



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**23RFP092723K-JA**

**Program Management Services for DREAM**

**for**

**Department of Real Estate and Asset Management  
(DREAM)**

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## CONTRACT AGREEMENT

Consultant: Heery + Russell, a joint venture

Contract No.: 23RFP092723K-JA Program Management Services for DREAM

Address: 3550 Lenox Road, Suite 2300

City, State Atlanta, GA 30326

Telephone: 678.427.9722

Email: Heather.McKeen@turntown.com

Contact: Heather McKeen  
Vice President, Heery + Russell , a Joint Venture

This Agreement was made and entered into effect on 27<sup>th</sup>, the day of October month, in the year 2024, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **Heery + Russell, a joint venture**, hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, the County, through its Department of Real Estate and Asset Management, hereinafter referred to as “DREAM” or the “Department,” desires to retain a qualified and experienced Consultant to provide Program Management Services in support of the Department to facilitate the completion of multiple County construction projects. The Program Management Team (“PMT”) services outlined in Exhibit C, Scope of Work, will include, but are not limited to:

- Planning and programming of construction scopes of work with DREAM and user agencies;
- Manage the completion of design and construction documents;
- Establish budgets and review financial payments and accounting, cost, and budget control systems;
- Provide construction administration services for all planned projects and
- Technical analysis support.

The projects include renovation and construction at the following locations and may include additional locations as determined by DREAM:

- 4700 North Point Parkway (Health & Human Services - North)
- 475 Fairburn Road (Developmental Disability Services)

- One Margret Mitchell Square (Central Library)
- 141 Pryor Street (Government Center Complex)

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on October 2, 2024, Item Number 24-0648.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

Fulton County has initiated multiple construction projects, including but not limited to the renovation of the Fulton County Government Center, the former West Fulton Mental Health facility located at 475 Fairburn Road, and the 4700 Northpoint Parkway facility. The Scope of Work will include a broad range of program/construction management services that will be performed over several years to meet the County's needs in completing multiple construction/renovation projects. Fulton County has developed multiple construction initiatives designed to improve service delivery to Fulton County residents through the co-location and consolidation of County services currently delivered in multiple locations across the County.

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 the 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 the County in a timely manner so as not to unduly delay the Consultant in the performance of said obligations. The County shall have the final decision as to what data and information is pertinent.

The County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until the 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 the 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, the 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 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, incorporated by reference herein.

#### ARTICLE 8. **SCHEDULE OF WORK**

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

#### ARTICLE 9. **CONTRACT TERM**

##### **MULTI-YEAR CONTRACT TERM**

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

##### **A. Commencement Term**

The "Commencement Term" of the Agreement herein shall be effective on the date that the Notice to Proceed (NTP) is issued by DREAM to the Consultant in 2024. It shall end absolutely and without further obligation by the County exactly two (2) years after the issuance of the NTP by DREAM to the Consultant in 2026. The Commencement Term shall be subject to events of termination and the County's termination rights described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

##### **B. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation on the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option by the County upon approval by the County Board of Commissioners for one, one-year ("Renewal Term"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the Renewal Term.

**c. Term Subject to Events of Termination**

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

**d. Same Terms**

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

**e. Statutory Compliance Regarding Purchase Contracts.**

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

ARTICLE 10. **COMPENSATION**

Compensation for work performed by the Consultant on the 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 \$1,500,000.00, one million, five hundred thousand dollars, and no cents, which is full payment for a complete scope of work.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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



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

#### ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

#### ARTICLE 13. **DISPUTES**

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

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

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

returned to the sender.

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

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

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

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

#### ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall

not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

## ARTICLE 21. REVIEW OF WORK

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

## ARTICLE 22. INDEMNIFICATION

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

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

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

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

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

#### ARTICLE 23. **CONFIDENTIALITY**

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

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

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

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

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement,

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

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

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

**22.4 Separate Counsel.**

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

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim,

(collectively, the “Software”), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 31. **AUDITS AND INSPECTORS**

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents,



papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

#### ARTICLE 32. **ACCOUNTING SYSTEM**

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

#### ARTICLE 33. **VERBAL AGREEMENT**

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

#### ARTICLE 34. **NOTICES**

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

Notice to County shall be addressed as follows:

**Department of Real Estate and Asset Management (DREAM)**

141 Pryor Street, SW  
Suite G119  
Atlanta, GA 30303  
Telephone: 404-612-5900

Email: [timothy.dimond@fultonCountyga.gov](mailto:timothy.dimond@fultonCountyga.gov)

Attention: Timothy Dimond

**With a copy to:**

**Department of Purchasing & Contract Compliance**

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

Email: [felicia.strong-whitaker@fultonCountyga.gov](mailto:felicia.strong-whitaker@fultonCountyga.gov)

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Heery + Russell, a joint venture  
3550 Lenox Road | Suite 2300, Atlanta, GA 30326  
Telephone: 678.427.9722  
Email: [Heather.McKeen@turntown.com](mailto:Heather.McKeen@turntown.com)  
Attention: **Heather McKeen**

#### 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 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**

Signed by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONTRACTOR:

**HEERY + RUSSELL, A JOINT VENTURE**

DocuSigned by:

*Rob Chomiak*

Rob Chomiak  
President/CEO

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Signed by:

*Denzel Stewart*

Office of the County Attorney

ATTEST:

Signed by:

*Carolyn Norwood*

Notary Public

APPROVED AS TO CONTENT:

Signed by:

*Joseph Davis*

Joseph Davis, Director  
Department of Real Estate and Asset Management

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

Commission Expires: 10/3/2026

Signed by:

(Affix Notary Seal)



ITEM#: <u>24-0648</u> RM: <u>10/2/2024</u>	ITEM#: <u>xxx</u> 2 <sup>nd</sup> RM: <u>xxx</u>
REGULAR MEETING	REGULAR MEETING

# **ADDENDA**



**EXHIBIT A  
GENERAL CONDITIONS**

**NOT APPLICABLE**

# **EXHIBIT B SPECIAL CONDITIONS**

## **SECTION 3**

# **SPECIAL CONDITIONS FOR AMERICAN RESCUE PLAN ACT (ARPA) PROJECTS**

*The special conditions set forth in this section shall be incorporated in and deemed part of the Bid and the Contract, as indicated.*

### **3.1 ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Contractor agrees that any publication (written, visual or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following acknowledgement:

“Acknowledgement: This project is funded in whole or in part by funds made available through the AMERICAN RESCUE PLAN ACT (ARPA).”

Fulton County Government (“County”), as a recipient of AMERICAN RESCUE PLAN ACT (“Act”) funds, is legally obligated to meet accountability and reporting requirements under the Act. The County or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy or procedure.

### **3.2 REPORTING**

Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum [M-21-20](#) and Memorandum [M-20-21](#).

Fulton County Government is accountable to Treasury for oversight of their subrecipients in accordance with 2 CFR 200.332, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s final rule, applicable federal statutes, regulations, and reporting requirements. All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities for the AMERICAN RESCUE PLAN ACT of 2021. The County, as a prime recipient of ARPA funds, must comply with the Department of Treasury SLFRF extensive reporting requirements, including quarterly financial and programmatic reporting. The County will require quarterly reports from its sub-recipients in order to fulfill its obligation. The sub-recipient receiving ARPA funds may expect that a standard form(s) and/or reporting mechanism will be available to streamline the process. The sub-recipient agrees to provide the County all reports, documentation, or other information, as may be required to meet reporting obligations under the ARPA. The sub-recipient’s receipt of funds is contingent on meeting reporting requirements.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, sub-recipients receiving ARPA funds should be aware of the current requirements.

Sub-recipient Reports: Not later than fifteen days after the end of each calendar quarter (January 15, April 15, July 15, and October 15 throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to the County via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by ARPA.
- Project activity milestones (based on sub-recipient scope of work)

Reporting Year	Quarter	Cost Period Covered	Deadline to Fulton County
2023	2	April 1 – June 30	Saturday, July 15, 2023
2023	3	July 1 – September 30	Sunday, October 15, 2023
2023	4	October 1 – December 31	Monday, January 15, 2024
2024	1	January 1 – March 31	Monday, April 15, 2024
2024	2	April 1 – June 30	Monday, July 15, 2024
2024	3	July 1 – September 30	Tuesday, October 15, 2024
2024	4	October 1 – December 31	Wednesday, January 15, 2025
2025	1	January 1 – March 31	Tuesday, April 15, 2025

### 3.3 SITE VISITS

The County and the Federal agency's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems to provide technical assistance, if required. Grantee must provide, and must require its sub-awardee to provide, reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

### **3.4 LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

## United States Laws, Regulations and Circulars (Federal)

### A. United States Department of Treasury Guidance

- American Rescue Plan Act (ARPA) 2021 Final Rule
- Compliance Supplement 2022 - [Coronavirus State and Local Fiscal Recovery Funds – Assistance Listing Number 21.027](#)

### B. Audits:

[2 CFR Part 200 Subpart F - Audit Requirements - Auditees](#) (formerly Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations.")

### Labor and Safety Standards:

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5

### C. Laws against Discrimination which includes but are limited to:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

Age Discrimination Act of 1975, as amended (42 U.S.C.6101-07), which prohibits discrimination on the basis of age;

Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, **relating** to nondiscrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.§§290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) which may apply to the application.

D. Other:

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

Any other requirements required in the Assurance attached as Exhibit 3; and

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

## Special Condition 1 – Buy American Preferences

*The following provisions shall be incorporated in and deemed part of the RFP:*

• The Build America, Buy America Act (BABAA) requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”<sup>5</sup> The following terms apply:

1. **All iron and steel used in the project are produced in the United States.** This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States 2. Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

2. **All manufactured products used in the project are produced in the United States.** This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulations.

