

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:

CONTRACTOR:

BENCHMARK MANAGEMENT, LLC.

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox

DocuSigned by:

Eskender Abebe

4403E54DB8E040A...

Eskender Abebe

President

Attest ☒ Notary

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

Denzel Stewart

2277A2CE73F4E4

Office of the County Attorney

Tanya D. Winfrey

Notary Public

APPROVED AS TO CONTENT:

County: DeKalb

DocuSigned by:

David Clark

65CE1C9FDD834B8...

David Clark

Director

Public Works Department

Commission Expires: May 27, 2025

(Affix Notary Seal)

DocuSigned by:



Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: <u>2021-0574F</u>	RCS: <u>8/4/2021</u>	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2021

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

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

PRODUCER JLM Risk Management Group 1201 Peachtree St. NE Building 400, Suite 300 Atlanta, GA 30361 Joseph Moore	CONTACT NAME: Joe Moore PHONE (A/C, No, Ext): 404-874-2929 FAX (A/C, No): 8445015697 E-MAIL ADDRESS: jjohnson@jlmriskmgmt.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER B : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER C : Star Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D : Evanston</td> <td>35378</td> </tr> <tr> <td>INSURER E : Progressive</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Colony Insurance Company	39993	INSURER B : Lloyds of London	085202	INSURER C : Star Insurance Company		INSURER D : Evanston	35378	INSURER E : Progressive		INSURER F :	
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INSURED BenchMark Management, LLC Eskender Abebe Centennial Tower 101 Marietta St, NW Ste2000 Atlanta, GA 30303															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	Y		103 GL 0027618-02	02/13/2021	02/13/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contract.Protect						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ INCLUDED
E	<input type="checkbox"/> AUTOMOBILE LIABILITY	Y		948429712	04/19/2021	04/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> NON-OWNED AUTOS						comp/colli \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y		XS174163	02/13/2021	02/13/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	WC 0871851	03/07/2021	03/07/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			10143L210281	04/02/2021	04/02/2022	Occ/Agg 3,000,000
D	Property			1AA309562	02/13/2021	02/13/2022	BPP 27,000

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

Re: Project #21RFP129860K-JAJ (F)
Standby Engineering Services for Department of Public Works.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Attn: Purchasing and contract Compliance Department 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303-3459	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Fulton County Government, Its Officials, Officers, and Employees are included as additional insured per written contract or written agreement with respect to general liability, auto liability, and umbrella liability policies. Included Primary and Non-contributory wording. Waiver of subrogation applies to the Workers' compensation policy.



CONTRACT DOCUMENTS FOR
21RFP129860K-JAJ (F)
Standby Engineering Services
For
DEPARTMENT OF PUBLIC WORKS

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EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES:

APPENDIX 1:

- 1. Wastewater Review Checklist**
- 2. Water Distribution Review Checklist**

CONTRACT AGREEMENT

Consultant: **Benchmark Management, LLC.**

Contract No.: **21RFP129860K-JAJ**

Address: **101 Marietta Street, Suite 2000**
City, State **Atlanta, GA. 30303**

Telephone: **404-581-9656**

Email: **eabebe@bmmlc.com**

Contact: **Eskender Abebe**
President

This Agreement made and entered into effective the 1st day of August, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **Benchmark Management, LLC**, hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Consultant to perform on-call engineering services, hereinafter, referred to as the “**Project**”.

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work

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

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 August 4, 2021 Item # 21-0574.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform Standby Engineering Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. CONTRACT TERM

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

a. 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.

b. 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.

c. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 10. COMPENSATION

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

The total contract amount for the Project shall not exceed **\$200,000.00**, which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 12. SUSPENSION OF WORK

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

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

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

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

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

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

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

ARTICLE 21. REVIEW OF WORK

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

ARTICLE 22. INDEMNIFICATION

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

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

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

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

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

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

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential

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

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

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

ARTICLE 23. **CONFIDENTIALITY**

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

County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

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

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

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

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

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 31. **AUDITS AND INSPECTORS**

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

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

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Public Works
140 Pryor Street, Suite 600
Atlanta, Georgia 30303
Telephone: 404-612-7485
Email: terry.peters@fultoncountyga.gov
Attention: Terry Peters

With a copy to:

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

Notices to Consultant shall be addressed as follows:

Benchmark Management, LLC
101 Marietta Street, Suite 2000
Atlanta, GA 30303
Telephone: 404-5819656
Email: eabebe@bmmlc.com
Attention: Eskender Abebe

ARTICLE 35. **JURISDICTION**

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

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

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

ARTICLE 40. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountygga.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.

