



CONTRACT DOCUMENTS FOR

**17RFP021017K-EC**

**GEOTECHNICAL, MATERIALS TESTING AND  
SPECIAL INSPECTION SERVICES FOR THE  
RENOVATION OF TWENTY-TWO (22) LIBRARIES**

For

**ATLANTA FULTON PUBLIC LIBRARY SYSTEM**

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## *APPENDIX 1*

### PHASE II PROJECT COST ESTIMATES

## CONTRACT AGREEMENT

Consultant: Oasis Construction Services, Inc. d/b/a Oasis Consulting Services

Contract No.: #17RFP021017K-EC, Geotechnical, Materials Testing and Special Inspection Services for the Renovation of Twenty-Two Libraries

Address: 45 Woodstock Street  
City, State Roswell, GA 30075

Telephone: 678-739-2400

Email: [ldini@oasis-cs.com](mailto:ldini@oasis-cs.com)

Contact: Louis A. Dini, Jr., P.E.  
Senior Vice President

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Oasis Construction Services, Inc. d/b/a Oasis Consulting Services**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Atlanta Fulton Public Library System hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform professional and field services for the renovation of twenty-two (22) libraries belonging to the Atlanta Fulton Public Library System ("AFPLS"). These twenty-Two (22) libraries are part of the AFPLS's Capital Improvement Program ("CIP"), Phase II., 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
- XI. Appendix 1: Phase II Project Cost Estimates

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 June, 21, 2017 #17-0527

## 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.

Fulton Public Library System ("AFPLS"). These twenty-Two (22) libraries are part of the AFPLS's Capital Improvement Program ("CIP"), Phase II. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. SCOPE OF WORK

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

#### ARTICLE 5. DELIVERABLES

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

#### ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

#### ARTICLE 7. MODIFICATIONS

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

#### ARTICLE 8. SCHEDULE OF WORK

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

#### ARTICLE 9. CONTRACT TERM

The initial term of the contract shall be for three (3) years or until Contract Completion as determined by the County. The Contract will commence as of the date the Notice to Proceed ("NTP") is issued by the County.

#### 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 **\$1,397,966.83 (One Million, Three Hundred Ninety Seven Thousand, Nine Hundred Sixty Six Dollars and Eighty Three Cents)**, which is full payment for a complete scope of work.

#### ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

## ARTICLE 12. SUSPENSION OF WORK

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

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

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

## ARTICLE 13. DISPUTES

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

## ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof,

with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

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

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

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



#### ARTICLE 16. WAIVER OF BREACH

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

#### ARTICLE 17. INDEPENDENT CONSULTANT

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

#### ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

#### ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

#### ARTICLE 20. ACCURACY OF WORK

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

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

#### ARTICLE 21. REVIEW OF WORK

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

#### ARTICLE 22. INDEMNIFICATION

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

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

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

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

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

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

**22.4 Separate Counsel.**



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

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

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

## ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public.

Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

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

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

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

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

## ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

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

## ARTICLE 26. INSURANCE

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

## ARTICLE 27. PROHIBITED INTEREST

### Section 27.01 Conflict of interest:

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

### Section 27.02 Interest of Public Officials:

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

## ARTICLE 28. SUBCONTRACTING

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

## ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment

or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

#### ARTICLE 30. ANTI-KICKBACK CLAUSE

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

#### ARTICLE 31. AUDITS AND INSPECTORS

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

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

#### ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles.

Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 33. VERBAL AGREEMENT

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

#### ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

Central Library  
Assistant Director, Building Engineering/Library Projects  
One Margaret Mitchell Square, 6th Floor  
Atlanta, Georgia 30303  
Telephone: 404-730-1822  
Email: [Alfred.Collins@fultoncountyga.gov](mailto:Alfred.Collins@fultoncountyga.gov)  
Attention: Alfred Collins

**With a copy to:**

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

Notices to Consultant shall be addressed as follows:

Oasis Construction Services, Inc. d/b/a Oasis Consulting Services  
45 Woodstock Street  
Roswell, GA 30075  
Telephone: 678-739-2400  
Email: [ldini@oasis-cs.com](mailto:ldini@oasis-cs.com)  
Attention: Louis A. Dini, Jr., P.E., Senior Vice President



#### 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](mailto: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

*JH H.E.*

John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

*Tonya R. Griffin*

Interim Clerk to the Commission (Seal)



APPROVED AS TO FORM:

*Patricia Parks*

Office of the County Attorney

APPROVED AS TO CONTENT:

*Gabriel Morley*

Gabriel Morley, Director  
Atlanta Fulton Public Library System

CONSULTANT:

OASIS CONSTRUCTION  
SERVICES, INC. D/B/A OASIS  
CONSULTING SERVICES

*Louis A. Dini, Jr.*

Louis A. Dini, Jr., P.E.  
Senior Vice President

ATTEST:

*C. A. [Signature]*

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ITEM # 17-0527 RCS 06/21/2017  
RECESS MEETING

# ADDENDA

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

The undersigned Proponent acknowledges receipt of this Addendum by returning one (1) copy of this form with the proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time Monday, April 17, 2017 at 11:00 a.m.