3. **All construction materials are manufactured in the United States.** This means that all manufacturing processes for the construction material occurred in the United States.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen, and suppliers in the performance of this contract. The Federal agency involved may waive these requirements in the following instances:

1. That the domestic materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. That the Federal agency has determined, that domestic preference would be inconsistent with the public interest; or

3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

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<sup>5</sup> Build America, Buy America Act (BABAA) is section 70914 of Public Law No. 117-58, §§ 70901-52



**Special Condition 2 – Civil Rights Act of 1964, Title VI (49 CFR Part 21)**

*The following provisions shall be incorporated in and deemed part of the Contract:*

During the performance of this contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

**1. Compliance with Regulations.** The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination.** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**4. Information and Reports.** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions.** The CONTRACTOR shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**Special Condition 3 – Lobbying and Influencing Federal Employees (49 CFR Part 20)**

*The following provisions shall be incorporated in and deemed part of the Contract:*

(1) No Federal appropriated funds shall be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### **Special Condition 4 – Equal Employment Opportunity**

*The following provisions shall be incorporated in and deemed part of the Contract:*

During the performance of this contract, the CONTRACTOR agrees to the provisions of Equal Employment Opportunity” clause [41 CFR 60-1.4\(b\)](#):

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**Special Condition 5 – Standard Federal Equal Employment Opportunity Construction Contract Specifications (41 CFR Part 60.4.3)**

*The following provisions shall be incorporated in and deemed part of both the RFP and the Contract:*

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work

is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the CONTRACTOR during the training period and the CONTRACTOR shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore along with whatever additional actions the CONTRACTOR may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or female sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in

meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.

8. CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a CONTRACTOR association, joint CONTRACTOR union, CONTRACTOR community, or other similar groups of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and

women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally,) the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



**Special Condition 6 – Termination of Contract (49 CFR Part 18.36)**

*The following provisions shall be incorporated in and deemed part of the Contract:*

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any

**Special Condition 7 – Contract Workhours and Safety Standards Act Requirements (29 CFR Part 5)**

*The following provisions shall be incorporated in and deemed part of the Contract:*

1. Overtime Requirements.

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

# **EXHIBIT C**

## **SCOPE OF WORK**

## **SCOPE OF WORK**

Fulton County Government will select a Program Management Team (PMT) to support the implementation of the Department of Real Estate and Asset Management Programs (DREAM), which consists of the concurrent renovation of 4700 North Point Parkway, 475 Fairburn Avenue, 2805 Metropolitan Avenue, 141 Pryor Street SW (Pending) in addition to assisting with the feasibility survey and potential development of a new DREAM facility in South Fulton, which location has yet to be fully determined.

The PMT will assist the County's staff with launching and completing the Department of Real Estate and Asset Management Programs for the projects in this RFP and direct and control the various tasks required to implement and complete the Program. The PMT (Program Manager and staff) will be responsible for program definition, and involvement strategies, communication strategies, cost management, estimating, and all project management functions necessary to oversee and execute the Program.

The PMT will administer and manage the organization process for the DREAM programming team; DREAM Renovation Programming Teams; architects; architecture and engineering firms; and general and related Design/Build contractors (landscape architects, engineers, parking, etc.); oversee completion of design and construction documents; conduct document reviews with appropriate parties; establish budgets and review financial payments and accounting; and manage construction administration for all aspects of construction, contracts and contracts administration; and other matters as directed.

The PMT designated Program Manager and other staff will report to and work under Fulton County's appointed representative. Fulton County's appointed representative will coordinate necessary activities to ensure proper program development and implementation with the Owner's Representative Team. The Owner's Representative Team shall include staff from the following departments: DREAM, Department of Real Estate and Asset Management (DREAM), Health and Human Services, Public Works, Risk Management, Purchasing & Contract Compliance, and the Department of Information Technology. Interaction and/or reporting may also be required with other Fulton County departments, offices and stakeholders. The Program Management Team (PMT) will be selected separate from any Design/Build Teams and various other County required consultants for the Program.

The PMT's designated Program Manager as required, shall be assigned to the Project on a full-time basis, and work out of the Program Management Offices which shall be located at the Government Center, 141 Pryor Street S.W., Georgia, 30303 or an alternate location yet to be determined. Other staff members shall be located at the respective sites as space will allow for 4700 North Point Parkway, 475 Fairburn Road, 2 Margret Mitchell (Central Library) as well as 141 Pryor Street SW (Government Center - Pending) TBD - 2805 Metropolitan Avenue may need to be staffed out of Government Center as there is not space available on site.

The scope of work is intended to include a broad range of services and activities that may be performed over a number of years, at the County's discretion in order to meet the County's needs in implementing the DREAM Program. Any agreement for these services may be non-exclusive. The County shall determine any work to be performed and nothing

in this RFP or other solicitation documents constitutes an assurance that a particular item of work may be designated as to be performed by the selected Proposer. It is the desire of the County to ensure the continuity and integrity of the Program as it is developed and implemented.

In collaboration with the Owner's Representative Team, the PMT will maintain primary responsibility for coordination, cost estimating, planning management and implementing controls to ensure projects stay on the critical path schedule. Tasks to be performed by the PMT for the Program may include, but not be limited to the following:

**TASK A**  
**PROGRAM & CONTRACT ADMINISTRATION**

Program Definition and Schedule:

In collaboration with the Owner Representative team, the PMT will assist with ongoing program definition procedures, budgets and schedules and will be a resource in these matters. The PMT will assist in the articulation of project goals, architectural vision statements and key success outcomes.

Preliminary Goals for the DREAM Program is to create attractive facilities that are individual, functional and flexible in terms of size, appropriateness and purpose to meet the long-term space and service needs of the DREAM programs and local communities.

Develop and Implement Administrative and Technical Control Procedures.

The PMT shall develop and maintain appropriate administrative and technical control procedures. These may include, but not be limited to the following:

Data management including the implementation and maintenance of an information system, coordination and preparation of project manuals and specifications, which will incorporate appropriate scope, budgets, schedule control, performance management and resource distribution data using Microsoft and/or Autodesk software compatible with existing County systems.

Budget request review including a feasibility review of the Program's budget and the preparation of an annual and long-term budget for the Program.

Integrated technical procedures for design, procurement in cooperation with the Department of Purchasing & Contract Compliance, construction and project documentation/close-out process.

Invoicing – The PMT shall review and process all invoices submitted by other consultants and contractors performing services for the Program, as required.

Assure Program compliance with federal, state and local regulations.

Communications - Facilitates effective communication and teamwork with other members of the Program Management Team and the Owner's Representative

Team through regularly scheduled meetings, project updates, and regularly updated project timelines.

## **TASK B** **PROGRAM CONTROLS**

### Develop and Implement a Document Control System

The PMT shall develop and implement new or modify the existing document tracking and control system for all drawings, submittals, contract documents, operating manuals and correspondence; and shall develop and maintain a resource library of relevant information on the various Program elements. The PMT is responsible for maintaining on-site copies of all documentation.

PMT's services will include the set-up (if necessary), maintenance and operation of a central Document Control System. Project documentation will be used to support administrative review, historical reference, audit, open records requests and possible legal action. The Document Control system must facilitate the storage and timely retrieval of this documentation.

The PMT is responsible for identifying, then categorizing and organizing all documents, manuals, drawings, samples etc. and maintaining an on-site technical resource library.

PMT is also responsible for coordinating with planning, design and support departments such as DREAM, as necessary, to facilitate the review, coordination, and control of contractor submittals and other materials as required.

### Quality Control

The PMT shall direct the decision making, accountability and delivery process of the project. The PMT will establish sustainable and quality performance measures to be applied and incorporated throughout all projects. These measures will be applied and constitute measures of the quality assurance and sustainable achievements of the Program.

### Project Management

The PMT shall assist in the coordination of the overall management of the Program, advise the County's designated representative of any potential delays and their projected cause, and recommend procedures and/or alternatives to mitigate or overcome such problems.

### Schedule and Planning System

The PMT shall develop a detailed critical path schedule for project tracking and management and assist in the development of recovery schedules when necessary and maintain a computerized program information system using Microsoft and/or Primavera or other computer software. The system shall be capable of producing

a master schedule incorporating each Program element using critical path methodology.

The PMT shall advise the County's designated representative of potential delays and recommend steps and alternatives to mitigate such delays.

The PMT shall submit a draft report identifying the proposed system, and its capabilities to the County. The PMT shall make those modifications as requested by the County, modify the report, and submit it as final, prior to implementing the system.

#### Cost and Budget Control System

The PMT shall provide and maintain a financial planning and control system that is integrated with the Schedule and Planning System. This system shall have the capability of monitoring actual costs versus budgeted costs, for each element, for all projects of the Program. This system must have the ability to forecast costs as Program elements are defined and developed.

The PMT shall submit a draft report identifying the proposed system and its capabilities to the County. The PMT shall make modifications as requested by the County and County staff prior to implementing the system.

#### Cost Management & Estimating

The PMT shall implement and maintain cost management procedures for the County throughout the Design Phase. The PMT is responsible for all cost estimating services and will prepare and submit construction cost estimates with submission of the documents for Schematic Design, Design Development and at 50% and 100% Construction Documents.

The PMT in conjunction with the County shall review the cost estimate provided at each of these phases and evaluate it for conformance with the established Project budget.

The PMT shall provide a written report of its findings along with each estimate and, as needed, shall conduct cost adjustment sessions with the Design/builder and County. These cost adjustment sessions shall be utilized to address technical errors or omissions in the estimates, and if required, to suggest and review design modifications needed to maintain cost control on the Project. At the conclusion of these sessions, the PMT, as needed and in conjunction with the County, shall direct the Architect of Design/builder to make adjustments in the documents to achieve the cost objectives.

When design or programmatic changes with an effect on the budget are made and approved by the County, the PMT shall work with the County and Design/builder to determine the cost impact and issue a revised construction project budget. Such revisions shall be confirmed in writing by the County and shall result in a corresponding revision to the Fixed Limit of Construction Cost to which the Design/builder is held to its agreement.

If requested by the County during the Design Phase, the PMT shall provide value analysis studies of the major construction components such as the mechanical system, exterior envelope, structural system, roofing system, or power/lighting system. These value analysis studies shall be prepared in report form and submitted to the County and Design/builders.

#### Program Reviews and Reporting

The PMT shall schedule regular Program Review Status meetings and assist and advise the County's designated representative regarding such meetings. The PMT shall also prepare reports on a regular basis on the overall schedule and budget status of the Program.

#### Third Party Coordination

At the request of the County's designated representative, the PMT shall assist in the coordinating efforts and elements of the Program as required.

#### Public Relations Communications (When necessary and requested)

Assist and coordinate (prepare and develop content) the communications strategy with Fulton County External Affairs which will include but not be limited to: establishing an electronic web portal providing executive summaries, project overviews, schematic drawings and illustrations etc. of the Program; on-site informational displays; public forums /community meetings, vendor outreach sessions, etc.

### **TASK C** **PROGRAM DEVELOPMENT**

#### Develop Integrated Program

The PMT shall prepare a detailed scope of work for all DREAM Programs activities as requested by the County's designated representative. This shall include a detailed phasing plan that addresses the interactions of all County design/construction activities and components (including consultants, contractors, vendors, suppliers and their respective implementation activities). This phasing plan shall reflect all operational and scheduling requirements.