ADDENDA



Date: June 7, 2021

Project Number: 21RFP129860K-JAJ

Project Title: Standby Engineering Services

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

ADDENDUM NO. 1

- Insurance and Risk Management Provisions (attached)
- The date for receipt of Proposals is hereby extended until June 14, 2021.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 7 day of June, 2021.

BenchMark Management, LLC

Legal Name of Bidder/Proposer

Esther Akere

Signature of Authorized Representative

President

Title

Insurance and Risk Management Provisions

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

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

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

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

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3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY Per Occurrence/Aggregate \$2,000,000/\$2,000,000

5. PROFESSIONAL LIABILITY Per Occurrence or Claim/Aggregate - \$1,000,000/\$3,000,000

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

**If Contractors will access Fulton County networks, systems, servers and/or any applications of information technology in performance of contracted services, Cyber Liability Insurance is also required.*

6. CYBER LIABILITY Insurance appropriate to the Contractors profession with limits not less than 3,000,000, per occurrence or claim/3,000,000 policy aggregate is required. The coverage should be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this contract.

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 (11/85) version), its' equivalent or on a blanket basis.

In order to make sure that the County and Contractor are provided with protection and to verify the availability of insurance the Additional Insured Box must be marked "Y" for Commercial General Liability, Automobile Liability and Umbrella and the Subrogation Waiver Box must be marked "Y" for Workers Compensation and Employer's Liability.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County. For any claims related to this contract, the Contractor/Consultant insurance coverage shall be primary coverage at least as broad as ISO CG 20 02 04 13 as respects Fulton county, its offices, officials, employees and volunteers.

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

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

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

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

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

Important:

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

USE OF PREMISES

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or

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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: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____



Date: June 8, 2021

Project Number: 21RFP129860K-JAJ

Project Title: Standby Engineering Services

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

ADDENDUM NO. 2

- Questions and Answers (attached)

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 8 day of June, 2021.

BenchMark Management, LLC

Legal Name of Bidder/Proposer

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

Signature of Authorized Representative

President

Title

1. Question. The list in **3.2.2 Required Submittals**, RFP page 20, only includes subsections a. through g. (Sections 1-7) for Item 3, Technical Proposal; however, **3.6 Technical Proposal Format and Content** (RFP pages 35-36) includes Section 8 – Cost, Section 9 – Proposer Financial Information, and Section 10 – Disclosure Form and Questionnaire as part of the Technical Proposal.
 - Should these items be included as Sections 8-10 of the Technical Proposal?
 - Or should we refer to the list on page 20 for organization as follows:
 - Include Section 8 as Item 8 – Cost Proposal
 - Include Section 9, Proposer Financial Information after the Cost Proposal? (This is not included in the list on page 20)
 - Include Section 10, Disclosure Form and Questionnaire in Item 4, Purchasing Forms

Answer: See answer to question 3 below.

2. Question. The description for Section 7 – Service Disabled Veterans Preference in **3.6 Technical Proposal Format and Content** on page 35 refers to Form I, Service Disabled Veterans Preference Affidavit; whereas **5.1 Proposal Forms and Description** refers to this as Form F. Is there a separate Form I that should be completed? Or should we use Form F instead?

Answer. The form in the document should be used.

3. Question: The description for the Contract Compliance Forms (Exhibits A & C) included within **Section 6 – Contract Compliance Requirements** (PDF page 54) says: All Contract Compliance documents Exhibits A, C and the EBO Plan are to be placed in a separate sealed envelope clearly marked “CONTRACT COMPLIANCE”
 - Are these documents meant to be submitted as a separate PDF?
 - BidNet allows for two separate uploads (Envelope 1 – Technical Proposal and Envelope 2 – Pricing and Financial Information). If so, are the Contract Compliance forms the only items that should be submitted separately? Or should we include the Cost Proposal and Proposer Financial Information as part of Envelope 2 as shown below?
 - Envelope 1 (single PDF):
 - 1. Form A
 - 2. Form B
 - 3. Technical Proposal (Sections 1-7)
 - 4. Purchasing Forms
 - 6. Proof of Insurance
 - 7. Acknowledgement of each Addendum
 - Envelope 2 (separate PDFs):
 - 5. Contract Compliance Forms
 - 8. Cost Proposal
 - 9. Proposer Financial Information

Answer: The submittal format shown directly above is how the documents should be submitted through Bid Net Direct. Any contract exceptions should be submitted in envelope 1 as a separate PDF file.

