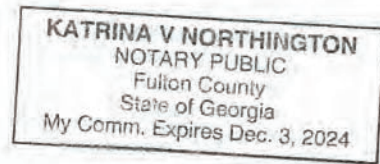
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 12th day of June, 2024

[Signature]
(Notary Public)

(Seal)



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].

**24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works**

Page 40

FORM B: PROJECT COST SOLUTIONS INC. (PCS)

Commission Expires: December 3, 2024
(Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

FORM B: SFA AND ASSOCIATES, LLC

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] Prime Engineering, 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.

438259

EEV/Basic Pilot Program* User Identification Number

SFA & ASSOCIATES

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

BASIL SMITH [Signature]

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 21 day of May, 2024

Peter F. Walters

(Notary Public)

(Seal)



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].

24RFP032724K-JA, Standby
Engineering Services for
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Page 40

FORM B: SFA AND ASSOCIATES, LLC

Commission Expires: Feb 26, 2025
(Date)



24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

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] Prime Engineering, 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.

JSTE5918

EEV/Basic Pilot Program* User Identification Number

Steele Program Managers, LLC

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Jacqui Steele

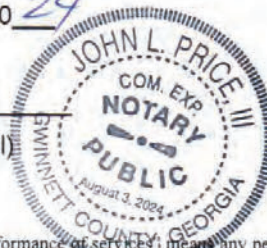
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 3RD day of JUNE, 2024

(Notary Public)

(Seal)



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 40

Commission Expires: 8/3/24 (Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

**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] Prime Engineering, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

695457

EEV/Basic Pilot Program* User Identification Number

Cheryl Worthy Pickett
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Principal / Appraiser

Title of Authorized Officer or Agent of Subcontractor

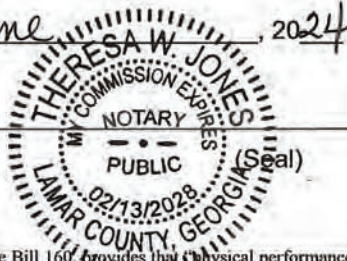
Cheryl Worthy Pickett

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 7th day of June, 2024

Jones
(Notary Public)



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].

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

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Commission Expires: 2/13/2028
(Date)

24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

Page 41

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.

Cuong H. Dinh (President)
Robert MacPherson (Vice President)
Christopher Cash (Vice President)
Chase Bailey (Vice President)

Business Address of All:
3715 Northside Parkway NW
Building 300, Suite 200
Atlanta, Georgia 30327

Ownership Interests:
Less than 5%

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.

Prime Engineering has steadily advanced its position in the municipal infrastructure, aviation, design-build, petrochemical/fueling, rail design and other engineering markets. Last year, Prime Engineering achieved 45% growth, including addition of several project managers, architects, and project engineers to the team serving Fulton County. Additionally, Prime has recently received an investment from Godspeed capital Management LP, creating a strategic partnership with sister company Austin Brockenbrough & Associates (ABA) - a multi-discipline consulting engineering firm. ABA provides additional bench depth to Prime's growing team. Prime is excellently positioned to serve any and all County needs for a this demand-service contract.

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.

Several employees of Prime Engineering, including the Program Manager, Rob MacPherson, have had an ongoing relationship as a result of our On-Call Contract between Prime Engineering and Fulton County. These relationships have been completely business related and directly attributable to the projects assigned under this Contract. Prime Engineering has received revenues only for work performed and authorized by Fulton County under these contracts. To the best of our knowledge and belief, no additional additional revenues either direct or indirect have been received by Prime Engineering or their employees.

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Engineering Services for
Department of Public Works

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LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

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FORM C: PRIME ENGINEERING INCORPORATED

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]

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Engineering Services for
Department of Public Works

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FORM C: PRIME ENGINEERING INCORPORATED

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 24TH day of June, 2024

Robert MacPherson, PE

6/24/2024

(Legal Name of Proponent)

(Date)

Robert R MacPherson

6/24/24

(Signature of Authorized Representative)

(Date)

Vice President

(Title)

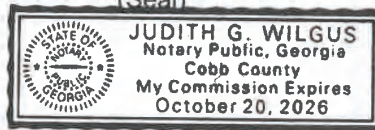
Sworn to and subscribed before me,

This 24th day of June, 2024

Judith G. Wilgus

(Notary Public)

(Seal)



Commission Expires _____

(Date)

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Department of Public Works

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FORM D: PRIME ENGINEERING INCORPORATED

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Prime Engineering, Incorporated

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

Professional License Type: Professional Engineer

Professional License Number: PEF000998

Expiration Date of License: June, 30th 2024 **Renewal Applied For*

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: 6/19/2024

(ATTACH COPY OF LICENSE)

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Department of Public Works

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FORM D: PRIME ENGINEERING INCORPORATED