#### Ongoing review of Concept Design Development

The PMT shall review the conceptual design development for all projects under the Program, based upon specified functional criteria and County requirements.

#### Program Oversight

The PMT shall monitor and review the planning and design activities for the Program. This shall include oversight of the activities of all parties, identifying critical issues and recommending to the County's designated representative



specific solutions to address those issues in order to maintain the Program schedule and budget.

#### Program Management

The PMT shall provide qualified Project Managers to be assigned to specific projects as required by the County. Project Managers will be responsible for ensuring the coordination of all services required to plan, design and construct the project in accordance with the budget and schedule.

### **TASK D** **TECHNICAL ANALYSIS/SUPPORT**

1. Special Study Tasks – The PMT shall develop and support additional data gathering efforts and special studies including but not limited to: utility infrastructure, space planning, and others upon request of the County's designated representative.
2. Sustainable Design and Life Cycle Energy Modeling

The PMT shall work with the Design/builder to develop and integrate an approach to incorporate life cycle energy modeling within the architectural and engineering design phase of each project and make recommendations to establish sustainable design approaches, and technologies.

### **TASK E** **PROJECT DESIGN COORDINATION/MANAGEMENT**

1. Develop, release and coordinate the selection of all external consultants, such as Design/build Teams for the various program components.
2. Review and assist with the negotiation of design services and construction contracts
3. Manage multiple design and/or Design/build consultants, most consisting of teams of architects, engineers, landscape architects, contractors, etc.
4. Establish work scopes and schedules for individual projects.
5. Assist the County in selecting the most cost-effective design alternatives.
6. Monitor design documents during the design phases and verify progress status.
7. Develop and implement procedures for responding to Request for Information (RFI).
8. The PMT will assume responsibility to coordinate, track and expedite submittals, and Requests for Information as may be required and assist with the coordination of construction testing as necessary.
9. Review and modify, if necessary, the Programs Project Management Plan.
10. Prepare and implement a comprehensive Quality Assurance Program for all projects.

11. Develop a system for tracking payment requests from consultants.
12. Maintaining a document tracking and control system.
13. Assist the County in project post-occupancy and close-out activities.

**TASK F**  
**PRE-DESIGN PHASE SERVICES**

1. The PMT shall review the County's project budget and cost estimates in light of the local construction market, Project Program requirements, site opportunities or constraints, and historical cost data on the County's similar projects; and shall furnish a report on the Project Budget and scope, said report to include any recommendations for budget or scope modifications.
2. The PMT, in conjunction with the County, shall develop Design Phase schedules, as well as procedures and report formats, to provide the basis for communication between the Architect, the Design/build Teams, consultants, Program Manager and County.
3. The PMT shall assist the County in preparing Requests for Proposals and Work Authorizations for the County's Architects, Design/build Teams and consultants. This assistance shall include compiling and presenting information on the Project parameters schedule, budget, program requirements, site conditions, and other physical and/or administrative requirements - - needed by the design consultant or Design/builder to prepare its proposal for services. Assist the County in developing and preparing feasibility studies on proposed projects, including but not limited to studies of clients' needs, analysis of conditions or method of operation, development of alternative concepts.
4. The PMT shall assist the County in investigative through the feasibility analysis for the City of South Fulton site to determine its suitability or the need for another site. This assistance will include coordination and review of site surveys, environmental assessments, and geotechnical assessments; evaluation of potential layouts; evaluation of utility locations; and evaluation of improvement costs relative to the suitability of the proposed sites. These analysis shall be in the form of written reports to the County.
5. Schematic design, design development of building projects.
6. The PMT will coordinate the scope of the design services which should at a minimum includes, but is not necessarily limited to, the items outlined below:
  - Architectural Programming/Cost Model
  - Existing Site Conditions Analysis
  - Drawings of Existing Conditions (updates)
  - Schematic Design
  - Design Development
  - Space Planning

- Landscape Design
  - Structural Design (as required)
  - Construction Documents
  - Mechanical, Electrical, and Plumbing, Fire Protection and Communication Systems Design services
  - Electrical Fault Current Studies
  - Mechanical Load Studies
  - Interior Design/Furnishings and Equipment Selection
  - A/V & Acoustical Design
  - Signage/ Graphics/ Art
  - Code review and compliance
  - Computer Modeled Energy Analysis
  - Value Analysis, Life Cycle Cost Analysis
7. The PMT will coordinate all meetings, and correspondence related to verification of the Program goals and objectives, organizational frameworks for the program components, design directions, and quality performance measures for the project.
8. The following is a partial list of major design parameters:
- a. Provide a design that reflects the mission and vision of the Program, and the goals of the DREAM Program.
  - b. Provide design guidelines that accommodate and balance the Program requirements and needs and complies with the current code requirements.
  - c. Define the quality of the architectural, interior, structural building, envelope and building systems.
9. Manage all design consultants to create an efficient design with maximum usable space, and a facility that is functional sensitive and aesthetically pleasing, and embracing of local community values and programmatic aims.

## **TASK G**

### **PROJECT CONSTRUCTION ADMINISTRATION SERVICES**

As providers of Construction Administration Services, the Program Manager (PMT) will be responsible for developing program definition for the construction phase for the DREAM Program and shall provide construction administration for all aspects of construction and contract administration for all related. Services will include, but not be limited to, the following:

- Organize, attend and lead all project related Owner/Architect/Contractor (OAC) meetings for each of the specific projects.
- The PMT will coordinate all meetings, and correspondence and reports related to verification of the status of the construction required for the meetings.

- The PMT will be responsible for coordinating with the Design/builder to ensure all required meeting minutes and reports are developed and prepared for review prior to each required meeting.
- The PMT will provide Construction Administration Services though Project Close-out and Project Warranty Period.

## **TASK H** **PROJECT POST CONSTRUCTION SERVICES**

The Program Manager will work with the Design/builder to develop the punch list for the substantially completed project. It will be the responsibility of the PMT to work with the D/B to and ensure completion of the punch list within thirty (30) days of Substantial Completion.

It shall also be the PMT's responsibility to coordinate repair/resolve warranty issues that may arise prior to the end of the warranty period. The PMT is required to conduct Warranty Review/Facility Inspection one month prior to the end of the general warranty period with Fulton County and facility staff to identify any outstanding warranty issues.

### **SCOPE OF SERVICES TO BE PROVIDED BY OTHERS**

For those services not under the responsibility of the Design/builder, the County will obtain services, under separate contracts. These consultant services will include, but not limited to, the following:

- .1 Design, Engineering and Programming Services - Design/Builder (D/B) to engage Architectural, Engineering and Programming firms to provide design, engineering and programming services for the DREAM location renovations. Additionally, the D/B will be responsible for construction of the projects.
- .2 D/B to provide design and construction drawing/specification documentation and construction services for the New City of South Fulton Location.
- .3 Audio/Visual Consultant.
- 4 Acoustical Consultant.
- .5 Testing and Quality Assurance/Quality Control services as required to ensure the integrity of the design and construction of the projects.
- .6 Environmental Consultant

The Program Manager will assist the County with providing schedules, project controls and coordination of technical work and management oversight of these consultant teams.



# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## **PROJECT DELIVERABLES**

The PMT will, in coordination with the County, take steps to provide or cause to be delivered:

- a. Establishing the County system or providing a dedicated share site for all records
- b. Provide any and all project reports as necessary, needed, or requested.
- c. Conduct as necessary review and approval of all project-related invoices for applicability, accuracy, and timeliness of said invoices in keeping with County requirements for recommendations for processing payments.
- d. Prepare Project Directories for all projects.
- e. Prepare meeting agendas for project meetings, taking and maintaining all meeting minutes for distribution to all appropriate team members within 48 hours of meetings for those in attendance.
- f. Conduct all project meetings in coordination with the County.
- g. When requested, the PMT will represent the County for Project meetings and attend other meetings as needed or assigned.
- h. All other assistance as may be defined and requested and associated with project oversight and management evaluation.

# **EXHIBIT E COMPENSATION**



## COMPENSATION

---

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$1,500,000.00 (one million five hundred thousand dollars and zero cents) The detailed costs are provided herein:

FEBRUARY 2, 2024



# FULTON COUNTY

## **COST PROPOSAL**

***23RFP092723K-JA:***

***Program Management Services for***

***Department of Real Estate and Asset Management***

*A Joint Venture:*



Turner & Townsend  
Heery

+



RUSSELL

### 3.7 COST PROPOSAL: FORMAT AND CONTENT

#### SECTION 1 – INTRODUCTION

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

On the following pages are the following elements of our cost proposal, as requested in the RFP:

1. Direct Payroll Hourly Rate Schedule for each employee classification. Hourly rates are fully burdened to include multiplier and profit.
2. Cost Proposal Form for each employee classification. Hourly rate table shows hourly rates for the first two years broken down by Employee Classification, Base Rate, Multiplier, Profit, and Actual Billing Rate for 2024 and 2025 with escalation.
3. List of reimbursable expenses.

#### SECTION 2 - COST PROPOSAL FORMS

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

1. Direct Payroll Hourly Rate Schedule – please refer to the next page

**SECTION 9**

**EXHIBIT**

**EXHIBIT 1**

**DIRECT PAYROLL HOURLY RATES SCHEDULE**

<u>Employee Classification*</u>	<u>Hourly Rate</u>
1. Program Manager	\$ <u>182.95</u>
2. Assistant Program Manager	\$ <u>218.84</u>
3. Project Manager/Director	\$ <u>144.65</u>
4. Project Controls Manager	\$ <u>176.40</u>
5. Chief Estimator	\$ <u>144.40</u>
6. Financial Analyst	\$ <u>129.78</u>
7. Cost Estimator	\$ <u>141.37</u>
8. Administrative/Clerical	\$ <u>133.31</u>
9. Quality Assurance Coordinator	\$ <u>151.23</u>
10. Other Specialty Support	
<input type="checkbox"/> Program Director	\$ <u>233.60</u>
<input type="checkbox"/> Senior Project Manager	\$ <u>216.72</u>
<input type="checkbox"/> Chief Scheduler	\$ <u>197.49</u>
<input type="checkbox"/> Scheduler	\$ <u>143.89</u>
<input type="checkbox"/> Safety Coordinator	\$ <u>157.50</u>
<input type="checkbox"/> Sustainability	\$ <u>102.82</u>
<input type="checkbox"/> Commissioning	\$ <u>164.56</u>

## 2. COST PROPOSAL FORM

Please provide a table/chart that includes the following:

- Employee Classification
- Base Rate Per Hour
- Multiplier
- Profit
- Actual Billing Rate for each employee classification

a. The following summarizes the basis of cost information provided in the exhibit that follows:

- Classification and Base Rates - Base rates are provided for employee classifications per the RFP and are provided as 2024 rates.
- Multiplier - The multiplier identified on the attached chart includes all labor burden and company overhead.
- Profit - The profit is identified on the attached chart.
- Escalation - Escalation is assumed to be based on the Consumer Price Index at 4% per annum and will be adjusted for each year when new rates are published.