4. Question: Is there a minimum font size requirement for this proposal?

Answer: A minimum plotted or printed font size of 2.5mm is preferred.

5. In regards to resumes, do we show 2 project references for key personnel only (Project Managers, Senior Engineers and Engineers) or are they included for support service personnel as well?

Answer: Only key personnel are required to provide project references.

6. Are completion dates only required for the two resume projects that contain references, or do all resume projects require completion dates?

Answer: Completion dates are only required for the two required resume projects. Any additional projects do not require completion dates.

7. Question: Will a JV Agreement need to be included in the proposal?

Answer: The JV agreement should be submitted with Contract Compliance Documents in envelope 2.

8. Question: Will Fulton County DPW consider extending the deadline for the proposal

Answer: The proposal deadline is extended until Monday, June 14, 2021

9. Question: Are three project sheets an upper limit or a minimum?

Answer: The three (3) projects are a minimum. A maximum of five (5) projects is preferred.

10. The Technical proposal in Section 3.6 opens with a paragraph describing the example project (pump station and force main), and then underneath this are most of the components of the proposal, including approach, project sheets, resumés and qualifications. Please specify which segments of the proposal are to be focused on the example project and which are to be focused on standby engineering services as described in the scope of work. For example, do you wish for project sheets to focus on similar pump stations, or on standby engineering services overall?

Answer: Section 3.6 refers to the entire standby engineering services for the on-call contract as a whole. The specific sample project plan will be used for presentation to the Evaluation Committee as an example project. The project sheets are to be for the overall standby engineering services.

11. Question: Are 11x17 allowed for project sheets?

Answer: Yes, but only for the sample project plan.

12. Question: On pages 34-35 of the RFP: Under the technical proposal requirements (section 3.6) there is a subsection 8 on cost which only requires rates and is included in the technical proposal. On pages 35-36 of the RFP (Section 3.7), there is additionally a distinct cost proposal which requires filling out the provided cost form

beginning on page 112 of the RFP. Please confirm if it will be acceptable that Section 8 of the technical proposal simply refer the reader to the cost proposal provided in a separate package as per Section 3.7.

Answer: Yes, it is acceptable and preferred to refer the reader to the cost proposal provided in the separate package. Section 8 should read as follows: The total cost for each respondent is line 1-15. The total lowest cost divided by each successive cost times the points allocated for cost equals the cost proposal score.

13. Question: Exhibit 1 (Responsiveness Checklist) is missing from the RFP. Will the County please provide it?

Answer: This is a typo.

14. Question: Please confirm sending questions to james.jones@fultoncountyga.gov is sufficient. RFP page 6 states "Information regarding bid or bid requirements, either procedural or technical, may be obtained by submitting questions to: Purchasing Contact Name: James A. Jones [at email]," however earlier (page 6) the RFP states "Only those responses to questions submitted through BidNet Direct and responded by the county will be official." If we must submit questions through BidNet as well, please provide a submission slot.

Answer: All questions should be submitted to James A. Jones. There is no need to submit any questions through BidNet.

15. Question: **Exhibit 1 Responsiveness Checklist:** Item #1 says hard copies but the current RFQ states that this is an electronic submission. Please verify how you want proposal to be received?

Answer: Electronic submission.

16. Question: **Exhibit 1 Responsiveness Checklist:** Item #5 states cost proposals are to be submitted in a separate envelope....assuming this submission is electronic only, are you wanting this is in separate upload?

Answer: See answer to question 3.

17. Question: **Exhibit 1 Responsiveness Checklist:** Item #6 states financial proposals are to be submitted in a separate envelope....assuming this submission is electronic only, are you wanting this is in separate upload?

Answer: Financials should be submitted in envelope 2 as a separate pdf file.

18. Question: **Section 6 Contract Compliance:** At the end of this section it states to include in a separate sealed envelope....assuming this submission is electronic only, are you wanting this is in separate upload?

Answer: See answer to question 3

19. Question: What section should we include Form A - Georgia Security and Immigration Contractor Affidavit?

Answer: See answer to question 3.

20. Question: What section should we include Form B - Georgia Security and Immigration Subcontractor Affidavit?

Answer: See answer to question 3.

21. Question: **Technical Proposal:** What needs to be included in Section 8 Cost? Please verify what needs to be included in this section since there is also a separate cost proposal document.