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

LICENSE NO. PEF000998

Prime Engineering Incorporated

Robert R MacPherson

3715 Northside Pkwy NW

Building 300, Suite200

Atlanta GA 30327

Engineer Firm

EXP DATE - 06/30/2024 Status: Active

Issue Date: 04/24/1990

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

Prime Engineering Incorporated
 3715 Northside Pkwy NW
 Building 300, Suite200
 Atlanta GA 30327



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

License No. PEF000998

Prime Engineering Incorporated

Robert R MacPherson

3715 Northside Pkwy NW

Building 300, Suite200

Atlanta GA 30327

Engineer Firm

EXP DATE - 06/30/2024 Status: Active

Issue Date: 04/24/1990

FORM D: MATERIALS MANAGER AND ENGINEERS, INC. (2MNEXT)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Materials Managers and Engineers, Inc. (2MNEXT)

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

Professional License Type: Engineering Firm

Professional License Number: PEF005927

Expiration Date of License: 06/30/2024

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

Signed:



Date: 05/20/2024

(ATTACH COPY OF LICENSE)

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FORM D: MATERIALS MANAGER AND ENGINEERS, INC. (2MNEXT)



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

LICENSE NO. PEF005927
 Materials Managers and Engineers, Inc.

2623 Lake Flair Circle
 Atlanta GA 30345

Engineer Firm

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 12/02/2010

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

Materials Managers and Engineers, Inc.
 3715 Northside Parkway
 Bldg 300 Suite 200
 Atlanta GA 30327



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

License No. PEF005927
 Materials Managers and Engineers, Inc.

2623 Lake Flair Circle
 Atlanta GA 30345

Engineer Firm

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 12/02/2010

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name:

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

Professional License Type: Professional Engineering Firm

Professional License Number: PEF008570

Expiration Date of License: 6/30/2026

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

Signed: *Caroline J. Evans*

Date: 6/18/2024

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STATE OF GEORGIA
Darren Mickler, Director
Taylor Wright, Board Chair
Georgia Professional Engineering & Land Surveyors Board
Engineers / Land Surveyors
Engineer Firm

LICENSE NO. PEF008570

Blue Cypress Consulting, LLC
315 W Ponce de Leon Avenue Suite 905
Decatur, GA 30030

EXP DATE - June 30, 2026
ISSUE DATE - August 24, 2023
Active

Printed on June 13, 2024 8:15 AM

FORM D: EDEC, INC

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: EDEC, Inc.

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

Professional License Type: Engineering Firm

Professional License Number: PEF006157

Expiration Date of License: 06/30/2024

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

Signed:



Date: 5/20/2024

(ATTACH COPY OF LICENSE)

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Your License Pocket Card

See your pocket-sized license card below.

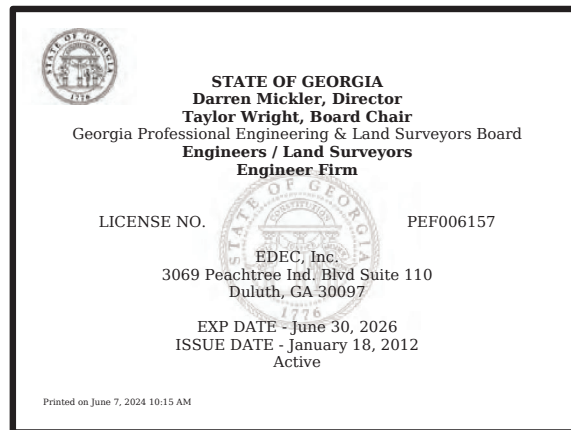
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please request a demographic change through the portal if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the [Licensing Portal](https://gapelsb.evokeplatform.com/app/licensingPortal) at gapelsb.evokeplatform.com/app/licensingPortal

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

Georgia Professional Engineers & Land Surveyors Board

237 Coliseum Drive
Macon-Bibb County, GA 31217
Phone: (470) 355-4505
Email: pels@sos.ga.gov



FORM D: EDWARDS-PITMAN ENVIRONMENTAL, INC.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Edwards-Pitman Environmental, Inc.