This is to acknowledge receipt of Addendum No. 1, 16<sup>th</sup> day of April, 2017.

Oasis Construction Services, Inc. d/b/a Oasis Consulting Services  
Legal Name of Proponent

  
Signature of Authorized Representative

Louis A. Dini, Jr.  
Senior Vice President  
Title

**EXHIBIT A**

**GENERAL CONDITIONS**

## GENERAL REQUIREMENTS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Consultant must assume full responsibility for delivery of all goods and services proposed.
4. The Consultant must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) day notice by the County of such defect, damage or deficiency.
5. The Consultant must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The Consultant shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the Consultant, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).



# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

# SCOPE OF WORK

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The Consultant shall

The Consultant shall perform soil boring and analysis services as needed at sites designated by the County. Once the Design/Build firm (D/B) has located the building on site, a Consultant shall perform a site investigation, including but not limited to soil borings. The Consultant shall compile a detailed geotechnical report, based upon their findings and signed by a Georgia licensed professional engineer who has at least five (5) years of experience in the field of geotechnical engineering, and is a full time employee to the Consultant. The professional engineer must hold a valid certificate of authorization with the State of Georgia indicating that they are approved to provide engineering services. The geotechnical report shall be submitted to the County and appropriate CARs within seven calendar days of inspection/testing procedures.

The Consultant shall also provide Materials Testing and Special Inspection services during the construction phase of the library renovations. The Firm must comply with the applicable Section 17 of the International Building Code ("IBC") and all referenced standards contained therein. The Firm must be authorized to operate in the State of Georgia. The Materials Testing laboratory staff must include a full time registered engineer to provide test and review services, and testing equipment must be calibrated at reasonable intervals either by National Institute of Standards and Technology ("NIST") or using an NIST established measurement assurance program, under a laboratory measurement quality assurance program.

Geotechnical, Materials Testing and Special Inspections services shall include at a minimum:

- NPDES tests and Inspections/Monitoring (Level 1B Certification as issued by Georgia Soil and Water Conservation Commission).
- Soil testing and inspections
- Concrete testing and inspections
- Structural steel testing and inspections
- Masonry testing and inspections
- Wood construction inspections
- Pile and pier foundation inspections
- Storefront, curtain wall, and leak testing and inspection
- Sprayed fire-resistant materials inspections
- Mastic and intumescent fire-resistant coatings inspections
- Seismic and/or wind resistance testing and inspections
- Load tests on roof-top anchorage systems

- Special Inspections and tests as determined by the design/build team

#### **Geotechnical Services – Design Phase:**

The Consultant shall perform soil test borings as needed in the library(s) proposed location(s), based on locations and depths proposed by the Design/Builder. A fee proposal for the geotechnical investigation must be submitted to the County and approved in writing prior to commencing any Work. The fee proposal to the County shall include a plan of proposed locations of soil borings, planned depth of borings, total depth of planned borings, assumption taken for foundation system and a cost estimate for services based upon preliminary report and rate sheet.

Once the fee proposal is approved by the County, the Consultant shall proceed based upon the approved plan. The Consultant shall be responsible for all utility locations on site and shall be responsible for damages to existing site utilities if proper precautions were not taken by the Consultant prior to drilling. If soft / loose soils are encountered during borings, the Consultant shall notify the County immediately.

The Consultant shall also obtain groundwater readings at the time of the drilling operation and also 24 hours after drilling operation. The Consultant shall be responsible for backfilling borings with soil cuttings from operation after completion of Work and shall provide a general clean-up of areas impacted by their Work.

The Consultant shall take soil samples; visually classify them in accordance with the Unified Soil Classification System. The test boring records taken at site shall provide penetration resistances, detailed soil descriptions, and groundwater conditions. The Consultant shall also identify significant soil strata and identify weathered rock or auger refusal.

Immediately following the Consultant's field investigation, the Consultant shall commence on compilation of their geotechnical engineering report for the site. The report shall contain evaluation and recommendations regarding site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and any remedial actions required to deal with soft/loose soils.

Specifically included in the Consultants geotechnical engineering report shall be:

- A. **Project Information** – The Consultant understanding of the proposed construction of the library.
- B. **Exploratory Procedures** – Consultant shall describe techniques and methods used during both subsurface investigation and laboratory testing.

- C. **Site and Subsurface Description** – The Consultant shall provide a summary of site conditions, general geologic conditions and detailed reporting on subsurface soil and groundwater.
- D. **Evaluations and Recommendations** – The Consultant shall present recommendations, at a minimum, for the following:
- a. **Groundwater** – recommendations for control of groundwater during construction and also on a permanent basis, if needed.
  - b. **Site Preparation** – Recommendations for any techniques of site preparation and any corrective measures that may be needed.
  - c. **Excavation** - Consultant shall detail anticipated method of excavation necessary to achieve excavation of subsurface materials.
  - d. **Reclaim Excavated Materials as Structural Fill** – Detail suitability to reuse excavated materials on site as structural fill.
  - e. **Structural Fill** – Recommendations to achieve high density structural fill.
  - f. **Earth Slopes** – Provide general recommendations to use for temporary construction and permanent earth slopes.
  - g. **Earth Pressure** – Provide recommendations for the calculation of design earth pressure on foundation/retaining walls including equivalent fluid pressures for design purposes.
  - h. **Foundation Design** – Recommendations for foundation design. Shall include soil bearing pressure and estimates of settlement.
  - i. **Seismic Design** – Include a site class, mapped spectral response accelerations ( $S_s$ ,  $S_1$ ) and design spectral response accelerations ( $SD_s$ ,  $SD_1$ ).
  - j. **Slab on grade** – Recommendations for on-grade slab design.