Answer: Nothing. The cost proposal should be submitted in envelope 2. See answer to question 3.

22. Question: Is a 9 point font acceptable for this pursuit, as long as it is easily legible.

Answer: A minimum plotted or printed font size of 2.5mm is preferred.

23. Question: Regarding resumes, do you require 2 project references and completion dates for **Key Personnel** (Project Managers, Senior Engineers and Engineers) or should **all resumes** submitted (support personnel) include the requested dates and references.

Answer: Only key personnel are required to provide project references.

24. Question: In Section 3.2.2. (page 19), proof of insurance is requested. Will a sample of proof of insurance suffice for the proposal?

Answer: Submit a Certificate of Insurance showing your coverages.

25. Question: In Section 6, on page 53, can you confirm that only Exhibit A and Exhibit C are required for the proposal? And that Exhibit B, D, and E are required if awarded the project?

Answer: Yes, only Exhibits A and C are required for the proposal. Exhibits D and E are required if awarded the project.

26. Question: If Exhibit B is required, is it also required for sub consultants to provide it for the proposal?

Answer: Disregard Exhibit B.

27. Question; If Exhibit D is required, what do we put in place of the \$ amount since it is an on-call contract?

Answer: Exhibit D is required if awarded the contract. See answer to question 32.

28. Question: Can you clarify what goes in each separate envelope on bidnet/for an e-submittal?

Answer: See answer to question 3.

29. Question: Should each envelope only have one file, or should some items be separate files in the envelope?

Answer: See answer to question 3.

30. Question: Does the cost proposal and EEO documents go in one bidnet "envelope" that is separate from the technical proposal? Or do they go with the financial documents?

Answer: See answer to question 3.

31. Question: Should any contract exceptions be in a separate document? If so, what bid net 'envelope' should that go in for the submittal?

Answer: Provide any contract exceptions in envelope 1 as a separate PDF file.

32. Question: On page 57 (Exhibit C – Schedule of Intended Subcontractor), for each subcontractor a dollar value is requested. Can we put TBD since this is an on-call project?

Answer: TBD cannot be used. The Prime Consultant must put an estimated dollar amount.

33. Question: For the cost proposal, pages 115 and 116 of the cost proposal form specifies information for bidders to sign. Due to this, should sub-consultants only submit pages 112-114 (their rate information) for the proposal? The other information does not seem to pertain to them.

Answer: Yes.

34. Question: For the proposal, how do we provide our base bid amount when we also are required to provide sub consultant rates? Will the sub consultant base rate be different from the primes? Or are they all combined?

Answer: The Subcontractor rate shall use the same rates as the Prime rate.

35. Question: Can you clarify the difference between the requirements in the EBO Plan and the Determination of Good Faith Efforts?

Answer: The EBO plan is an outline plan of action to encourage Prime Consultants to use M/FBE firms available for procurement opportunities. The Good Faith Efforts is an actual written document explaining the efforts of the Prime Consultant to acquire M/FBE firms. In addition, an explanation is warranted as to why M/FBE firms contacted didn't result in a subcontract agreement.

36. Question: Due to length, can the materials for Section 9 – Proposer Financial Information (on page 35) be placed in the end of the document? Or should they be a separate document to be placed with the cost proposal "envelope"?

Answer: See answer to Question 28.

37. Question: Will the rates submitted on the cost proposal form be the rates used for the entire 2-4 years of the contract or will escalation of rates be allowed at renewals?

Answer: The submitted rates will be used for the entire contract time including any renewals.

38. Question: Please clarify how the "schedule of hourly rates" mentioned in the paragraph following the table in the cost proposal form relates to the rates to be input in the table. The paragraph mentions indicating overhead and profit used in the rates but doesn't provide a format for that.

Answer: The rates listed on the Cost Proposal Form include overhead and profit. Please refer to the paragraph at the bottom of Page 4 of 6 of the Cost Proposal Form.

39. Question: Section 3.3.1.C of the request for proposal states "If the Standby's proposal is accepted, the Owner may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization." Will the "not to exceed" amount be determined by the Standby using the hourly rates given in this proposal and then invoiced based on the hours performed?

Answer: Yes.

40. Question: Section 3.3.1.C of the request for proposal states "Whenever services are requested by the Owner, the Standby will submit a written proposal for the project with the scope of services." Will multiple Standbys be asked to prepare proposals for the requested services?

Answer: Typically no, only one Standby will be used for each project unless the size and scope of the project warrants the use of multiple Standbys.