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


Professional License Type: Business License

Professional License Number: 45140

Expiration Date of License: 12/31/2024

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: 6/6/2024

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NOT TRANSFERABLE

TYPE GENERAL



229426

FORM D: ENGINEERED SYSTEMS & SERVICES, LLC

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Engineered Systems & Services, LLC

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

Professional License Type: Engineering

Professional License Number: PEF005372

Expiration Date of License: 06/30/2024

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

Signed: 

Jonathan Rucker, President

Date: 6/6/24

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Engineering Services for
Department of Public Works

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

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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

Engineered Systems & Services, LLC
 2950 Horizon Park Drive
 Suite B
 Suwanee GA 30024



FORM D: PROJECT COST SOLUTIONS INC. (PCS)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name:

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant 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: June 12, 2024

(ATTACH COPY OF LICENSE)

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FORM D: SFA AND ASSOCIATES, LLC

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: SFA and ASSOCIATES, LLC

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

Professional License Type: ENGINEERING FIRM

Professional License Number: PEF004801

Expiration Date of License: 06/30/2024

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

Signed: [Signature]


Date: 20th May 2024

(ATTACH COPY OF LICENSE)

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Department of Public Works

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FORM D: SFA AND ASSOCIATES, LLC

	STATE OF GEORGIA
	BRAD RAFFENSPERGER, Secretary of State
	State Board of Registration for Professional Engineers and Land Surveyors
LICENSE NO.	PEF004801
	SFA & Associates, LLC
	Basil Smith
	502 Wynbrooke Parkway
	Stone Mountain GA 30087
	Engineer Firm
	EXP DATE - 06/30/2024 Status: Active
	Issue Date: 02/10/2006

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Steele Program Managers, LLC.

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

Professional License Type: N/A

Professional License Number: N/A

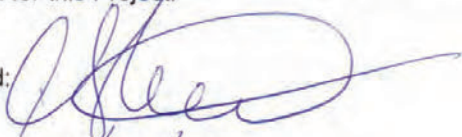
Expiration Date of License: N/A

**** Steele Program Managers, LLC. is not required to have a Georgia Professional License Certification.

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:


6/24/24

(ATTACH COPY OF LICENSE)

N/A

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FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Cheryl Worthy Pickett

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

Professional License Type: GA Certified General Appraiser

Professional License Number: 21109

Expiration Date of License: January 31, 2025

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

Signed: *Cheryl Worthy Pickett*

Date: 6/7/2024

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STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

CHERYL WORTHY-PICKETT
211009

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
KEITH STONE
WILLIAM A. MURRAY

1245017606164431

WORTHY-PICKETT, CHERYL
3939 LAVISTA ROAD SUITE E
BOX 352
TUCKER, GA 30084

CHERYL WORTHY-PICKETT

211009
Status ACTIVE

END OF RENEWAL
01/31/2025

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1245017606164431

CHERYL WORTHY-PICKETT

211009
Status ACTIVE

END OF RENEWAL
01/31/2025

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1245017606164431

FORM E: PRIME ENGINEERING INCORPORATED

**STATE OF GEORGIA
COUNTY OF FULTON**

form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

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

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

Prime Engineering, Incorporated

(BUSINESS NAME)

3715 Northside Parkway NW, Building 300, Suite 200 Atlanta, Georgia 30327

(FULTON COUNTY BUSINESS ADDRESS)

Vice President

(OFFICIAL TITLE OF AFFIANT)

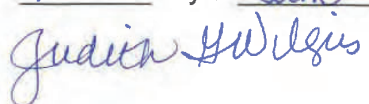
Robert MacPherson, PE

(NAME OF AFFIANT)



(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 20th day of June, 2024


24RFP032724K-JA, Standby
Engineering Services for
Department of Public Works

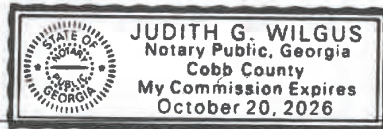
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FORM E: PRIME ENGINEERING INCORPORATED

Judith G. Wilgus
(Notary Public)

(Seal)

Commission Expires: _____



(Date)

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Engineering Services for
Department of Public Works

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EXHIBIT G
OFFICE OF CONTRACT COMPLIANCE
FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Robert MacPherson, PE),
Name

Vice President

Prime Engineering, Incorporated

Title

Company Name

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

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

NAME: Robert MacPherson, PE TITLE: Vice President

SIGNATURE: 

ADDRESS: 3715 Northside Parkway NW, Building300, Suite 200 Atlanta, Georgia 30327

PHONE NUMBER: (404) 425-7124 EMAIL: rmacpherson@prime-eng.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Prime Engineering, Incorporated

ITB/RFP Name & Number: 24RFP032724K-JA 2024 Standby Engineering Services

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

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
\$ _____ Or 73.5% %

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

JV Partner(s) information:

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

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

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%) 26.5%

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

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

Signature: Robert R. Macpherson **Title:** Vice President

Business or Corporate Name: Prime Engineering, Incorporated

Address: 3715 Northside Parkway NW, Building 300, Suite 200 Atlanta, Georgia 30327

Telephone: (404) 425 - 7124

Fax Number: (404) 425 - 7101

Email Address: rmacpherson@prime-eng.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

UTILIZATION REPORT – Post Award

all

N/A

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

[illegible]

Exhibit C, these are people we reached contact prior to deciding the subs we used.