**Special Inspection Process:**

1. The Design/Builder shall notify the Consultant's Special Inspector(s) when construction is ready for inspection.
2. The Special Inspector(s) shall inspect the construction per the Schedule of Special Inspection Services, as determined by the design/build team, and provide a report detailing the inspection and any deficiencies. The Special Inspector(s) shall issue interim reports to the County, PMT, and Design/Builder as noted in the Statement of Special Inspections.
3. The Special Inspector's Firm shall maintain a deficiency log of all deficiencies noted in reports. The log shall contain at a minimum; date of daily report deficiency found, description of deficiency, type

of inspection (i.e. concrete, steel, wood framing, etc.), and date of report in which deficiency was noted as resolved. Deficiency Log to be updated and distributed to County, Program Manager, and Design/Builder on a weekly basis. Format of deficiency log to be approved by the County.

4. The design/build team shall, as needed, respond to any discrepancies identified by the Special Inspector(s).
5. Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2 of the Building Code must submit Fabricator's Certificate of Compliance at the completion of fabrication.
6. The Design/Builder shall remedy deficient work as construction progresses and prior to final inspection. The Special Inspector(s) shall note all remedied deficiencies noted in earlier reports.
7. The Design/Builder shall submit Fabricator's Certificates of Compliance for approved fabricators.
8. The Special Inspector(s) shall prepare and sign a Final Report of Special Inspections at the completion of the Work.
9. The County shall not issue a Certificate of Substantial Completion until the Final Report of Special Inspections has been issued and approved by the County.

#### **Responsibilities of the Special Inspector:**

The Consultant's Special Inspector shall:

1. Notify the Design/Builder of their presence and responsibilities at the job site.
2. Observe assigned construction. The Special Inspector(s) shall inspect all construction for which they are responsible for conformance with the plans and specifications and shall perform Special Inspections in a timely manner to avoid delay of construction.
3. Report nonconforming items. The Special Inspector(s) shall bring all nonconforming items to the immediate attention of the Design/Builder for correction. If any such item is not resolved at the time of notification to Design/Builder or is about to be incorporated into the construction, the County and PMT shall be notified immediately and the item noted in the Special Inspector's written report. The Special Inspector(s) shall also write a discrepancy report that should contain, at a minimum the following information about each nonconforming item:
  - a. Description and exact location.
  - b. Reference to applicable drawings and specifications.
  - c. Resolution or corrective action taken and the date.
4. Provide timely daily reports. The Special Inspector(s) shall complete written reports for each visit to the site. The Special Inspector(s) shall furnish these reports directly to the PMT, County,

and Design/Builder. These reports shall be in a daily format and will be submitted at the approved frequency. The reports should:

- a. Describe the special inspection and tests made, with locations.
  - b. Indicate nonconforming items and their resolution.
  - c. List unresolved items and parties notified.
  - d. Itemize any changes authorized by the Design/Builder.
5. Provide timely weekly deficiency reports. Please see "Special Inspection Process", item #3 above.
  6. Initial and date the "Date Completed" box in the Schedule of Special Inspection Services as the inspection and testing activities are completed.
  7. Submit final report. The Special Inspector(s) shall submit a signed Final Report of Special Inspections stating that all required special inspection items and testing were fulfilled and reported. Items not in conformance, unresolved items, or any discrepancies should be specifically itemized.

Geotechnical reports shall be prepared separately for each individual location and will be organized along the following outline:

**Introduction:** This will identify the project by location and name. It will also briefly outline the scope of the investigation. Include date report issued.

**Project description:** This will give an overview of the structures, with proposed foundation depths.

**Field exploration and testing:** This will identify the methods and equipment used to bore and test the soils.

**Site conditions:** This will describe the terrain, prior known land use, general area geology, groundwater, fault proximity, seismic conditions and extents, landslides and other concerns such as sink holes or fracturing problems.

**Recommendations:** The various explorations and tests are translated into specific loading criteria, settlements, dewatering requirements, seismic accelerations, footing and pavement recommendations and site coefficients.

**Site observations:** General description of prioritized concerns regarding site condition observed during investigation.

**Maps:** Graphic map with geology and faults and graphic scale included. Site maps with indexed boring log locations shall be included.

**Logs:** The boring logs with soil densities, blow counts, ground water elevations, moisture, soil classifications and sample locations.

**Test results:** Provide sieve analysis, optimum moisture plots, direct shear tests, cone penetrometer, contaminants, and other various tests that are specifically requested.

**Seismic velocities:** When hard rock is expected, the sound speed through rock will be measured as a method to determine how to excavate.