41. Question: Due to the quick turnaround of the Q&A and the proposal deadline, would Fulton County consider an extension so proposers can gather the required information from the addendum?

Answer: Receipt of proposals has been extended until June 14, 2021.

42. Question: Page 22 of the RFP states that "The Standby's Basic Services consist of the five key work areas as described in Paragraphs 2 through 6 and include normal architectural, structural, mechanical and electrical engineering services and any other services included in Section 4 or any other article of this Agreement as part of Basic Services."

Based on the RFP formatting, we were able to identify four work areas. Can you please verify that key work areas are the following and what fifth one was intended:

1. 3.3.2. Research
2. 3.3.3. Design
3. 3.3.4. Construction
4. 3.3.5. Standby Services

Answer: Revise 3.3.1.E. to read "The Standby's Basic Services consist of the four key work areas as described in Paragraphs 3.3.2 through 3.3.5 and include normal architectural, structural, mechanical and electrical engineering services and any other services included in Section 3 or any other article of this Agreement as part of Basic Services. The Owner may request all, some or none of the services identified in this Agreement. When the Owner desires any services contemplated under this Agreement, the Owner will contact the Standby and request a written proposal for the work to be performed on each project."

43. Question: Following up on previous question, are the following also part of the scope?

1. 3.3.6. Owner's Responsibility
2. 3.3.7. Reimbursable Expenses
3. 3.3.8. Standard Project Practices

Answer: Sections 3.3.1 through 3.3.8 are part of the Scope of Work.

44. Question: Can respondents submit qualifications for work areas they are qualified for or is the County's intent for an award to be issued to a team/firm that can respond in full to all items required in the scope of work?

Answer: The intent is to award to teams that can respond in full to all items required in the scope.

45. Question: Can respondents submit qualification to specific portions of above listed key work areas? Example: Under 3.3.4. Construction, if our company is only qualified for sub-items C. Design Support Services and E. Field Representation and under 3.3.5. Standby Services for sub items B. Special Services. Can we submit a proposal for just what we are qualified for or will we need to offer those services as a subcontractor to a larger team?

Answer: You will need to offer your services to a larger team. Responses to partial scopes of work will not be accepted by Fulton County.

46. Question: If responses to partial scope of work items is permitted, can respondents submit as both subcontractors to others as well as submit themselves?

Answer: See answer to question 45.

47. Question: **Proposal Format – Section 1 Executive Summary:** Does item D refer to the sample project listed at the top of section 3.6 or should this be a statement for the on-call contract as a whole?

Answer: Section 3.6 Section 1 Item D. refers to both the on-call contract as a whole and the sample project. The specific sample project will be used for the presentation to the Evaluation Committee if necessary.

48. Question: **Proposal Format – Section 1 Executive Summary:** Does item D refer to the sample project listed at the top of section 3.6 or should this be a statement for the on-call contract as a whole?

Answer: Section 3.6 Section 1 Item D. refers to both the on-call contract as a whole and the sample project. The specific sample project will be used for the presentation to the Evaluation Committee.

49. Question: **Technical Proposal Format – Section 2 Project Plan:** It appears that item E is for us to describe how we will perform that task for the sample project listed at the top of section 3.6, is this assumption correct?

Answer: Section 3.6, Section 2, Item E refers to both the on-call contract as a whole and the sample project. The specific sample project plan will be used for the presentation to the Evaluation Committee.

50. Question: **Technical Proposal Format – Section 3 Project Team Qualifications:** Is item A-D requesting we submit resumes for personnel for the sample project listed at the top of section 3.6 or should the resumes be for the on-call contract as a whole?

Answer: Section 3.6 Section 3 Items A - D. refers to both the on-call contract as a whole and the sample project. The specific sample project will be used for the presentation to the Evaluation Committee.

51. Question: **Technical Proposal Format – Section 4 Relevant Project Experience:** Is item B requesting that we submit three projects similar to the sample project listed at the top of section 3.6 or should they be three similar projects for the on-call contract as a whole?

Answer: Section 3.6 Section 4 Item B. refers to both the on-call contract as a whole and the sample project. The specific sample project plan will be used for the presentation to the Evaluation Committee.

52. Question: **Technical Proposal Format – Section 5 Availability of Key Personnel:** Are you requesting that we show availability for the sample project listed at the top of section 3.6 or for the on-call contract as a whole?