Please refer to the next page for the Heery + Russell Cost Proposal Form

b. Expenses

We acknowledge the permissible reimbursable expenses and will identify in advance other costs that will fall into this category requiring prior approval as noted in the RFP.

### Heery + Russell Cost Proposal Form Project Management Services #23RFP092723K-JA

							2024	2025
	Employee Classification	Name	(A) Base Rate per Hour	(B) Multiplier	(C) Profit	(A*B*C) 2024 Actual Billing Rate	2025 X CPI Assume 4%	
1	Program Manager	Phillip Norris	\$ 72.60	2.4	5%	\$ 182.95	\$ 190.27	
2	Assistant Program Manager/Program Advisor	Evan Jahn	\$ 86.84	2.4	5%	\$ 218.84	\$ 227.59	
3	Project Manager	Armond Borders/John Blount	\$ 57.40	2.4	5%	\$ 144.65	\$ 150.43	
4	Project Controls Manager	JAT	\$ 70.00	2.4	5%	\$ 176.40	\$ 183.46	
5	Chief Estimator	Chet Dlugokinski	\$ 57.30	2.4	5%	\$ 144.40	\$ 150.17	
6	Financial Analyst	Hilary Clark	\$ 51.50	2.4	5%	\$ 129.78	\$ 134.97	
7	Cost Estimator	Matt Crowe	\$ 56.10	2.4	5%	\$ 141.37	\$ 147.03	
8	Administrative/Project Controls/Doc Controls	Nena Brown	\$ 52.90	2.4	5%	\$ 133.31	\$ 138.64	
9	Quality Assurance Coordinator	Phillip Guthrie	\$ 60.01	2.4	5%	\$ 151.23	\$ 157.27	
<b>Average Hourly Rates</b>							<b>\$ 158.10</b>	<b>\$ 164.43</b>
<p><b>Note: The average hourly rate will be based on the nine (9) positions the County has identified in the Section 9, Exhibit 1 - Direct Payroll Hourly Rates Schedule.</b></p>								
10	<b>Other Specialty Support</b>					<b>2024-2025</b>	<b>2025-2026</b>	
	Employee Classification	Name	(A) Base Rate per Hour	(B) Multiplier	(C) Profit	(A*B*C) 2017-18 Actual Billing Rate	2018-19 X CPI Assume 4%	
	Program Director	Kelley Brown	\$ 92.70	2.4	5%	\$ 233.60	\$ 242.95	
	Senior Project Manager	Ken Cheatwood	\$ 86.00	2.4	5%	\$ 216.72	\$ 225.39	
	Chief Scheduler	Todd Pettigrew	\$ 78.37	2.4	5%	\$ 197.49	\$ 205.39	
	Scheduler	Kenny Kropa	\$ 57.10	2.4	5%	\$ 143.89	\$ 149.65	
	Safety Coordinator	Sherman Price	\$ 62.50	2.4	5%	\$ 157.50	\$ 163.80	
	Sustainability	April Lee	\$ 40.80	2.4	5%	\$ 102.82	\$ 106.93	
	Commissioning	Joshua Gillespie	\$ 65.30	2.4	5%	\$ 164.56	\$ 171.14	

# **EXHIBIT F PURCHASING FORMS**

STATE OF GEORGIA  
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] Turner & Townsend Heery, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup>,<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.

250598

EEV/Basic Pilot Program\* User Identification Number

Robert Chomiak President/CEO | Turner & Townsend Heery, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

President/CEO | Turner & Townsend Heery, LLC

Title of Authorized Officer or Agent of Contractor

Robert Chomiak

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30<sup>th</sup> day of January, 2024

Notary Public: Carolyn Norwood

County: Douglas

Commission Expires: 10/3/2026



<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, 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>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].



**STATE OF GEORGIA  
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] H.J. Russell & Company 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.

134476

EEV/Basic Pilot Program\* User Identification Number

[Signature] H.J. Russell & Company

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

Vice President, Program Management

Title of Authorized Officer or Agent of Contractor

Bryan Jackson

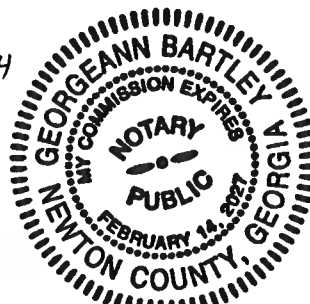
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 29 day of January, 2024.

Notary Public: Georgeann Bartley [Signature] 01-29-24

County: Newton

Commission Expires: February 14, 2027



<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, 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>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: Subcontractor Affidavit

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]** JAT Consulting Services, Inc. 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.

55698

EEV/Basic Pilot Program\* User Identification Number

*Jo Ann Tuttle*

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Jo Ann Tuttle

Printed Name of Authorized Officer or Agent

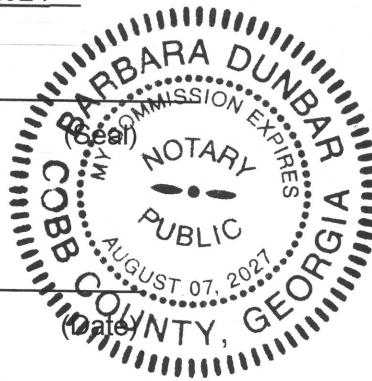
Sworn to and subscribed before me,

This 26 day of January, 2024

*Barbara Dunbar*

(Notary Public)

Commission Expires: August 7, 2027



<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].

**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]** MHR International, Inc. 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.

216108

EEV/Basic Pilot Program\* User Identification Number



BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Michael H. Ross

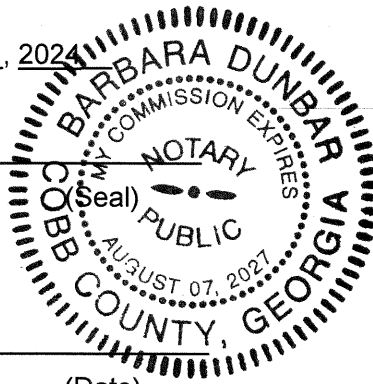
Printed Name of Authorized Officer or Agent

**Sworn to and subscribed before me,**

This 24 day of January, 2024



(Notary Public)



Commission Expires: August 7, 2027

(Date)

<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].

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] Turner & Townsend Heery, H.J. Russell** 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.

56231

EEV/Basic Pilot Program\* User Identification Number

D. CLARK HARRIS *DCHarris*

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

President / CEO

Title of Authorized Officer or Agent of Subcontractor

Dorothy C. Harris, President / CEO

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 28<sup>th</sup> day of January, 2024

(Notary Public)

*Himanshu Amin*

(Seal)



Commission Expires: 10/30/2027

(Date)

<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].

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] The Dragon Group, LLC 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.

EEV/Basic Pilot Program\* User Identification Number

The Dragon Group, LLC

BY: Authorized Officer of Agent

(Insert Subcontractor Name)  
Principal

*Randall C. Dragon*

Title of Authorized Officer or Agent of Subcontractor

Randall C. Dragon

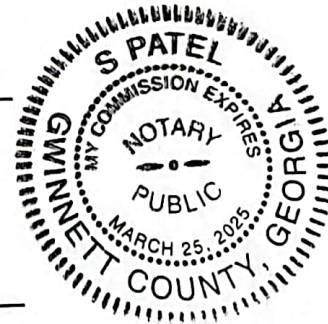
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 29 day of January, 2025  
*S. Patel*

(Notary Public)

(Seal)



Commission Expires: 03/25/25

(Date)

<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].

# Form C: Offeror's Disclosure Form & Questionnaire

## **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.

Turner & Townsend Heery, LLC independently operates as a subsidiary of Turner & Townsend, Inc.

Turner & Townsend Heery, LLC's Officers do not hold any ownership interest in Turner & Townsend

Heery, LLC. The Officers named below are responsible for the executive day-to-day management and oversight of Turner & Townsend Heery, LLC's day-to-day operation and describes their anticipated role of said Offeror to the best of our knowledge.

The business Address for our Officers is as follows: 3550 Lenox Road | Suite 2300, Atlanta, GA 30326

Robert Chomiak: President/CEO

Sabrina Crawley: Senior Vice President/Treasurer/CFO

Wade Purcell: Vice President/Secretary

Dennis Lawler: Senior Vice President

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.

In November 2021, CBRE acquired controlling ownership interest in Turner & Townsend forming a strategic partnership between the firms. Effective January 1, 2023, CBRE Heery, Inc. (CBRE | Heery), formerly operating under CBRE, Inc. independently operates as a subsidiary of Turner & Townsend, Inc. CBRE Heery now operates under the legal name "Turner & Townsend Heery, LLC".

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.

Turner & Townsend Heery, LLC (formerly) CBRE Heery Inc. has been hired directly by Fulton County as Program Managers for the following two projects.

These are the only relationships with the County in the past 5 years. Turner & Townsend + Russell, a Joint Venture (formerly CBRE | Heery - Russell, a Joint Venture): Atlanta-Fulton County Library Capital Improvement Program - Program Management Services; Phase I: 2010 - 2015, Program Cost: \$167M | Phase II: 2017 - Ongoing, Program Cost: \$108M

Turner & Townsend Heery, LLC (formerly CBRE | Heery) - McAfee3 Architects, a Joint Venture: Fulton County Urban Redevelopment Program - Program Management Services | 2017 - Ongoing | Program Cost: \$90M

We have performed under past iterations of the same contract terms for Fulton County; however, there are two areas we would like to discuss if chosen for the program:

1. Adding a Consequential Damages clause.
2. Clarifying that when acting as a project manager, we are not responsible for design or construction means and methods.



**LITIGATION DISCLOSURE:**

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

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

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

Circle One:            YES             NO

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

Circle One:            YES             NO

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

Circle One:            YES             NO

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

Circle One:            YES             NO

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

Circle One:            YES             NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]



**FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

**Please see below**

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

**Please see below**

- 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.