EXHIBIT C
FORM SUBCONTRACTOR

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

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
MATERIALS MANAGERS AND ENGINEERS, INC., DBA 2MNEXT	3715 Northside Pkwy Bldg 300 Suite 200 Atlanta, GA 30327	Ali Razavi	arazavi@2mnext.com	404.640.8222	Geotechnical	Fulton Co.	On Team
Blue Cypress Consulting, LLC	315 W Ponce de Leon Avenue, Suite 905 Decatur, GA 30030	Caroline Evans	caroline.evans@bluecypress-consulti	404-824-7607	Asset/CMMS/Engagement	Fulton Co.	On Team
EDEC, Inc	4120 Chattahoochee Trace, Suite A Duluth, Georgia 30097	Alec Zaychik	alecz@edecinc.com	770-493-8685	Electrical/Instrumental	N/A	On Team
Edwards-Pitman Environmental, Inc.	2700 Cumberland Parkway, Suite 300 Atlanta, Georgia 30339	Alex Ottley	aottley@edwards-pitman.com	770-333-9484	Environmental	N/A	On Team
Engineered Systems & Services, LLC	2950 Horizon Park Drive Suite B Suwanee, GA 30024	Mary Hill	mhill@essengineers.com	770-810-5700	Odor Control/Mech/Plumbing	Fulton Co.	On Team
Project Cost Solutions Inc. (PCS)	125 East Trinity Place Suite 212 Decatur, GA 30030	Lee Thomas	lee.thomas@usa-pcs.com	404.478.7140	Estimation	Fulton Co.	On Team
SFA and Associates, LLC	502 Wynbrooke Parkway Stone Mountain, GA 30087	Basil Smith	bsmith@sfaengineers.com	678-457-8374	Structural.	Fulton Co.	On Team.
Steele Program Managers, LLC	6000 E. Gate CT. Stone Mountain, GA 30087	Jacqui Steel	jsteele@steelepm.com	770-465-5397	Construction Management	Fulton Co.	On Team
WP Consulting, Inc.	3939 Lavista Road Suite E Box 352 Atlanta, Georgia 30084	Cheryl Worthy-Pickett	cwpickett@wpcbiz.com	404-376-4718	Easement	N/A	On Team
(R2T) River to Tap	580 W. CROSSVILLE ROAD, SUITE #101	Kimberly Ajy	kim.ajy@r2tinc.com	678-852-5559	Environmental		Declined

EXHIBIT C
FORM SUBCONTRACTOR

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: Prime Engineering, Incorporated

Project # & Title: 24RFP032724K-JA 2024 Standby Engineering Services

Printed Signature: Robert R. Murphy

Date: 6/20/2024

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2024

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 MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A:</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER B:</td><td>Nutmeg Insurance Company</td><td>39608</td></tr><tr><td>INSURER C:</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER D:</td><td>Allied World Surplus Lines Insurance Company</td><td>24319</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER A:	Hartford Underwriters Insurance Company	30104	INSURER B:	Nutmeg Insurance Company	39608	INSURER C:	Hartford Casualty Insurance Company	29424	INSURER D:	Allied World Surplus Lines Insurance Company	24319	INSURER E:			INSURER F:		
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INSURER C:	Hartford Casualty Insurance Company	29424																	
INSURER D:	Allied World Surplus Lines Insurance Company	24319																	
INSURER E:																			
INSURER F:																			
INSURED Prime Engineering, Inc. 3715 Northside Pkwy NW Atlanta, GA 30327-2886																			

COVERAGES CERTIFICATE NUMBER: NYC - 012073833-01 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CENTRAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			84 SBW AU3X06	10/06/2023	10/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			84 UEG EK8182	10/06/2023	10/06/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coil Deductible \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84 SBW AU3X06	10/06/2023	10/06/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y / N <input checked="" type="checkbox"/> N	N / A	84 WEG AU3C12	10/06/2023	10/06/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability / E&O			0313-5660	10/06/2023	10/06/2024	Each Claim 5,000,000 Aggregate 10,000,000

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

The certificate holder is included as an additional insured.

CERTIFICATE HOLDER Fulton County Government Attn: Purchasing and Contract Compliance Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303-3459	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 Marsh USA LLC
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2024

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 RSC Insurance Brokerage, Inc. 750 Third Ave 15th Floor New York NY 10017	CONTACT NAME: Steve Brown PHONE (A/C, No, Ext): (678) 690-5996 FAX (A/C, No): E-MAIL ADDRESS: sbrown@risk-strategies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company A+</td> <td>30104</td> </tr> <tr> <td>INSURER B: Nutmeg Insurance Company a Hartford Company A+</td> <td>39608</td> </tr> <tr> <td>INSURER C: Allied World Surplus Lines Insurance Company A XV</td> <td>24319</td> </tr> <tr> <td>INSURER D: Hartford Casualty Insurance Company A+</td> <td>29424</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance Company A+	30104	INSURER B: Nutmeg Insurance Company a Hartford Company A+	39608	INSURER C: Allied World Surplus Lines Insurance Company A XV	24319	INSURER D: Hartford Casualty Insurance Company A+	29424	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Allied World Surplus Lines Insurance Company A XV	24319														
INSURER D: Hartford Casualty Insurance Company A+	29424														
INSURER E:															
INSURER F:															
INSURED Prime ABA LP/ Prime Engineering Inc. 200 Corporate Center Drive Suite 240 Coraopolis PA 15108															