Answer: Section 3.6 Section 5 refers to both the on-call contract as a whole and the sample project. The specific sample project plan will be used for the presentation to the Evaluation Committee.

53. Question: **Technical Proposal Format – Section 8 Cost:** The cost proposal form has preloaded hours of 230 for each position. We are confirming the intent is to utilize our hourly rates with the 230 hours to arrive at the project cost to enter in the form.

Answer: Yes, that is correct.

54. Question: Since the proposal is to be submitted electronically. Can you please confirm how many separate files we should have? Ex: Do you want us to upload a separate file for each the EEO Plan, Cost, Proposal and Financials?

Answer: See answer to question 3.

55. Question: Page 6 references submitting questions through BidNet Direct but don't see where to submit questions through BidNet Direct. BidNet Direct indicates questions are not submitted here. Please clarify.

Answer: Submit questions directly to James A. Jones.

56. Questions: Page 38 references a Responsiveness Checklist attached as Exhibit 1, but none is provided. Please advise.

Answer: That is a typo.

57. Question: Section 7 says Insurance Requirements will be issued as addendum. Please advise.

Answer: The Risk Management and Insurance provisions are included in Addendum 1.

58. Question: On page 38 of the RFP, Section 4.3 there is a reference to a Responsiveness Checklist as Exhibit 1, but I don't see it in the RFP documents.

Answer: That is a typo.

59. Question: During the pre-bid call it was stated that the contract has a max term of 5 years, but the RFP states 3 years. I assume the RFP is correct, but wanted to confirm.

Answer: The contract term is 3 years.

60. Question: At the top of page 36 of the RFP it discusses how the cost proposal score will be calculated as an average hourly rate multiplied by 10 (Section). Should we assume the hourly rates to be provided are for the categories listed on the Cost Proposal Form?

Answer: Yes, the categories listed are to be used with no additional categories.
Correction of that section: The calculation is the total lowest dollar amount divided by each successive amount times the weight for cost.

61. Question: In 3.7 Cost Proposal Format and Content, Section 1 states Proposer shall include an introduction which outlines the contents of the Cost Proposal. Is it the County's intention for additional information be provided beyond filling in the Cost Proposal Form from Section 9 Exhibits?

Answer: No. The Standby can submit additional information separately from the Cost Proposal.

62. Question: In 3.7 Cost Proposal Format and Content, the Cost Proposal Form referenced on Section 9 Exhibits shows a cost proposal is to be submitted as a total bid price using the hypothetical project hours identified in the form. Please confirm the basis and methodology to evaluate the cost component of the RFP as it appears there are 2 methodologies referenced.

Answer: The methodology cited about hourly rates is incorrect. The methodology is as follows: The lowest submitted Cost Proposal Form by the Standby will be awarded the full 10 percentage points. The lowest cost divided by each successive cost times 10 will be the basis for scoring. Standbys will be awarded percentage points based on the formula stated above.

63. Question: Should Section 2. Project Plan, Technical Approach or Project Approach of the Technical Proposal address only the sample project described on RFP page 33, or all types of projects mentioned in the Project Description on page 5?

Answer: Section 3.6, Section 2, refers to both the on-call contract as a whole and the sample project. The specific sample project plan will be used for the presentation to the Evaluation Committee.

64. Question: Page 34, Section 4-Relevant Experience, Item B. Lists to identify three projects for the proposer in last three years. Please confirm there is a limit of three projects required for this section?

Answer: The three (3) projects are a minimum. A maximum of five (5) projects is preferred.

65. Question: Page 34, Section 4-Relevant Experience. Can Fulton County be used as a reference for the project reference?

Answer: Yes.

66. Question: May we submit more than three project descriptions in Section 4 of the Technical Proposal?

Answer: The three (3) projects are a minimum. A maximum of five (5) projects is preferred.

67. Question: Could you please add a labor category for ROW/Land Acquisition services to the Cost Proposal?

Answer: ROW/Land Acquisition Services will be paid through the Owner's Contingency.

68. Question: Bid Bonds are not typically required for professional services. Please advise if this will be a requirement for this RFP?

Answer: Bid Bonds are not required.

69. Question: Please confirm that Section 2 should be written specifically to address the project scope identified in Section 3.6 and not our overall approach to the Standby Engineering contract.

Answer: Section 3.6 Section 2 refers to both the on-call contract as a whole and the sample project. The specific sample project plan will be used for the presentation to the Evaluation Committee.

70. Question: Section 4 – Is it ok to include projects completed for Fulton County? If so, is this preferred?

Answer: Yes, Fulton County projects are acceptable but are not preferred.