**None**

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"><li>1. <b>Title: CEO, Owner</b><br/><b>Name: Michael Russell</b><br/><b>Address: 171 17th Street, NW, Suite, 1600, Atlanta, GA 30363</b><br/><b>Ownership Interest: 35.03%</b></li></ul> | <ul style="list-style-type: none"><li><b>Title: President, Owner</b><br/><b>Name: H. Jerome Russell</b><br/><b>Address: 171 17th Street, NW, Suite 1600, Atlanta, GA 30363</b><br/><b>Ownership Interest: 29.94%</b></li></ul> | <ul style="list-style-type: none"><li><b>Title: Interim Chair of the Board, Owner</b><br/><b>Name: Donata Russell Ross</b><br/><b>Address: 566 Wells Street, SW, Atlanta, GA 30312</b><br/><b>Ownership Interest: 35.03%</b></li></ul> |
|--|--|--|

- 2. **Russell's general development of business during the past 5 years has focused on program management with extensive experience in building and renovating public and private facilities including aviation, transportation, commercial, retail and civic project, to name a few.**

**LITIGATION DISCLOSURE:**

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

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

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

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

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


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

[SIGNATURES ON NEXT PAGE]

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

On this 29 day of January, 2024

Bryan Jackson January 29, 2024  
(Legal Name of Proponent) (Date)

 January 29, 2024  
(Signature of Authorized Representative) (Date)

Vice President, Program Management  
(Title)

Sworn to and subscribed before me,

This 29 day of January, 2024

Georgeann Bartley 01.29.24  
(Notary Public)



Commission Expires February 14, 2027  
(Date)

**FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

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.
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.

Question 1 JAT Consulting Services, Inc.  
Jo Ann Tuttle- President/CEO 100% Ownership  
1301 Shiloh Rd Suite 1430  
Kennesaw, GA 30144

Laura Cook- Vice President of Operations  
1301 Shiloh Rd. Suite 1430  
Kennesaw, GA 30144

Rachel Bemby, CPA- Vice President of Government Services  
1301 Shiloh Rd. Suite 1430  
Kennesaw, GA 30144

Jeffrey Petersen- Vice President of Accounting  
1301 Shiloh Rd Suite 1430  
Kennesaw, GA 30144

Question 2 JAT Consulting Services, Inc. has been in business for 30 years. The firm's service lines include the following: a. Program and Construction Management, b. Government Operations, and c. Accounting and Finances for A/E firms and Construction firms. Our professionals provide services to major capital improvement programs totaling over \$50B.

Over the last five (5) years, the firm has experienced a growth in revenue of 18%. This additional revenue is primarily attributed to the PMCM service line.

Question 3 In 2023 the firm conducted two (2) Small Business Development classes totaling \$5,000 in revenue directly from Fulton County. We are also contracted as a subconsultant to Gresham Smith on the Big Creek WRF Expansion. We provide a Contract Administrator and received revenue in 2023 in the amount of \$183,954.00



**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 31 day of January, 2024

JAT Consulting Services, Inc. 1/31/2024

(Legal Name of Proponent) (Date)

*[Handwritten Signature]* 1/31/2024

(Signature of Authorized Representative) (Date)

President

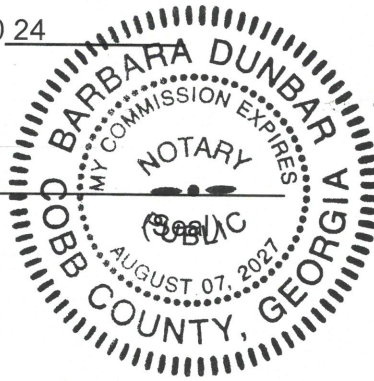
(Title)

Sworn to and subscribed before me,

This 31 day of January, 2024

*Barbara Dunbar*

(Notary Public)



Commission Expires August 7, 2027

(Date)

**FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

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.
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.

Question 1 Mr. Michael H. Ross, President- MHR International, Inc.  
1100 Peachtree Street NW Suite 900  
Atlanta, GA 30309  
Mr. Ross is the sole owner and operator of MHR International, Inc.

Question 2 MHR has been in business for 32 years, with the last 5 years being steady, with increasing revenues each year.

Question 3 MHR has had a business relationship with Fulton County indirectly through Joint Venture as a subconsultant with Turner & Townsend Heery. Our employee John Blount has been receiving wages from revenue generated through this relationship.

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 31 day of January, 2024

MHR International, LLC 1/31/2024  
(Legal Name of Proponent) (Date)

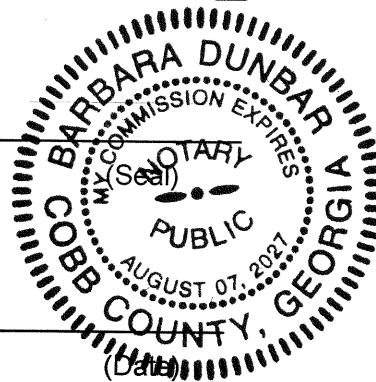
[Signature] 1/31/2024  
(Signature of Authorized Representative) (Date)

President  
(Title)

Sworn to and subscribed before me,

This 31 day of January, 2024

Barbara Dunbar  
(Notary Public)



Commission Expires August 7, 2027  
(Date)

## **FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

### **DCH RESPONSE:**

*The name and business address of the owner and principal of **D. Clark Harris**, is:*

***Dorothy C. Harris, President & CEO**  
**313 Elizabeth Blvd.**  
**Alpharetta, Georgia 30009***

**D. Clark Harris** has no ownership interest in any other company.

**D. Clark Harris** is solely owned by Dorothy C. Harris, President & CEO.

**D. Clark Harris** will perform in a Subconsultant capacity on the subject contract to:

***Turner & Townsend Heery, HJ Russell**  
**3550 Lenox Road | Suite 2300**  
**Atlanta, GA 30326***

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.

***DCH RESPONSE:** **D. Clark Harris** was founded in 1992 and incorporated in 1994. Over the past ten (10) years, **D. Clark Harris** has provided services primarily to public sector clients, primarily in Owner/Agency contractual arrangements and primarily for the purpose of program/design/construction management of capital improvement programs/projects for facility and infrastructure development programs/projects. In 2000, DCH expanded services into the Aviation market. Since 2000, DCH has expanded to include Owner Operation/Staffing Augmentation, Operation & Staffing for Water Quality Education & Training, Public Engagement/Public Information.*

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.

***DCH RESPONSE:** Conditions stated in above item 3 do not apply to **D. Clark Harris** or the work performance of **D. Clark Harris** over the past five (5) years when performing as a Subcontractor or as a Prime.*



**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 1 day of February, 2024

D. CLARK HARRIS  
\_\_\_\_\_  
(Legal Name of Proponent) 2-1-2024  
(Date)

D. Harris  
\_\_\_\_\_  
(Signature of Authorized Representative) 2-1-2024  
(Date)  
Dorothy C. Harris

President / CEO  
\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This 1<sup>st</sup> day of February, 2024

Darrell Humphries  
\_\_\_\_\_  
(Notary Public) (Seal)



Commission Expires 12/3/24  
\_\_\_\_\_  
(Date)

**FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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**Randall C. Dragon**

**Yvonne J. Dragon**

**504 Fair Street, SW, Suite 306i, Atlanta, GA 30313**

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.

**The Dragon Group provides sustainability consulting and project management services.**

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.

**The Dragon Group was part of the design-build teams where they provided LEED Consulting Services on the following library:**

**Central Library**

**East Point Library**

**Northside Library**

**Buckhead Library**

**Fairburn Hobgood Library**

**Robert E Fulton Library**

**Northeast Spruill Oaks**

**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.

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[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 2<sup>nd</sup> day of February, 2024

Randall Drage  
The Dragon Group, LLC 2/2/2024  
(Legal Name of Proponent) (Date)

Randall Drage 2/2/2024  
(Signature of Authorized Representative) (Date)

Principal  
(Title)

Sworn to and subscribed before me,

This 2<sup>nd</sup> day of February, 2024

Maurice Pool  
(Notary Public)



Commission Expires July 23<sup>rd</sup>, 2024  
(Date)

# Form D: Georgia Professional License Certification



**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Turner & Townsend Heery, LLC

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

**Professional License Type:**

Registered Professional Engineer Firm, State of Georgia

Registered Professional General Contractor Company, State of Georgia

**Professional License Number:**

Registered Professional Engineer Firm: PEF000816

Registered Professional General Contractor Company: ContractorCO000945

**Expiration Date of License:**

Registered Professional Engineer Firm: 6/30/2024

Registered Professional General Contractor Company: 6/30/2024

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

Signed: 

Date: 1/30/2024

**(ATTACH COPY OF LICENSE)**



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

<b>Name:</b> CBRE Heery, Inc.	<b>Owner:</b>
<b>Address:</b> 999 Peachtree St, Ne Atlanta GA 30309-3953	

### Primary Source License Information

<b>Lic #:</b> PEF000816	<b>Profession:</b> Engineers / Land Surveyors	<b>Type:</b> Engineer Firm
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active
<b>Issued:</b> 11/3/1989	<b>Expires:</b> 6/30/2024	<b>Last Renewal Date:</b> 5/26/2022

### Associated Licenses

<b>Relationship:</b> Employment			
<b>Licensee:</b> Jardine, Glenn Martin	<b>License Type:</b> Professional Engineer		
<b>License #:</b> PE013521	<b>License Status:</b> Active		
<b>Established:</b>	<b>Association Date:</b>	<b>Expiry:</b>	
<b>Type:</b> Prerequisite User			

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: July 18, 2023 11:50:52

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

<b>Name:</b> CBRE Heery, Inc.	<b>Owner:</b>
<b>Address:</b> 999 Peachtree St, NE Atlanta GA 30309	

### Primary Source License Information

<b>Lic #:</b> GCCO000945	<b>Profession:</b> Residential/General Contractor	<b>Type:</b> General Contractor Company
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active
<b>Issued:</b> 4/25/2008	<b>Expires:</b> 6/30/2024	<b>Last Renewal Date:</b> 5/2/2022

### Associated Licenses

<b>Relationship:</b> Supervisor			
<b>Licensee:</b> Smith, Linda Joy Haake	<b>License Type:</b> General Contractor Qualifying Agent		
<b>License #:</b> GCQA000458	<b>License Status:</b> Active		
<b>Established:</b> 4/25/2008	<b>Association Date:</b> 7/27/2006	<b>Expiry:</b>	
<b>Type:</b> Prerequisite User			