#### **INSPECTIONS OF FABRICATORS, WOOD CONSTRUCTION, IN-SITU LOAD TESTS, SEISMIC SERVICES, AND FIRE-RESISTANT MATERIALS**

All services provided for these groups shall be performed in accordance with Chapter 17 of the 2006 International Building Code, as amended by the State of Georgia, and in accordance with all applicable local, State and Federal laws, standards, and codes.



**EXHIBIT D**

**PROJECT DELIVERABLES**

# PROJECT DELIVERABLES

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No Project Deliverables were required for this Project

# **EXHIBIT E**

## **COMPENSATION**

## COMPENSATION

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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 **\$1,397,966.83**. The detailed costs are provided on the following pages.

## SCHEDULE OF FEES

All rates and prices are to be for fully qualified personnel and testing facilities and include any necessary equipment costs unless listed separately.

<u>Position or Item of Service</u>	<u>Hourly Rate or Price/Unit</u>
<b>A. Professional Personnel Rates</b>	
1. Principals and Chief Engineer/Consultant	\$50.00/hour
2. Senior Engineer/Geologist/Specialist	\$45.00/hour
3. Project Engineer/Geologist/Specialist	\$38.00/hour
4. Staff Engineer/Geologist/Specialist	\$28.00/hour
5. ICC Special Inspector	\$28.00/hour
6. CADD Operator/Drafter	\$20.00/hour
7. Technician	\$22.00/hour
8. Clerical	\$13.00/hour
Average hourly rate ((Sum of Items 1 to 8) ÷ 8) =	\$30.50/hour (A)
Overhead (150% max. audited rate x A) 115% x A =	\$35.08/hour (B)
Profit (10% max. x A) 8% x A =	\$2.44/hour (C)
<b>Average loaded hourly rate (A+B+C)</b>	<b>\$68.02/hour</b>
<u>This sum will be used in the Proposal evaluation</u> ↑ <u>for the Cost Proposal.</u>	

### **B. Unit Prices (required, but not evaluated for RFP selection)**

#### Laboratory Testing-Soil

Standard Proctor ASTM D-698	\$115 each
Modified Proctor ASTM D-1557	\$135 each
In-Situ Density	\$35 each
Soil Plasticity (Atterberg) test	\$80 each
Dry Sample Sieve Analysis	\$55 each
Wash Sieve Analysis	\$75 each

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Hydrometer Analysis	\$110 each
Falling Head Permeability Test	\$200 each
Constant Head Permeability Test	\$180 each
Unconfined Compression Test(s) (ASTM 2166)	\$85 each
Direct Shear (Shear box) Test(s)	\$150 each

Laboratory-Concrete

Compressive Strength testing of Grout Prisms (ASTM C109)	\$13 each
Compressive Strength testing of concrete test cylinders (ASTM C39)	\$13 each

Laboratory-Asphalt

Density testing of cored specimen	\$25 each
Specific gravity of cored specimen	\$50 each

Drilling

Mobilization of Truck Mounted Drill Rig	\$350.00 each
Mobilization of ATV Mounted Drill Rig	\$350.00 each
Standard Test Boring (0'-50')	\$9.25 l.f.
Standard Test Boring (50'-100')	\$9.75 l.f.
Standard Test Boring (100'+ or >50 bpf)	\$10.75 l.f.
Additional Split Spoon Samples	\$20.00 each
Wash Boring W/Std. Pene. (0'-50')	\$11.25 l.f.
Wash Boring W/Std. Pene. (50'-100')	\$11.75 l.f.
Auger Boring (0'-100')	\$6.75 l.f.
Auger Boring (100'+)	\$6.75 l.f.
Rock Coring (0'-50')	\$48.00 l.f.
Rock Coring (50'-100')	\$48.00 l.f.
Rock Core Casing	\$6.50 l.f.



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Rock Core Set-Up Charge	\$125.00 each
Ground Penetrating Radar	\$2,100 day

End of Schedule of Fees

# **EXHIBIT F**

## **PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

Consulting Services

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 services<sup>1</sup> under a contract with [insert name of prime contractor] Oasis Construction Services, Inc. d/b/a Oasis on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup>, 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.

19850  
EEV/Basic Pilot Program\* User Identification Number

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

E-verify number for Insperity PEO Services, LP on  
behalf of Oasis Construction Services

Senior Vice President  
Title of Authorized Officer or Agent of Contractor

Louis A. Dini, Jr.  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13<sup>th</sup> day of April, 2017

Notary Public: [Signature]

County: Cherokee

Commission Expires: 5/5/2020



<sup>1</sup>O.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, 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.

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

---

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

**Instructions:**

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] Oasis Construction Services, Inc. d/b/a Oasis on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

19850  
EEV/Basis Pilot Program\* User Identification Number

BY: Authorized Officer of Agent E-Verify number for Insperity PEO, Services LP  
(Insert Subcontractor Name) on behalf of Oasis Construction Services

Senior Vice President  
Title of Authorized Officer or Agent of Subcontractor

Louis A. Dini, Jr.  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13<sup>th</sup> day of April, 2017

Notary Public: Donna Dini

County: Cherokee

Commission Expires: 5/5/2020



<sup>3</sup>O.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.