71. Question: Section 5 – should the availability by team member be specific to their assumed role on the sample project scope identified in Section 3.6 or should it be for the total duration or first year of the Standby Engineering Services contract?

Answer: Section 3.6 Section 5 refers to both the on-call contract as a whole and the sample project. The specific sample project plan will be used for the presentation to the Evaluation Committee.

72. Question: Do the required submittals listed in Section 3.2.2 need to be uploaded to BidNet as separate files?

Answer: See answer to Question 3.

73. Question: Can we provide additional categories for the cost proposal form

Answer: No

74. Question: In Section 3.6 Section 4 – Relevant Project Experience since project experience is required for both A and B, can we provide more than three project profiles?

Answer: The three (3) projects are a minimum. A maximum of five (5) projects is preferred.

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall perform all work in accordance with the following.

3.3 SCOPE OF WORK

3.3.1. INTENT

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

contact the Standby and request a written proposal for the work to be performed on each project.

3.3.2. RESEARCH

- A. Coordination of project work with specified Department of Public Works representatives. The designated representatives for each project shall be submitted to the Standby by the Owner in writing and shall accompany the initial request for project services (proposal) from Standby.
- B. Research of design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to specific projects.
- C. Support services such as surveying, preparation of plats, legal descriptions, deed research and other services necessary to complete the work requested.
- D. Investigation and determination of requirements related to specific projects (e.g.: utilities, drainage and sewer systems) and coordination of work with others with respect to such projects.

3.3.3. DESIGN

A. Conceptual and Schematic Design Phases

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

B. Design Development Phase

- 1. Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Standby shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2. The Standby shall submit a statement of probable costs to the Owner.

C. Preliminary Design

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

D. Working Drawings and Specifications

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

3.3.4 CONSTRUCTION

A. Proposal

1. The Standby, following the Owner's approval of the Construction Contract Documents and of the latest Statement of Probable Construction cost, shall assist the Owner in obtaining bids and assist in preparing contracts for construction. The Standby may be called upon to prepare a list of prospective bidders for the Owner and to submit recommendations on the award of contracts to the Owner on the bids received. The Standby shall participate

with the Owner in pre-bid conferences (and pre-construction meetings) so as to be informed and assist the Owner in resolving questions and requests on the part of contractors and suppliers concerning the work. The Standby shall recommend to the Owner approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.

B. Construction – Administration of the Construction Contract

1. The Construction tasks will commence with the award of the Contract for Construction and, together with the Standby's obligation to provide Basic Services under this Agreement, will terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, Public Works will request the same Standby which designs a particular project to also manage the construction of that project.
2. Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a project, the Standby shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the Owner's Contract Documents for Construction.
3. The Standby shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.
4. The Standby shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the Standby in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations as a Standby, therefore Standby shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
5. The Standby shall at all times have access to the Work wherever it is in preparation or progress.
6. The Standby shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Standby shall maintain a log of Applications for Payment received, indicating the date and the time received.
7. The signature of the Standby to the Owner, based on the Standby's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated that, to the best of the Standby's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents upon Substantial

Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Application for Payments.

8. The Standby shall reject Work which does not conform to the Contract Documents. Whenever, in the Standby's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Standby will have authority to require special inspection or testing of the Work in progress.
9. The Standby shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Standby's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
10. The Standby shall assist the Owner in the preparation of Change Orders for the Owner's approval execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
11. The Standby shall conduct inspection to determine the Dates of Substantial Completion and final completion, shall receive and forward to Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.
12. The extent of the duties, responsibilities and limitations of authority of the Standby as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Standby.

C. Design Support Services

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

D. Administrative Management

1. The Standby shall conduct inspections of all construction based on their specifications and shall report findings to the Owner. In the event of legal

action, the Standby shall analyze and make recommendations regarding the disposition of claims for or against the Owner.

5. The Standby shall prepare and submit all supplemental agreements and/or change orders for approval by the Owner and others, as required, revise design drawings to show "construction record" (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the Standby shall keep the Owner advised of job costs and provide cost accounting of job costs. Based on information obtained from the Owner and contractor, the Standby shall maintain a PERT (Program Evaluation Review Technique) or CPM (Critical Path Method) or similar scheduling system of all construction under their responsibility and shall adjust and update the schedule as required.