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: July 18, 2023 11:52:51

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: HJ Russell & Company

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

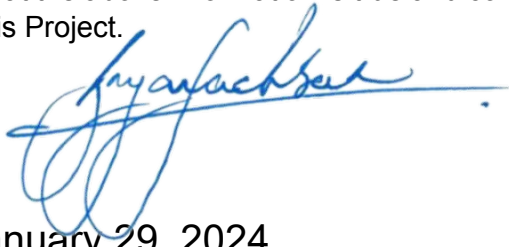
Professional License Type: General Contractor's License

Professional License Number: GCCO007636

Expiration Date of License: 06/30/2024

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

Signed:



Date: January 29, 2024

**(ATTACH COPY OF LICENSE)**



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

<b>Name:</b> H.J. Russell & Company & DCAS, LLC	<b>Owner:</b> Michael Brent Russell
<b>Address:</b> 171 17th Street NW	
Atlanta GA 30363	

### Primary Source License Information

<b>Lic #:</b> GCCO007636	<b>Profession:</b> Residential/General Contractor	<b>Type:</b> General Contractor Company
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active
<b>Issued:</b> 3/2/2022	<b>Expires:</b> 6/30/2024	<b>Last Renewal Date:</b> 5/2/2022

### Associated Licenses

<b>Relationship:</b> Supervisor			
<b>Licensee:</b> Russell, Michael Brent	<b>License Type:</b> General Contractor Qualifying Agent		
<b>License #:</b> GCQA007636	<b>License Status:</b> Active		
<b>Established:</b> 3/2/2022	<b>Association Date:</b> 1/28/2022	<b>Expiry:</b>	
<b>Type:</b> Prerequisite User			

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: January 30, 2024 15:31:29

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Name: MHR International, Inc.

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

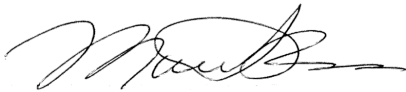
Professional License Type: General Business License

Professional License Number: LGB-040430-2020

Expiration Date of License: 12/31/2024

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

Signed:



Date: 1/24/2024

**(ATTACH COPY OF LICENSE)**



**CITY OF ATLANTA**  
55 Trinity Avenue SW  
Suite 1350  
Atlanta GA 30303

**OCCUPATION TAX REGISTRATION CERTIFICATE**  
**VALID ONLY WHEN OCCUPATION REGISTRATION TAX**  
**REQUIREMENTS ARE PAID**

**Business Name:** MHR INTERNATIONAL INC

**Business Type(s):** 541611 Administrative Management and  
General Management Consulting Services

**Business Location:** 1100 PEACHTREE ST NW STE 900  
ATLANTA, GA 30309

**Mailing Address:** 1075 PEACHTREE ST NE STE 3650  
ATLANTA, GA 30309

**Owner:**

**License Number:** LGB-040430-2020

**License Type:** General Business License

**Issued Date:** 1/3/2024

**Classification:** Other Services except Public Administration

**Expiration Date:** 12/31/2024

*Mohamed Balla*

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

**TO BE POSTED IN A CONSPICUOUS PLACE**

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: JAT Consulting Services, Inc.

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

Professional License Type: General

Professional License Number: 76678

Expiration Date of License: 12-31-2024

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

Signed: 

Date: 1-26-24

**(ATTACH COPY OF LICENSE)**



# COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649  
(770) 528-8410

BUSINESS LOCATION

**1301 SHILOH RD 1430**

DATE ISSUED

**01-01-2024**

**D/B/A JAT CONSULTING SERVICES INC  
JAT CONSULTING SERVICES INC  
1301 SHILOH RD, 1430  
KENNESAW, GA 30144**



CERTIFICATE NUMBER

**76678**

FOR YEAR

**2024**

CERTIFICATE EXPIRES

**12-31-2024**

TYPE **GENERAL**



**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: **D. CLARK HARRIS**

Performing work as: Prime Contractor \_\_\_\_\_ Subcontractor/Sub-Consultant

Professional License Type: **N/A**

Professional License Number: **N/A**

Expiration Date of License: **N/A**

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



Signed: Dorothy C. Harris, President/CEO

Date: **January 28, 2024**

**(ATTACH COPY OF LICENSE)**



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **D. CLARK. HARRIS, INC.** Control Number: **K408271**

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

Business Purpose: **NONE**

Principal Office Address: **313 Elizabeth Blvd, Alpharetta, GA, 30009, USA** Date of Formation / Registration Date: **3/28/1994**

State of Formation: **Georgia** Last Annual Registration Year: **2025**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **DOROTHY C HARRIS**

Physical Address: **313 Elizabeth Blvd, Alpharetta, GA, 30009, USA**

County: **Forsyth**

### OFFICER INFORMATION

Name	Title	Business Address
DOROTHY C HARRIS	CFO	313 Elizabeth Blvd, Alpharetta, GA, 30009, USA
DOROTHY C HARRIS	CEO	313 Elizabeth Blvd, Alpharetta, GA, 30009, USA
DOROTHY C HARRIS	Secretary	313 Elizabeth Blvd, Alpharetta, GA, 30009, USA

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
 Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: **The Dragon Group, LLC**

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

Professional License Type: **LEED AP Certificate**

Professional License Number: **10323639-AP+BD+C**

Expiration Date of License: **10/15/2025**

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

Signed:

Date: **1/29/2024**

**(ATTACH COPY OF LICENSE)**



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name:	<b>The Dragon Group, LLC</b>	Control Number:	<b>14089425</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
Business Purpose:	<b>NONE</b>		
Principal Office Address:	<b>504 Fair St. Suite 306i, Atlanta, GA, 30313, USA</b>	Date of Formation / Registration Date:	<b>9/11/2014</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2024</b>

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Yvonne Jackson**  
 Physical Address: **504 Fair St. Suite 306i, Atlanta, GA, 30316, USA**  
 County: **Fulton**

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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# Form E: Local Preference Affidavit

*Not Applicable*

**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 \_\_\_\_\_ 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 within Fulton County boundaries for the business at a fixed, physical, place of business, \_\_\_\_\_ (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 found to be false, the business named herein shall be deemed "non-responsive" and shall not be eligible for award of the applicable contract.

**Not Applicable**

\_\_\_\_\_  
(BUSINESS NAME)

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

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

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

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

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Form F: Service Disable  
Veteran Preference Affidavit

*Not Applicable*



**STATE OF GEORGIA  
COUNTY OF FULTON**

**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 commercial' \_\_\_\_\_ful function, and is 51 percent owned and controlled by one or more individuals who are disabled \_\_\_\_\_ of military service who has been honorably discharged, designated as such by the United States \_\_\_\_\_ of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is found to be false, the business named herein shall be deemed "non-responsive" and shall not be eligible for award of the applicable contract.

**Not Applicable**

\_\_\_\_\_  
(BUSINESS NAME)

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

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

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

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

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT G**  
**OFFICE OF CONTRACT COMPLIANCE**  
**FORMS**

# Exhibit A: Promise of Non-Discrimination





# Exhibit B-1: Schedule of Intended Subcontractor Utilization

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

**Prime Bidder/Proposer Company Name** Heery + Russell, a Joint Venture

**ITB/RFP Name & Number:** 23RFP092723K-JA - Program Management Services for Department of Real Estate and Asset Management

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

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

Or \$  
%

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

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
<b>% of JV</b>	55%	<b>% of JV</b>	45%
<b>Ethnicity</b>	Caucasion	<b>Ethnicity</b>	African American
<b>Gender</b>	Male	<b>Gender</b>	Male
<b>Certified (Y or N)</b>	No	<b>Certified (Y or N)</b>	Yes
<b>Agency</b>	N/A	<b>Agency</b>	City of Atlanta, NMSDC
<b>Date Certified</b>	N/A	<b>Date Certified</b>	COA: 04/02/2026 NMSDC: 06/30/2024,

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

**Exhibit B2 FORM)**

**Total Dollar Value of Certified Subcontractors: (\$)** TBD

**Total Percentage of Certified Subcontractors: (%)** TBD

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

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

**Signature:** Robert Chomiak **Title:** President/CEO

**Business or Corporate Name:** Turner & Townsend Heery, LLC

**Address:** 3550 Lenox Road | Suite 2300, Atlanta, GA 30326

**Telephone:** ( ) 310.601.6708

**Fax Number:** ( ) N/A

**Email Address:** robert.chomiak@turntown.com





# CITY OF ATLANTA

SUITE 5100

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Keisha Lance Bottoms  
Mayor

OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell  
Interim Director

April 2, 2021

Mr. Michael B. Russell  
**H. J. Russell and Company, Inc.**  
171 17<sup>th</sup> Street  
Suite 1600  
Atlanta GA 30363

**ANNIVERSARY DATE: April 2**

Dear Mr. Russell:

Your firm has been certified as a(n) **African American Business Enterprise (AABE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) 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.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years. You will receive a notice to submit a **Biennial Affidavit of No Change** form approximately four (4) weeks prior to your anniversary date. **The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE. Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your certification expiration date.**

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. 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,

Bruce T. Bell, Interim Director  
Office of Contract Compliance

BTB/aa

**Certification #: 2021-26-085**

**Vendor #: 908743**

**Phone #: (404) 330-1000**

**Fax #: (404) 330-0922**

**Business: construction management for general construction, industrial building construction, multifamily housing construction**

THIS CERTIFIES THAT

# H. J. Russell & Company



\* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 926110; 531311; 236220; 236210; 236116

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

06/01/2023

**Issued Date**

AT01377

**Certificate Number**

06/30/2024

**Expiration Date**

  
**Ying McGuire  
NMSDC CEO and President**



**Stacey Key, President and CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



# CITY OF ATLANTA

SUITE 5100  
68 MITCHELL STREET, 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  
Bruce T. Bell  
Interim Director

Andre Dickens  
Mayor

January 11, 2022

Mr. Michael Ross  
**MHR International, Inc.**  
1100 Peachtree Street, Ste. 900  
Atlanta, GA 30309

**ANNIVERSARY DATE: May 27**

Dear Mr. Ross:

Your firm has been certified as a(n) **African American Business Enterprise (AABE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on your original certification letter. **This revised certification letter does not extend your certification period beyond your expiration date of May 27, 2025.** Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

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. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

Approximately six (6) weeks prior to your certification expiration date, you are required to submit the full EBO/SBO application via the Office of Contract Compliance's Supplier Diversity Management System (SDMS).