<sup>4</sup>[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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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.

*See attached narrative*

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.

*See attached narrative*

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.

*See attached narrative*



## FORM C: ATTACHEMENT

### Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE NARRATIVE

#### Item 1: Offeror's Officers and Directors

##### Claudia Lynn Zibanejadrad, CEO

45 Woodstock Street  
Roswell, GA 30075

Ms. Zibanejadrad is the majority owner (51%) of the company. She is responsible for managing the business aspects of the corporation and has responsible for financial running of the business. She directs and manages the other officers and service line managers.

##### Majid Zibanejadrad, President

45 Woodstock Street  
Roswell, GA 30075

Mr. Zibanejadrad is the other owner (49%) of the company. He is responsible for managing and directing the solid waste services for the company as well as developing business for all service sectors of the business. He is also responsible for international business development.

##### Louis A. Dini, Jr., P.E., Senior Vice President

45 Woodstock Street  
Roswell, GA 30075

Mr. Dini is responsible for managing and directing the geotechnical engineering, materials testing and inspection services for the company. He is responsible for managing the finances for this services line, developing business for this services lines as well as the company, and overseeing the technical aspects of the geotechnical engineering and testing services.

##### Michael Monteleone, P.E., Director of Strategic Business Development

45 Woodstock Street  
Roswell, GA 30075

Mr. Monteleone is responsible for business development for the private and public sector projects. His business development efforts are related to solid waste, environmental remediation, landfill gas and waste to energy and federal projects. He is also a senior project manager for projects that fall within the above listed project types.

##### Glenn Wallace, Vice President, Client Relations

45 Woodstock Street  
Roswell, GA 30075

Mr. Wallace is responsible for leading the overall company business development efforts. He develops business in both the private and public sector. He also develops business and manages projects for our Caribbean operations.

## FORM C: ATTACHEMENT

Robbie Blanton, P.E., Vice President  
45 Woodstock Street  
Roswell, GA 30075

Mr. Blanton is responsible for managing and directing the solid waste division for the company. He is responsible for managing the finances for this services line, developing business for this services lines as well as the company, and overseeing the technical aspects of the solid waste division. This division provides permitting, civil design and construction management for projects.

### **Item 2: Offeror's Business Development for the past five years**

During the past five years Oasis has doubled our company revenue. This increase in business has occurred despite the fact that the economy has been sluggish during that time. We have grown our business in all services sector, which includes geotechnical engineering, materials testing and inspection, all aspects of solid waste, environmental and energy. We have also developed our design build capabilities for the company and are able to execute and bond projects up to \$8 million.

### **Item 3: Offeror's Past Business with Fulton County**

Oasis has not had a business relationship with Fulton County, received revenue from Fulton County or conducted business on Fulton County property during the past 5 years.

---

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 13<sup>th</sup> day of April, 2017  
Oasis Construction Services, Inc. d/b/a  
Oasis Consulting Services  
(Legal Name of Proponent) (Date)

[Signature]  
(Signature of Authorized Representative) (Date)

Senior Vice President  
(Title)

Sworn to and subscribed before me,

This 13 day of April, 2017

[Signature]  
(Notary Public)

Commission Expires 5/5/2020



---

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Oasis Construction Services, Inc.

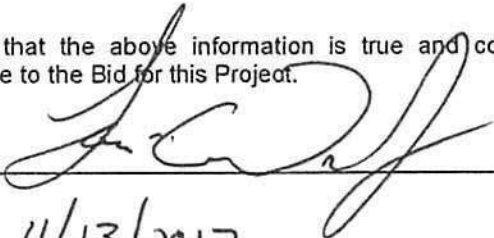
Performing work as: Prime Contractor X Sub-Contractor     

Professional License Type: Engineering

Professional License Number: PEF004963

Expiration Date of License: 06/30/2018

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: 4/13/2017

(ATTACH COPY OF LICENSE)





**STATE OF GEORGIA**  
**Brian P. Kemp, Secretary of State**  
**State Board of Engineers and Land Surveyors**  
**Engineer Firm**

License No. PEF004963

Status: Active

**Oasis Construction Services, Inc.**  
**45 Woodstock Street**  
**Roswell GA 30075**

Expires: 6/30/2018  
Issued: 10/5/2006



Real-time license verification is available at [sos.georgia.gov/PLB](http://sos.georgia.gov/PLB)



**STATE OF GEORGIA**  
**Brian P. Kemp, Secretary of State**  
**State Board of Engineers and Land Surveyors**  
**Engineer Firm**

License No. PEF004963 - Active

**Oasis Construction Services, Inc.**  
**45 Woodstock Street**  
**Roswell GA 30075**

Issued: 10/5/2006  
Expires: 6/30/2018

Real-time license verification is available at [sos.georgia.gov/PLB](http://sos.georgia.gov/PLB)

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 Oasis Construction Services, Inc. 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.