COVERAGES**CERTIFICATE NUMBER:** CL2310486244**REVISION NUMBER:**

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

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

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

Fulton County Government, Its Officials, Officers and Employees are shown as additional insured on the General Liability, Auto Liability, and Umbrella Liability policies as required by written contract subject to policy terms, conditions, and exclusions. A Waiver of Subrogation applies on the General Liability, Auto Liability, Umbrella Liability, and Worker's Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Attn: Purchasing and Contract
Compliance Department
130 Peachtree St, S.W.
Atlanta GA 30303

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations for the additional insured(s); or
 - (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;
 - (2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
 - (3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
 - (4) Monitoring, sampling, or testing service necessary to perform any of the services included in (1), (2) or (3) above;
 - (5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in (1), (2) or (3) above;
- c. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- d. The insurance afforded to these additional insureds only applies to the extent permitted by law.



Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	\$1,000,000
	General Aggregate Limit	\$4,000,000
	Liability and Medical Expenses Limit	\$2,000,000
	Medical Expenses Limit	\$10,000
	Personal and Advertising Injury Limit	\$2,000,000
	Products-Completed Operations Aggregate Limit	\$4,000,000
	Property Damage Liability Deductible	No Deductible
ADDITIONAL BUSINESS LIABILITY COVERAGES		
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	Included See schedule below
SL 30 18 10 18	AMENDMENT - AGGREGATE LIMITS (PER PROJECT)	Included
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included ¹
SL 51 71 10 18	EMPLOYEE BENEFITS LIABILITY - OCCURRENCE	
	Aggregate Limit	\$4,000,000
	Each Claim Limit	\$2,000,000
SL 30 63 12 21	FLEXIBLE BLANKET ADDITIONAL INSURED	Included ¹
SL 30 49 12 19	LIABILITY WORLDWIDE COVERAGE	Included ¹
SL 30 37 10 18	PER LOCATION GENERAL AGGREGATE	Included
SL 30 22 10 18	TENANT'S LEGAL LIABILITY COVERAGE	\$1,000,000
SL 30 03 10 18	WAIVER OF SUBROGATION	See schedule below

¹Included in Business Liability Limit(s)

BUSINESS LIABILITY SCHEDULES			
Form Number	Form Name	Description	Additional Details
SL 30 03 10 18	WAIVER OF SUBROGATION	N/A	N/A
		N/A	N/A
		Unified Government of Athens - Clark County	Location: 375 Satula Ave, Athens, GA

ADDITIONAL INSURED SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	HITT CONTRACTING, INC. 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	N/A



Declarations: Business Liability Coverage Part

CONTINUED

ADDITIONAL INSURED SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
		Munequita Interests, LLC 14139 Huffmeister Rd, CYPRESS, TX 77429	N/A
		Clayton County, Georgia and any other party required by written contract or agreement per the Business Liability Coverage Form SL3048. 7994 N MCDONOUGH ST, JONESBORO, GA 30236-2437	N/A
		Unified Government of Athens - Clark County 375 SATULA AVE, ATHENS, GA 30601-1731	N/A

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	Form Name
SL 20 75 10 18	ABSOLUTE POLLUTION EXCLUSION FOR GEOTECHNICAL ENGINEERING SERVICES
SL 30 29 10 18	ADDITIONAL INSURED EXCLUSION
SL 20 64 10 18	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 80 00 10 18	ACEC CHANGES - LIABILITY
SL 90 13 10 18	NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)
SL 90 07 10 18	NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER
SL 01 42 10 18	TEXAS CHANGES - BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE PREMIUM:

* Price is subject to fees and surcharges. For more details, refer to Page 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a.** Any person or organization shown in the Declarations, or
- b.** Any person or organization with whom you have a contract that requires such waiver.



Policy Change: Business Owner's Policy

The schedule associated with Waiver of Subrogation has been revised and modifies your Liability coverage.

Person or Organization:	Address:
Unified Government of Athens - Clark County Waiver Name Overflow	375 Satula Ave, Athens, GA
Person or Organization Waiver Name Overflow	Address
Clayton County and any other party required by written contract or agreement	7994 N MCDONOUGH ST JONESBORO, GA 30236.

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Policy is amended to delete the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	Liability

Premium associated with this Policy Change has pro rata factor 0.926.