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

Sincerely,

Bruce T. Bell, Interim Director  
Office of Contract Compliance

BTB/mp

**Certification #: 2020-25-066**

**Vendor #: 2004357**

**Phone #: (404) 880-9602**

**Business: Administrative management and general management consulting services; office administration services**



# CITY OF ATLANTA

SUITE 5100  
68 MITCHELL STREET, 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

Bruce T. Bell  
Interim Director

Andre Dickens  
Mayor

January 11, 2022

Mr. Michael Ross  
**MHR International, Inc.**  
1100 Peachtree Street, Ste. 900  
Atlanta, GA 30309

**ANNIVERSARY DATE: May 27**

Dear Mr. Ross:

Your firm has been certified as a(n) **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on your original certification letter. **This revised certification letter does not extend your certification period beyond your expiration date of May 27, 2025.** Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

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. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

Approximately six (6) weeks prior to your certification expiration date, you are required to submit the full EBO/SBO application via the Office of Contract Compliance's Supplier Diversity Management System (SDMS).

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

Sincerely,

Bruce T. Bell, Interim Director  
Office of Contract Compliance

BTB/mp

**Certification #: 2020-25-076**

**Vendor #: 2004357**

**Phone #: (404) 880-9602**

**Business: Administrative management and general management consulting services; office administration services**



**Department of Purchasing & Contract Compliance**

**Mario Avery, MBA, MCA**  
Contract Compliance Administrator

Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, GA 30303  
[www.fultoncountyga.gov](http://www.fultoncountyga.gov)

Main: (404) 612-6300

January 12, 2022

Mr. Michael Ross  
MHR International, Inc.  
1075 Peachtree Street NE  
Suite 3650  
Atlanta, GA 30309

Dear Mr. Ross:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery  
Contract Compliance Administrator

# Certification Application: View MBE/FBE/SDVBE Recertification Application

[Main](#) [Documents](#) [Signature](#) [Submit](#) [Utilities](#) [Cert List](#)

**MHR International, Inc.**

Status: **Complete & Signed, Pending Submission > [Submit Application](#)**

Type: **MBE/FBE/SDVBE Recertification Application**

Started: **11/27/2023**

App #: **8774574**

**Application is signed and pending submission > [Submit Application](#)**

Print to Printer

Print to PDF File

## MBE/FBE/SDVBE Recertification Application

TYPE	<b>MBE/FBE/SDVBE Recertification Application</b>
CERTIFYING AGENCY	<b>Fulton County</b>
BUSINESS NAME	<b>MHR International, Inc.</b>
CURRENT STATUS	<b>Complete &amp; Signed, Pending Submission &gt; <a href="#">Submit Application</a></b>
APPLICATION NUMBER	<b>8774574</b>
CONTACT PERSON	<b>Jeff Petersen</b>

## Section 1: Business Contact Information

### A.1. Company Name

MHR International, Inc.

### A.2. Address

1100 Peachtree Street NW  
Suite 900  
Atlanta, GA 30309 [\[map\]](#)

### A.2.a. County

Fulton

### A.3. Contact Person

MICHAEL ROSS, President

### A.4. Office Phone

404-880-9602

### A.5. Fax Number

404-880-9622

### A.6. Email Address

barbaradunbar@jatconsulting.net

**A.7. Website Address**

http://www.mhrinternational.com

**Section 2: Certification Information - Business Profile**

**B.1. What certification type are you applying for?**

MBE

**B.2. The firm was established on**

3/9/1992

**B.3. Company Type**

Corporation

**B.4. Date Incorporated**

3/9/1992

**B.5. Gender Status**

Male

**B.6. Minority Status**

African American

**B.7. Is your firm currently certified as an MBE, FBE or SDVBE?**

Yes

Agency	Type of Certification	Renewal/Expiration Date
--------	-----------------------	-------------------------

City of Atlanta	AABE,SBE,EBO,SBO	5/27/2025
-----------------	------------------	-----------

N/A	N/A	
-----	-----	--

N/A	N/A	
-----	-----	--

**B.8. List the PRIMARY NIGP code that applies to your firm.**

NAICS 541618: Other Management Consulting Services

**B.9. List an additional code that applies to your firm.**

NAICS 561110: Office Administrative Services

**B.10. List an additional code that applies to your firm.**

NAICS 541611: Administrative Management and General Management Consulting Services

**B.11. List an additional code that applies to your firm.**

**B.12. List an additional code that applies to your firm.**

**B.13. List an additional code that applies to your firm.**

**B.14. List an additional code that applies to your firm.**

**B.15. References**

Yes

Contract \$ Amount	Scope of Work	Date	Name of Prime Contractor
\$1,009,711	Program Management	7/1/2023	Atlanta Aviation Alliance
\$437,893	Program Management	4/1/2018	Fulton County Government
\$661,230	Program Management	7/1/2023	Jacobs HT Russell

**B.16. Business References**

Company/Organization Name	Contact Person	Phone Number	Nature of the Work Performed
Greenburg Traurig	Ernest Greer	678-553-2100	Attorney at Law

**Section 3: Ownership and Partnership**

**C.1. Is the majority of the ownership interest of this business owned by one or more women, and/or members of a minority race, and/or members of a SDVBE?**

Name	Title	Home Phone & Address	Gender	Ethnicity	Citizen Status	Date of Ownership	Ownership/Voting Percent	Hours Worked Weekly
Michael H. Ross	President	Home Phone:678-642-1078 Home Address:275 13th Street NE #1201 Atlanta, GA 30309	Male	Black American	U.S. Citizen	3/9/1992	100.0%	40

**C.2. Do the owners report as their personal income for local, state, and federal income tax purposes, the funds from this partnership?**

No

**C.3. Shares Issued**

	Authorized Shares	Issued Shares
Common Stock	100	100
Preferred Stock	0	0
<b>Total Shares</b>	<b>100</b>	<b>100</b>

**C.4. Stock Owners**

Michael H Ross 100% shares, African American, Male, SS# 255-96-3753

**C.5. Stock Owners**

Name/Title Ownership %



N/A 0.0%

### Section 4: Corporation

**D.1. Is this business organized as a corporation in which a majority of the common stock is owned by one or more women, and/or SDVBE?**

Yes

**D.4. If the answer to (1) is yes, do these stockholders report as their personal income for local, state, and federal income tax purposes?**

No

### Section 5: Control - Officers and Board of Directors

#### E.1. Officers and Board of Directors

Name	Racial/Ethnic Group	Gender	Title/Position	Date of Service
Michael H. Ross	African American	Male	President	3/9/1992

### Section 6: Control - Financial Information

#### F.1. Bonding Information

No

### Mandatory Documents

#### Current Financial Statement

[MHR December 2022 financials-jp.pdf](#) (PDF, 19.98 KB)

**Attached** by Jeff Petersen on 11/27/2023

#### Last Federal Tax Return

[MHR Int l 2022 Form 1120S.pdf](#) (PDF, 1.64 MB)

**Attached** by Jeff Petersen on 11/27/2023

### Electronic Signature

SIGNATURE

***Barbara Dunbar***

TITLE

**Office Manager**

ORGANIZATION	<b>MHR International, Inc.</b>
DATE	<b>11/27/2023</b>
IP NUMBER	<b>50.79.135.13</b>
TOKEN	<b>9988F0281A583ED867B7C9A0E40B2E2BD47F5DFFBB232BC823...</b>

[Customer Support](#)

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**From:** [Jo Ann Tuttle](#)  
**To:** [Barbara Dunbar](#)  
**Subject:** FW: Fulton County: Recertification Letter  
**Date:** Tuesday, December 20, 2022 4:01:46 PM  
**Attachments:** [~WRD0000.jpg](#)  
[image001.png](#)

**Jo Ann Tuttle, President**



1301 Shiloh Road, Suite 1430 • Kennesaw, GA 30144  
770-975-7359(O) • 770-975-1195 (F)  
<http://www.jatconsulting.net>

**From:** Fulton County <[fultoncountyga@diversitycompliance.com](mailto:fultoncountyga@diversitycompliance.com)>  
**Sent:** Tuesday, December 20, 2022 2:01 PM  
**To:** Jo Ann Tuttle <[joanntuttle@jatconsulting.net](mailto:joanntuttle@jatconsulting.net)>  
**Subject:** Fulton County: Recertification Letter



Ms. Jo Ann Tuttle  
JAT Consulting Services, Inc  
1301 Shiloh Road NW  
Suite 1430  
Kennesaw, GA 30144-7165

Dear Ms. Tuttle:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404)



**Department of Purchasing & Contract Compliance**

**Mario Avery, MBA, MCA**  
Contract Compliance Administrator

Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, GA 30303  
[www.fultoncountyga.gov](http://www.fultoncountyga.gov)

Main: (404) 612-6300

October 6, 2023

Mrs. Dorothy C. Harris  
D. Clark Harris, Inc.  
225 Banks Road  
Fayetteville, GA 30214

Dear Mrs. Harris:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery  
Contract Compliance Administrator

## Certified Profile

CLOSE WINDOW 

[Print](#)

### Business & Contact Information

**BUSINESS NAME**                                **The Dragon Group, LLC**

**OWNER**    **Ms. Yvonne Dragon**

**ADDRESS**     **504 Fair Street**  
**Atlanta, GA 30316** [\[map\]](#)

**PHONE**    **770-312-5437**

**EMAIL**    [ydragon@thedragongrp.com](mailto:ydragon@thedragongrp.com)

**WEBSITE**     <http://thedragongrp.com/>

### Certification Information

**CERTIFYING AGENCY**                                **City of Atlanta**

**CERTIFICATION TYPE**                                **AABE - African American Business Enterprise**

**EXPIRATION DATE**                                        **9/2/2025**

**CERTIFIED BUSINESS DESCRIPTION**        **236 Construction of Buildings**

### Commodity Codes

Code	Description
NAICS 236220	Commercial and Institutional Building Construction
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services

### Additional Information

## Certified Profile

CLOSE WINDOW 

[Print](#)