Oasis Construction Services, Inc. (Affix corporate seal here, if a corporation)  
(BUSINESS NAME)

45 Woodstock Street, Roswell, GA 30075  
(FULTON COUNTY BUSINESS ADDRESS)

Senior Vice President  
(OFFICIAL TITLE OF AFFIANT)

Louis A. Dini, Jr.  
(NAME OF AFFIANT)

[Signature]  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this 13 day of April, 2017.

Notary Public: [Signature]

County: Cherokee

Commission Expires: 5/5/2020



**City of Roswell**  
BUSINESS REGISTRATION OFFICE  
38 Hill Street, Suite G-30  
Roswell, GA 30075

Office Phone: 770/594-6235

OASIS CONSULTING SERVICES  
45 WOODSTOCK ST  
STE 210  
ROSWELL, GA 30075

At the bottom of this form is your City of Roswell Occupation Tax Certificate. It is sized so that it will fit in a standard picture frame made for 5 x 7 pictures, should you wish to frame it. While framing it is purely your option, it must be displayed in some manner in a conspicuous place in your business establishment and is not transferable to any other location, business or owner without proper notification to the City of Roswell.

City of Roswell  
BUSINESS REGISTRATION OFFICE  
38 Hill Street, Suite G-30  
Roswell, GA 30075

## OCCUPATION TAX CERTIFICATE

**City of Roswell** 04850  
BUSINESS REGISTRATION OFFICE  
38 Hill Street, Suite G-30  
Roswell GA 30075  
Phone: 770/641-3780

**Mailing Address**  
OASIS CONSULTING SERVICES  
45 WOODSTOCK ST  
STE 210  
ROSWELL, GA 30075

**Business Location**  
45 WOODSTOCK ST STE 210  
ROSWELL, GA 30075

*Marlee Press*  
City Clerk

**Expiration Date:**  
12/31/2017

**Description:**  
ADMIN MGMT AND GEN MGMT CONSLT

**Tax Year:**  
2017

This certificate shall be displayed in a conspicuous place in your business establishment and is not transferable to any other location, business or owner without proper notification to the City of Roswell.

STATE OF GEORGIA

COUNTY OF FULTON

Not Applicable

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF**  
**BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror \_\_\_\_\_ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, 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.

\_\_\_\_\_  
(BUSINESS NAME) (Affix corporate seal here, if a corporation)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF  
STATE  
**BRIAN P. KEMP**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

**OASIS**  
Business Name: **CONSTRUCTION SERVICES, INC.** Control Number: **K701037**  
Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**  
Business Purpose:  
Principal Office **45 Woodstock St.,** Date of Formation /  
Address: **Roswell, GA, 30075** Registration Date: **12/20/1996**  
State of Formation: **Georgia** Last Annual  
Registration Year: **2017**

### REGISTERED AGENT INFORMATION

Registered Agent  
Name: **Patrick J. Gibbs**  
Physical Address: **45 Woodstock Street, Fulton, Roswell, GA, 30075, USA**

### OFFICER INFORMATION

Name	Title	Business Address
C.L. ZIBANEJADRAD	CEO	45 Woodstock ST., ROSWELL, GA, 30075, USA
C.L. ZIBANEJADRAD	CFO	45 Woodstock ST., ROSWELL, GA, 30075, USA
C.L. ZIBANEJADRAD	Secretary	45 Woodstock ST., ROSWELL, GA, 30075, USA

[Back](#)

[Filing History](#) [Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <http://www.sos.ga.gov/>  
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Secretary of State  
Business Information and Services  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9701037  
EFFECTIVE DATE: 12/20/1996  
COUNTY : COBB  
REFERENCE : 0142  
PRINT DATE : 01/10/1997  
FORM NUMBER : 311

STEPHEN F. CARLEY  
1943 HOWELL MILL ROAD, N.W.  
ATLANTA GA 30318-2547

CERTIFICATE OF INCORPORATION

I, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

OASIS CONSTRUCTION SERVICES, INC.  
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Lewis A. Massey*  
LEWIS A. MASSEY  
SECRETARY OF STATE



his duties, of a business opportunity to the Corporation; (b) for acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liabilities set forth in Code Section 14-2-832 Official Code of Georgia; or (d) for any transaction from which the Director receives an improper personal benefit.

VII.

The initial Board of Directors shall consist of four members whose names and addresses are:

Majid Zibanejadrad  
3690 Catalina Drive  
Marietta, GA 30066

Salmon Mohamadnejad  
1109 Etowah Valley Lane  
Woodstock, GA 30189

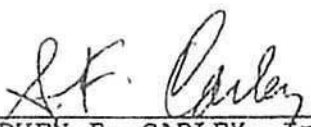
Morteza Astanehasl  
451 Maxanne Way  
Kennesaw, GA 30144

Claudia Lynn Zibanejadrad  
3690 Catalina Drive  
Marietta, GA 30066

VIII.

The Shareholders of the Corporation shall have preemptive rights.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.