Policy#: 84UEGEK8182

COMMERCIAL AUTOMOBILE
HA 99 16 12 21**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE BROAD FORM
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED**Paragraph .1. - WHO IS AN INSURED - of
Section II - Liability Coverage is amended to
add the following:****d. Subsidiaries and Newly Acquired or
Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
- The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, 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 the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, 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 the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

Policy Number: 84SBWAU3X06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FLEXIBLE BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR WRITTEN PERMIT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph 2. of SECTION C., WHO IS AN INSURED

Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement Or Permit

- a. Any person(s) or organization(s) are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person(s) or organization(s) be added as an additional insured on your Supplemental Policy.

However, no such person(s) or organization(s) is an additional insured under this endorsement if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Supplemental Policy.

The insurance afforded to any additional insured under this endorsement applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the "policy period";
- (2) Subsequent to the execution of the written contract, written agreement, or issuance of the written permit;
- (3) Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance be provided to the additional insured;
- (4) Only to the extent permitted by law; and
- (5) Will not be broader than that which the contract, agreement or permit requires.

- b. Any coverage provided by Paragraph a. above applies:

- (1) Only to the extent of the coverage provided by the "underlying insurance" through Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement Or Written Permit and in no event shall this Supplemental Policy coverage apply to any claim or "suit" not covered by the "underlying insurance";
- (2) Only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Extension Schedule of Underlying Insurance; and
- (3) Only to the extent that any claim or "suit" is otherwise covered by the terms and conditions of this Supplemental Policy.

B. Paragraph 6. of Section D., LIMITS OF INSURANCE is deleted and replaced by the following:

How Limits Apply To Additional Insureds

- a. If you have agreed in a written contract, written agreement or written permit issued by a state or political subdivision that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:

- (1) The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
- (2) The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.

- b. Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

All other terms and conditions in the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: 84 WEG AU3C12

Endorsement Number:

Effective Date: 10/06/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Prime ABA LP

3715 NORTHSIDE PKWY NW

ATLANTA GA 30327

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas Operations
3. Premium:
 The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 84 WEG AU3C12

Endorsement Number:

Effective Date: 10/06/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Prime ABA LP

3715 NORTHSIDE PKWY NW
ATLANTA GA 30327

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 84 WEG AU3C12

Endorsement Number:

Effective Date: 10/06/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Prime ABA LP

3715 NORTHSIDE PKWY NW
ATLANTA GA 30327

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph 2. of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep

an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

7. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

SECTION III

8. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

GA, OK, VA, SC, KY

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2024

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 MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Insurance Company	
		INSURER B: Nutmeg Insurance Company	
		INSURER C: Hartford Casualty Insurance Company	
		INSURER D: Allied World Surplus Lines Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: NYC - 012073833-01 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84 SBW AU3X06	10/06/2023	10/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			84 UEG EK8182	10/06/2023	10/06/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Deductible \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84 SBW AU3X06	10/06/2023	10/06/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	84 WEG AU3C12	10/06/2023	10/06/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability / E&O			0313-5660	10/06/2023	10/06/2024	Each Claim 5,000,000 Aggregate 10,000,000

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

The certificate holder is included as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Attn: Purchasing and Contract Compliance Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2024

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 RSC Insurance Brokerage, Inc. 750 Third Ave 15th Floor New York NY 10017	CONTACT NAME: Steve Brown PHONE (A/C, No, Ext): (678) 690-5996 E-MAIL ADDRESS: sbrown@risk-strategies.com FAX (A/C, No): <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company A+</td> <td>30104</td> </tr> <tr> <td>INSURER B: Nutmeg Insurance Company a Hartford Company A+</td> <td>39608</td> </tr> <tr> <td>INSURER C: Allied World Surplus Lines Insurance Company A XV</td> <td>24319</td> </tr> <tr> <td>INSURER D: Hartford Casualty Insurance Company A+</td> <td>29424</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance Company A+	30104	INSURER B: Nutmeg Insurance Company a Hartford Company A+	39608	INSURER C: Allied World Surplus Lines Insurance Company A XV	24319	INSURER D: Hartford Casualty Insurance Company A+	29424	INSURER E:		INSURER F:	
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INSURER D: Hartford Casualty Insurance Company A+	29424														
INSURER E:															
INSURER F:															
INSURED Prime ABA LP/ Prime Engineering Inc. 200 Corporate Center Drive Suite 240 Coraopolis PA 15108															

COVERAGES**CERTIFICATE NUMBER:** CL2310486244**REVISION NUMBER:**

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

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

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

Fulton County Government, Its Officials, Officers and Employees are shown as additional insured on the General Liability, Auto Liability, and Umbrella Liability policies as required by written contract subject to policy terms, conditions, and exclusions. A Waiver of Subrogation applies on the General Liability, Auto Liability, Umbrella Liability, and Worker's Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Attn: Purchasing and Contract
Compliance Department
130 Peachtree St, S.W.
Atlanta GA 30303

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations for the additional insured(s); or
 - (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;
 - (2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
 - (3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
 - (4) Monitoring, sampling, or testing service necessary to perform any of the services included in (1), (2) or (3) above;
 - (5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in (1), (2) or (3) above;
- c. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- d. The insurance afforded to these additional insureds only applies to the extent permitted by law.



Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	\$1,000,000
	General Aggregate Limit	\$4,000,000
	Liability and Medical Expenses Limit	\$2,000,000
	Medical Expenses Limit	\$10,000
	Personal and Advertising Injury Limit	\$2,000,000
	Products-Completed Operations Aggregate Limit	\$4,000,000
	Property Damage Liability Deductible	No Deductible
ADDITIONAL BUSINESS LIABILITY COVERAGES		
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	Included See schedule below
SL 30 18 10 18	AMENDMENT - AGGREGATE LIMITS (PER PROJECT)	Included
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included ¹
SL 51 71 10 18	EMPLOYEE BENEFITS LIABILITY - OCCURRENCE	
	Aggregate Limit	\$4,000,000
	Each Claim Limit	\$2,000,000
SL 30 63 12 21	FLEXIBLE BLANKET ADDITIONAL INSURED	Included ¹
SL 30 49 12 19	LIABILITY WORLDWIDE COVERAGE	Included ¹
SL 30 37 10 18	PER LOCATION GENERAL AGGREGATE	Included
SL 30 22 10 18	TENANT'S LEGAL LIABILITY COVERAGE	\$1,000,000
SL 30 03 10 18	WAIVER OF SUBROGATION	See schedule below

¹Included in Business Liability Limit(s)

BUSINESS LIABILITY SCHEDULES			
Form Number	Form Name	Description	Additional Details
SL 30 03 10 18	WAIVER OF SUBROGATION	N/A	N/A
		N/A	N/A
		Unified Government of Athens - Clark County	Location: 375 Satula Ave, Athens, GA

ADDITIONAL INSURED SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	HITT CONTRACTING, INC. 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	N/A



Declarations: Business Liability Coverage Part

CONTINUED

ADDITIONAL INSURED SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
		Munequita Interests, LLC 14139 Huffmeister Rd, CYPRESS, TX 77429	N/A
		Clayton County, Georgia and any other party required by written contract or agreement per the Business Liability Coverage Form SL3048. 7994 N MCDONOUGH ST, JONESBORO, GA 30236-2437	N/A
		Unified Government of Athens - Clark County 375 SATULA AVE, ATHENS, GA 30601-1731	N/A

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	Form Name
SL 20 75 10 18	ABSOLUTE POLLUTION EXCLUSION FOR GEOTECHNICAL ENGINEERING SERVICES
SL 30 29 10 18	ADDITIONAL INSURED EXCLUSION
SL 20 64 10 18	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 80 00 10 18	ACEC CHANGES - LIABILITY
SL 90 13 10 18	NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)
SL 90 07 10 18	NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER
SL 01 42 10 18	TEXAS CHANGES - BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE PREMIUM:



* Price is subject to fees and surcharges. For more details, refer to Page 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a.** Any person or organization shown in the Declarations, or
- b.** Any person or organization with whom you have a contract that requires such waiver.



Policy Change: Business Owner's Policy

The schedule associated with Waiver of Subrogation has been revised and modifies your Liability coverage.

Person or Organization:	Address:
Unified Government of Athens - Clark County Waiver Name Overflow	375 Satula Ave, Athens, GA
Person or Organization Waiver Name Overflow	Address
Clayton County and any other party required by written contract or agreement	7994 N MCDONOUGH ST JONESBORO, GA 30236.

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Policy is amended to delete the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	Liability

Premium associated with this Policy Change has pro rata factor 0.926.

Policy#: 84UEGEK8182

COMMERCIAL AUTOMOBILE
HA 99 16 12 21**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE BROAD FORM
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED**Paragraph .1. - WHO IS AN INSURED - of
Section II - Liability Coverage is amended to
add the following:****d. Subsidiaries and Newly Acquired or
Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, 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 the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, 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 the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

Policy Number: 84SBWAU3X06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FLEXIBLE BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR WRITTEN PERMIT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph 2. of SECTION C., WHO IS AN INSURED

Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement Or Permit

- a. Any person(s) or organization(s) are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person(s) or organization(s) be added as an additional insured on your Supplemental Policy.

However, no such person(s) or organization(s) is an additional insured under this endorsement if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Supplemental Policy.