### Business & Contact Information

BUSINESS NAME **The Dragon Group, LLC**

OWNER **Ms. Yvonne Dragon**

ADDRESS **504 Fair Street  
Atlanta, GA 30316 [\[map\]](#)**

PHONE **770-312-5437**

EMAIL **[ydragon@thedragongrp.com](mailto:ydragon@thedragongrp.com)**

WEBSITE **<http://thedragongrp.com/>**

### Certification Information

CERTIFYING AGENCY **City of Atlanta**

CERTIFICATION TYPE **SBE - Small Business Enterprise**

EXPIRATION DATE **9/2/2025**

CERTIFIED BUSINESS DESCRIPTION **236 Construction of Buildings**

### Commodity Codes

Code	Description
NAICS 236220	Commercial and Institutional Building Construction
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services

### Additional Information

## Certified Profile

CLOSE WINDOW 

[Print](#)

### Business & Contact Information

BUSINESS NAME **The Dragon Group, LLC**

OWNER **Ms. Yvonne Dragon**

ADDRESS **504 Fair Street  
Atlanta, GA 30316 [\[map\]](#)**

PHONE **770-312-5437**

EMAIL **[ydragon@thedragongrp.com](mailto:ydragon@thedragongrp.com)**

WEBSITE **<http://thedragongrp.com/>**

### Certification Information

CERTIFYING AGENCY **City of Atlanta**

CERTIFICATION TYPE **FBE - Female Business Enterprise**

EXPIRATION DATE **9/2/2025**

CERTIFIED BUSINESS DESCRIPTION **236 Construction of Buildings**

### Commodity Codes

Code	Description
NAICS 236220	Commercial and Institutional Building Construction
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services

### Additional Information

# Exhibit B-2: Subcontractors to be Used in the Performance of Work if Awarded



**EXHIBIT B2 FORM**  
**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE**  
**PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

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

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Michael Ross Intl.	mross@mhrinternational.com	Atlanta, GA   404-880-9602	African American	City of Atlanta   Fulton County	AABE   SBE   MBE	Project Management	TBD	TBD
D. Clark Harris, Inc.	harr4432@bellsouth.net	Alpharetta, GA   404-218-3453	N/A	Fulton County	FBE   MBE	Administrative/ Project Controls	TBD	TBD
JAT Consulting Services, Inc.	joanntuttle@jatconsulting.net	Kennesaw, GA   770-975-7359	N/A	Fulton County	FBE   MBE	Project Controls	TBD	TBD
The Dragon Group	rdragon@thedragongrp.com	Atlanta, GA   770-312-5437	African American	City of Atlanta	AABE   SBE   FBE	Sustainability	TBD	TBD

**EXHIBIT C  
FORM SUBCONTRACTOR**

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

<b>Subcontractor/ Supplier</b>	<b>Business Address</b>	<b>Contact Name</b>	<b>Contact Email Address</b>	<b>Contact Phone</b>	<b>Scope of Work</b>	<b>Certification Designation</b>	<b>Result of Contact</b>
Michael Ross Intl.	1100 Peachtree St. NE   Suite 900 Atlanta, GA 30309	Michael Ross	mross@mhrinternational.com	404-880-9602	Project Management	AABE   SBE   MBE	Added to Team
D. Clark Harris, Inc.	313 Elizabeth Boulevard Alpharetta GA 30009	Dorothy Harris	harr4432@bellsouth.net	404-218-3453	Administrative/ Project Controls	FBE   MBE	Added to Team
JAT Consulting Services, Inc.	1301 Shiloh Rd NW Kennesaw, GA 30144	Joann Tuttle	joanntuttle@jatconsulting.net	770-975-7359	Project Controls	FBE   MBE	Added to Team
The Dragon Group	504 Fair St SW #306i Atlanta, GA 30313	Randall Dragon	rdragon@thedragongrp.com	770-312-5437	Sustainability	AABE   SBE   FBE	Added to Team

23RFP092723K-JA - Program Management Services for Department of Real Estate

**Name:** Turner & Townsend Heery, LLC

**Project # & Title:** and Asset Management

**Printed Signature:** 

**Date:** 01/30/2024

**EXHIBIT H  
INSURANCE AND RISK MANAGEMENT  
FORMS**

# Indemnification & Hold Harmless Agreement

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

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

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

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

## **PROTECTION OF PROPERTY**

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

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

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its

employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

-  
-

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

COMPANY: Turner & Townsend Heery, LLC SIGNATURE:   
\_\_\_\_\_

NAME: Robert Chomiak TITLE: President/CEO  
\_\_\_\_\_

DATE: 01/30/2024  
\_\_\_\_\_











# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**10/01/2024**

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

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

<b>PRODUCER</b> Lockton Companies LLP The St Botolph Building 138 Houndsditch London EC3A 7AG	<b>CONTACT NAME:</b> Jack Turner <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Jack.Turner@lockton.com  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Lloyd's Syndicate 1886 (QBE) - Lead Insurer</td> <td>AA-1120054</td> </tr> <tr> <td><b>INSURER B:</b> Lloyd's Syndicate 2488 (Chubb)</td> <td>AA - 1128488</td> </tr> <tr> <td><b>INSURER C:</b> Allianz Global Corporate and Specialty SE</td> <td>AA-1344102</td> </tr> <tr> <td><b>INSURER D:</b> Lloyd's Syndicate 1686 (Axis)</td> <td>AA - 1120156</td> </tr> <tr> <td><b>INSURER E:</b> Royal and Sun Alliance Insurance Ltd</td> <td>AA-1121275</td> </tr> <tr> <td><b>INSURER F:</b> Endurance Worldwide Insurance Ltd</td> <td>AA-1124129</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Lloyd's Syndicate 1886 (QBE) - Lead Insurer	AA-1120054	<b>INSURER B:</b> Lloyd's Syndicate 2488 (Chubb)	AA - 1128488	<b>INSURER C:</b> Allianz Global Corporate and Specialty SE	AA-1344102	<b>INSURER D:</b> Lloyd's Syndicate 1686 (Axis)	AA - 1120156	<b>INSURER E:</b> Royal and Sun Alliance Insurance Ltd	AA-1121275	<b>INSURER F:</b> Endurance Worldwide Insurance Ltd	AA-1124129
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<b>INSURER E:</b> Royal and Sun Alliance Insurance Ltd	AA-1121275														
<b>INSURER F:</b> Endurance Worldwide Insurance Ltd	AA-1124129														
<b>INSURED</b> Turner & Townsend Heery, LLC 3550 Lenox Road NE, Ste. 2300 Atlanta, GA 30326 404.504.7900															

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Indemnity			OCP24039047A	07/01/2024	06/30/2025	USD 5,000,000 USD 5,000,000 Per claim, limited to in the aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 23RFP092723K-JA Program Management Services for Department of Real Estate and Asset Management

**CERTIFICATE HOLDER**

**CANCELLATION**

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

Certificate Of Completion

Envelope Id: A9E105DFD7D347A19CD868F9BADC23B4 Status: Completed
Subject: Please Sign 23RFP092723K-JA, Program Management Services DREAM| BOC Meeting: 10-2-24| Item 24-0648
Parcel ID:
Source Envelope:
Document Pages: 146 Signatures: 6 Envelope Originator:
Certificate Pages: 7 Initials: 0 Janett L. Adams
AutoNav: Enabled Stamps: 2 141 Pryor Street
Envelopeld Stamping: Enabled Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Atlanta, GA 30303
Canada) janett.adams@fultoncountyga.gov
IP Address: 24.125.184.157

Record Tracking

Status: Original Holder: Janett L. Adams Location: DocuSign
10/10/2024 7:10:41 PM janett.adams@fultoncountyga.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Fulton County Government Location: DocuSign

Signer Events

Heather Mckeen Signature Completed Timestamp
heather.mckeen@turntown.com Using IP Address: 73.82.103.120
Security Level: Email, Account Authentication (None) Sent: 10/10/2024 7:36:52 PM
Viewed: 10/13/2024 11:05:22 AM
Signed: 10/13/2024 11:07:21 AM

Electronic Record and Signature Disclosure:
Accepted: 10/13/2024 11:05:22 AM
ID: ed76811e-81ee-4099-aae4-6578fd4823ef

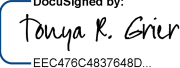

Rob Chomiak DocuSigned by: Sent: 10/13/2024 11:07:25 AM
Rob.chomiak@turntown.com Rob Chomiak Viewed: 10/14/2024 10:56:54 PM
President BFBFD589E5903402... Signed: 10/14/2024 10:57:16 PM
Security Level: Email, Account Authentication (None) Signature Adoption: Pre-selected Style
Using IP Address: 99.153.141.42
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 10/14/2024 10:56:54 PM
ID: 2bfddfbf-d111-4c10-814f-f7949164cdf7

Carolyn Norwood Signed by: Sent: 10/14/2024 10:57:21 PM
carolyn.norwood@turntown.com Carolyn Norwood Viewed: 10/15/2024 3:14:26 PM
Security Level: Email, Account Authentication (None) 0DEE1722E7B64E9... Signed: 10/15/2024 3:16:49 PM
Signature Adoption: Pre-selected Style
Using IP Address: 208.68.247.150

Electronic Record and Signature Disclosure:
Accepted: 10/15/2024 3:14:26 PM
ID: 207f611a-8dfd-43c7-9574-6f2c72eb25d5



Signer Events	Signature	Timestamp
<p>Tonya R. Grier  tonya.grier@fultoncountyga.gov  Clerk to the Commission  Fulton County  Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:    EEC476C4837648D...  </p>	<p>Sent: 10/27/2024 11:31:13 AM  Viewed: 10/27/2024 5:10:20 PM  Signed: 10/27/2024 5:10:49 PM</p>

Signature Adoption: Pre-selected Style  
Using IP Address: 99.96.24.191  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Accepted: 3/16/2018 10:54:59 AM  
ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

Janett L. Adams  
janett.adams@fultoncountyga.gov  
Assistant Purchasing Agent  
Fulton County Government  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 174.209.193.123  
Signed using mobile

Sent: 10/27/2024 5:10:56 PM  
Viewed: 10/27/2024 5:11:56 PM  
Signed: 10/27/2024 5:12:41 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dian DeVaughn  
dian.devaughn@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)

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Sent: 10/27/2024 5:12:47 PM  
Viewed: 10/28/2024 10:52:01 AM

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Not Offered via DocuSign

Khandi Flowers  
khandi.flowers@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)

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Sent: 10/27/2024 5:12:49 PM  
Viewed: 10/28/2024 8:14:42 AM

**Electronic Record and Signature Disclosure:**  
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/10/2024 7:36:52 PM
Certified Delivered	Security Checked	10/27/2024 5:11:56 PM
Signing Complete	Security Checked	10/27/2024 5:12:41 PM
Completed	Security Checked	10/27/2024 5:12:49 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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