  
STEPHEN F. CARLEY, Incorporator  
3201 Lakeridge Drive  
Atlanta, GA 30067

SECRETARY OF STATE  
DEC 20 12 44 PM '96  
BSR (1)

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

#### **OASIS CONSTRUCTION SERVICES, INC.**

##### **a Domestic Profit Corporation**

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

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

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

Docket Number : 14736991  
Date Inc/Auth/Filed : 12/20/1996  
Jurisdiction : Georgia  
Print Date : 06/29/2017  
Form Number : 211



*B. P. Kemp*

Brian P. Kemp  
Secretary of State

\_\_\_\_\_

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#      000000063          I=0000
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0010z 112410/3191412 0000063 0000063 I=00000

City of Roswell  
BUSINESS REGISTRATION OFFICE  
38 Hill Street, Suite G-30  
Roswell, GA 30075

↓ PLEASE FOLD ALONG THIS PERFORATION & DETACH CAREFULLY ↓

← PLEASE FOLD  
ALONG THIS  
PERFORATION  
AFTER  
DETACHING  
TOP PORTION  
DETACH THIS  
PORTION  
CAREFULLY

DMBOS-2L

## **EXHIBIT G**

### **OFFICE OF CONTRACT COMPLIANCE FORMS**

ORIGINAL

#17RFP021017K-EC  
Geotechnical, Materials Testing and Special Inspection Services  
For the Renovation of Twenty-Two (22) Libraries

Section 6

Contract Compliance Requirements

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Louis A. Dini, Jr.),  
Name

Senior Vice President  
Title

Oasis Construction Services, Inc.  
Firm 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: Louis A. Dini, Jr. TITLE: Senior Vice President

SIGNATURE: [Signature]

ADDRESS: 45 Woodstock Street, Roswell, GA 30075

PHONE NUMBER: 678-739-2400 EMAIL: ldini@oasis-cs.com

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Oasis Construction Services, Inc.

ITB/RFP Name & Number: Geotechnical Materials Testing and Special Inspections Services #17 RFPO21017K-EC

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ☒ is not ☐ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):  
\$ \_\_\_\_\_ or 90-95 %

2. This highlighted 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: Not Applicable

Business Name	Business Name	Business Name
% of JV _____	% of JV _____	% of JV _____
Ethnicity _____	Ethnicity _____	Ethnicity _____
Gender _____	Gender _____	Gender _____
Phone# _____	Phone# _____	Phone# _____

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: Gable Drilling, (GDOT OBE)  
ADDRESS: 2460 Pilgrim Mill Road, Cumming, GA 30041

PHONE: 770-889-9515

CONTACT PERSON: Nancy Gable

ETHNIC GROUP\*: WFBE COUNTY CERTIFIED\*\* No

WORK TO BE PERFORMED: Drilling

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: 5-10 %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

**\*Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **\*\*If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)
------------------------------------------------------

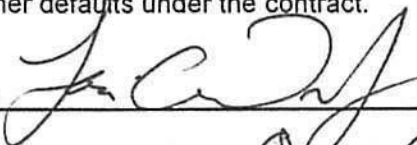


Total Percentage of Subcontractor Value: (%)

5 to 10%

**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 without prior approval of the County, 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.

Signature:



Title:

Senior Vice President

Business or Corporate Name:

Oasis Construction Services, Inc.

Address:

45 Woodstock Street, Roswell, GA 30075

Telephone:

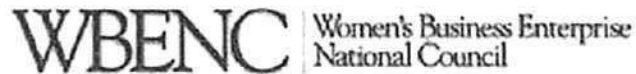
(678) 739-2400

Fax Number:

(770) 552-5550

Email Address:

ldini@oasis-cs.com



hereby grants

# National Women's Business Enterprise Certification

to

Oasis Construction Services, Inc. DBA Oasis Consulting Services

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: November 30, 2011

Expiration Date: November 30, 2017

WBENC National Certification Number: 2005119281

Authorized by Roz Lewis, President & CEO  
Greater Women's Business Council



NAICS 238910, NAICS 541330, NAICS 541350, NAICS 541380, NAICS 541620, NAICS 541690, NAICS 562910, UNSPSC 71122810, UNSPSC 72153900, UNSPSC 77000000, UNSPSC 77101901, UNSPSC 77101902, UNSPSC 81100000, UNSPSC 81101500, UNSPSC 81101514, UNSPSC 81101703





## CITY OF ATLANTA

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

### OFFICE OF CONTRACT COMPLIANCE

Larry Scott  
Director  
[lscott@atlantaga.gov](mailto:lscott@atlantaga.gov)

Kasim Reed  
Mayor

October 26, 2015

Ms. C.L. Zibanejadrad  
Oasis Construction Services, Inc.  
45 Woodstock St.  
Roswell, GA 30075

Dear Ms. Zibanejadrad:

Your firm has been certified as a(n) **Female Business Enterprise (FBE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of two (2) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects. You may apply for recertification as a(n) FBE utilizing a short form application if the short form is filed in the Office of Contract Compliance no later than **July 30, 2017**. Any request for certification following that date must be made utilizing the complete long form application for certification.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area: **Barrow, Bartow, Carroll, Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding and Walton counties**. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

Larry Scott, Director  
Mayor's Office of Contract Compliance

LS/me

Certification #: 2015-450

Supplier ID #: 908349

Phone #: (678) 739-2400

Fax: (770) 552-5550

Business: Engineering, Geotechnical Engineering, Environmental Consulting

## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**



# CERTIFICATE OF LIABILITY INSURANCE

OASIS-1

OP ID: KT

DATE (MM/DD/YYYY)

07/06/2017

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 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).