The insurance afforded to any additional insured under this endorsement applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the "policy period";
 - (2) Subsequent to the execution of the written contract, written agreement, or issuance of the written permit;
 - (3) Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance be provided to the additional insured;
 - (4) Only to the extent permitted by law; and
 - (5) Will not be broader than that which the contract, agreement or permit requires.
- b. Any coverage provided by Paragraph a. above applies:
- (1) Only to the extent of the coverage provided by the "underlying insurance" through Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement Or Written Permit and in no event shall this Supplemental Policy coverage apply to any claim or "suit" not covered by the "underlying insurance";
 - (2) Only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Extension Schedule of Underlying Insurance; and
 - (3) Only to the extent that any claim or "suit" is otherwise covered by the terms and conditions of this Supplemental Policy.

B. Paragraph 6. of Section D., LIMITS OF INSURANCE is deleted and replaced by the following:

How Limits Apply To Additional Insureds

- a. If you have agreed in a written contract, written agreement or written permit issued by a state or political subdivision that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:
- (1) The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
 - (2) The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.
- b. Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

All other terms and conditions in the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: 84 WEG AU3C12

Endorsement Number:

Effective Date: 10/06/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Prime ABA LP

3715 NORTHSIDE PKWY NW

ATLANTA GA 30327

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas Operations
3. Premium:
 The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 84 WEG AU3C12

Endorsement Number:

Effective Date: 10/06/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Prime ABA LP

3715 NORTHSIDE PKWY NW
ATLANTA GA 30327

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 84 WEG AU3C12

Endorsement Number:

Effective Date: 10/06/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Prime ABA LP

3715 NORTHSIDE PKWY NW
ATLANTA GA 30327

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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PART - THREE		2
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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph 2. of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep

an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

7. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

SECTION III

8. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

GA, OK, VA, SC, KY

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

Countersigned by _____
Authorized Representative


Certificate Of Completion

Envelope Id: 9C375F7D707446CCA9F19BD4A959EAB7		Status: Completed
Subject: Sign 24RFP032724K-JA, Engineering On-Call Services for Public Works BOC Date 9-4-24 24-0573 +PRIME		
Parcel ID:		
Source Envelope:		
Document Pages: 160	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 0	Janett L. Adams
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		janett.adams@fultoncountyga.gov
		IP Address: 74.174.59.4

Record Tracking

Status: Original	Holder: Janett L. Adams	Location: DocuSign
9/18/2024 2:46:36 PM	janett.adams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events

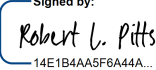
Signer Events	Signature	Timestamp
Patrick O'Connor	<div>DocuSigned by:  68048F0EDCEC451...</div>	Sent: 9/18/2024 3:00:48 PM
patrick.oconnor@fultoncountyga.gov		Resent: 9/19/2024 9:59:39 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Viewed: 9/19/2024 10:01:31 AM
	Using IP Address: 75.58.45.186	Signed: 9/19/2024 10:30:33 AM

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ID: 378aa2ed-0902-427e-a8b3-4309a67d2025

Nikki Peterson	Completed	Sent: 9/19/2024 10:30:39 AM
nikki.peterson@fultoncountyga.gov		Viewed: 9/19/2024 1:03:14 PM
Chief Deputy Clerk to the Board of Commissioners	Using IP Address: 68.208.197.4	Signed: 9/19/2024 1:05:27 PM
Fulton County Government		

Security Level: Email, Account Authentication (None)

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Robert L. Pitts	<div>Signed by:  14E1B4AA5F6A44A...</div>	Sent: 9/19/2024 1:05:32 PM
harriet.thomas@fultoncountyga.gov		Viewed: 9/19/2024 3:32:59 PM
Chairman	Signature Adoption: Pre-selected Style	Signed: 9/19/2024 3:41:00 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 68.208.197.4	

Electronic Record and Signature Disclosure:
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ID: fb9d5359-c27e-490b-bf2b-9c4a824bec8f

Signer Events	Signature	Timestamp
<p>Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4</p>	<p>DocuSigned by: <i>Tonya R. Grier</i> EEC476C4837648D...</p> <p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.22 Signed using mobile</p>	<p>Sent: 9/19/2024 3:41:06 PM Viewed: 9/19/2024 3:45:13 PM Signed: 9/19/2024 3:45:32 PM</p>
<p>Janett L. Adams janett.adams@fultoncountyga.gov Assistant Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 162.234.206.85</p>	<p>Sent: 9/19/2024 3:45:38 PM Viewed: 9/19/2024 3:53:07 PM Signed: 9/19/2024 3:53:39 PM</p>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 9/19/2024 3:53:45 PM Viewed: 9/20/2024 10:12:12 AM</p>
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2024 3:00:48 PM
Certified Delivered	Security Checked	9/19/2024 3:53:07 PM
Signing Complete	Security Checked	9/19/2024 3:53:39 PM
Completed	Security Checked	9/19/2024 3:53:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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