<b>PRODUCER</b> Prime Insurance Agency, Inc. 1205 HWY 92 South Fayetteville, GA 30215 Prime Insurance Agency, Inc	<b>CONTACT NAME:</b> Veronica Trejo	
	<b>PHONE (A/C, No, Ext):</b> 770-471-8888 <b>FAX (A/C, No):</b> 770-471-9390	
	<b>E-MAIL ADDRESS:</b> veronica.trejo@primefamilycompanies.com	
<b>INSURED</b> Oasis Construction Services, Inc Oasis Environmental LLC Oasis Consulting Services LLC 45 Woodstock St Roswell, GA 30075	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Starr Indemnity	38318
	<b>INSURER B:</b> Cincinnati Insurance	10677
	<b>INSURER C:</b> Travelers Insurance Company	40282
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1000065215161	10/27/2016	10/27/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Contractual liab						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CPL						PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO			EBA0318790	04/06/2017	04/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		X				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		X				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Uninsured \$ 1,000,000
B	<b>UMBRELLA LIAB</b>						
	<input checked="" type="checkbox"/> EXCESS LIAB		X	ENP0318790	04/06/2017	04/06/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
B	Rented/Leased			ENP0318790	04/06/2017	04/06/2018	Rent/leas 200,000
A	Professional			1000065215161	10/27/2016	10/27/2017	Prof. Lia 5,000,000

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

Professional Liability is written on a claims made basis  
C) Travelers Policy is excess auto Liability in the amount of \$4,000,000 over the Cincinnati excess auto of \$5,000,000. Travelers coverage from 4/6/17 to 4/6/18.

**CERTIFICATE HOLDER****CANCELLATION**

FULTO-1

Fulton Co. Government-  
Purchasing Department  
130 Peachtree St. SW. Ste 1168  
Atlanta, GA 30303-345

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  
Prime Insurance Agency, Inc

© 1988-2010 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

Endorsement Effective: <b>04-06-2017</b>	Policy Number: <b>EBA 031 87 90</b>
Named Insured:  <b>OASIS CONSTRUCTION SERVICES INC</b>	
Countersigned by:	

(Authorized Representative)

The person or organization named in the following schedule is an "insured" to the extent of their liability for the conduct of another "insured" as provided in **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured, Paragraph c.**

**Schedule**

Additional Insured

**Fulton County Department of Purchasing**

Address:

**Suite 1168  
130 Peachtree Street SW  
Atlanta GA 30303**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

Endorsement Effective: <b>04-06-2017</b>	Policy Number: <b>EBA 031 87 90</b>
Named Insured: <b>OASIS CONSTRUCTION SERVICES INC</b>	
Countersigned by:	

(Authorized Representative)

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

#### **1. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective: 04/06/2017	Policy Number: ENP 0318790
Named Insured: Oasis Construction Services, Inc.	
Countersigned by: <i>Veronica Trejo</i>	

(Authorized Representative)

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

### SCHEDULE

#### Name of person(s) or organization(s):

Fulton County Department of Purchasing  
Suite 1168  
130 Peachtree St SW  
Atlanta, GA 30303

Job location:

Job and/or Contract Number:

#### 1. Waiver of Subrogation

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5.** is amended by the addition of the following:

With regard to the person(s) or organization(s), job location, and job and / or contract number shown in the Schedule of this endorsement, we waive any right of recovery we

may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Primary and Non-contributory, Additional Insured and Waiver of Subrogation

**Policy Number:** 1000065215161

**Effective Date:** October 27, 2016 at 12:01 A.M.

**Named Insured:** Oasis Construction Services, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form  
Owners and Contractors Protective Liability Coverage form  
Products/Completed Operations Liability Coverage Form  
Contractors Pollution Liability Coverage Form  
Professional Liability Coverage Form  
Site Pollution Liability Coverage Form

### SCHEDULE

Where Required By Written Contract

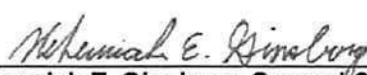
- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
  3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

  
Charles H. Dargelo, President

  
Nehemiah E. Ginsburg, General Counsel

## APPENDIX 1

### PHASE II PROJECT COST ESTIMATES

## Appendix1

### Construction Cost Estimates

### PHASE II: ATLANTA-FULTON PUBLIC LIBRARY PROJECTS

Facility / Location	Construction Cost Estimates	Scope Description	Project Delivery Method
Group 1	\$12,799,834	Renovation of 7 Libraries	Design/Build
Group 2	\$12,432,883	Renovation of 5 Libraries	Design/Build
Group 3	\$9,941,149	Renovation of 6 Libraries	Design/Build
Group 4	\$2,675,368	Renovation of 2 Libraries	Design/Build
Hapeville Library	\$2,361,310	Renovation of the Hapeville	Design/Build
Central Library	\$47,216,710	Major Renovation and Expansion of The Central Library	Design/Build