E. Field Representation

1. The Standby, with the approval of the Owner, shall furnish a resident field staff of qualified Standby inspection and surveying personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the working drawings and specifications and to guard the Owner against defects in the work and to keep the Owner informed regarding progress of the work.
2. The field staff shall conduct intermediate and final field observations, including necessary construction material testing and inspection, to assure a completed project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the Owner.
3. The Standby shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Standby is obligated to report promptly to the Owner any known defect or deficiency in the contractor's work materials.

F. Special Services

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

3.3.5. STANDBY SERVICES

A. Basic Services

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

B. Special Services

1. Special services outside the scope of basic services may be provided when authorized in writing by the Owner, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.
2. Providing planning surveys, site evaluations, environmental impact studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
3. Preparing and submitting grant applications for the Owner.
4. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
5. Providing coordination of work performed by separate contractors or by the Owner's own forces.

6. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Standby.
7. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
8. Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
9. Attending and assisting the Owner in arranging any public information meeting or public proceeding.

3.3.6. OWNER'S RESPONSIBILITY

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

- H. The Owner reserves the right to remove any personnel employed by the Standby who is assigned to perform services for Owner's Project.

3.3.7. REIMBURSABLE EXPENSES

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

3.3.8. STANDARD PROJECT PRACTICES

- A. Surveying for Water and Wastewater Projects
1. The consultant shall adhere to all professional surveying practices.
 2. The consultant shall use the pre-established benchmark from the Fulton County Global Positioning System (GIS Monument). No assumed datum is allowed. NAVD 88 shall be used.
 3. For horizontal control, a basic closed and balanced traverse is extended throughout the project area, tied to proposed flagged manhole stakes and significant structures. Throughout the field survey procedure, care is to be taken to keep property owners advised, including preservation of trees, bushes, and other property features.
 4. For vertical control, the existing profile of the proposed route and any alternative routes are extended along the ground. TBM's are set to provide convenient reference.
 5. Preliminary profiles to be made as required to establish adjustments in the horizontal alignment. Cross section for a minimum of 50 feet on each side of centerline at 25 foot intervals, and/or any significant grade change.

6. Upon establishment of pipe line and grade, critical elevations of structures are to be field checked as required to ensure that no further changes needed.
7. A "strip" survey of the fifty (50) foot wide area of construction easement shall be provided, including horizontal and vertical control and locations. Property line definition will be based upon field evidence and other data. Certification of the property lines' authenticity are not included as part of this Contract.
8. All preliminary sketches and field notes shall be subject to Fulton County review, upon request.
9. All manholes shall be flagged and staked with 18" long wooden stakes, as well as centerline of proposed pipe line at 50 foot intervals.

B. Engineering Design for Water and Wastewater Projects

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

C. General Requirements for Water and Wastewater Projects

1. Fulton County Public Works will provide one set of construction detail specifications for sewer and one set of construction specifications for water with standard border for consultant's use on projects assigned. Electronic forms in AutoCAD Release 2017, may be provided upon request.
2. Plan view sheets shall have the following minimum items shown: land lot lines, roads and right-of-way widths, monuments and evidence of property and possession lines, utilities (above and underground), storm sewer facilities, natural waterways, property ownership data, easements, north arrow, scale, wastewater routing, manhole station numbers, deflection angles, critical trees, buffers, erosion control, types of fences, exiting tie-in to wastewater pipe line, legends, general and specific notes, retaining walls, fire hydrants, TBM's, piers, road centerline, first floor elevations of houses to be served, and other normally shown items on such drawings adhering to standard engineering practice.
3. Profile sheets shall have the following minimum items shown: existing grades, proposed wastewater pipe lines, new manholes, existing manholes and pipe lines, underground storm structures and utilities, pipe sizes, horizontal length and slope of proposed pipes, types of pipes, point of change in pipe material, jacking and boring, and other items normally shown on such drawings adhering to standard engineering practice.

4. The consultant shall prepare plans at a scale of 1 inch = 50 foot. Plan and profiles will be shown for all stream crossings and jack and bore locations including any information as required by Georgia Department of Transportation for Utility Encroachment Permit.
5. Prepare technical specifications (in general conformance with the sixteen division format of the Construction Specifications Institute) including invitation to bid, instructions to bidders, bid and contract forms (including bid, performance and/or payment bonds specified by the County) general requirements and supplementary conditions.
6. Obtain approval/permits, if any required, from Corps of Engineers, Georgia Department of Natural Resources, Environmental Protection Division, Georgia Department of Transportation, and Fulton County Department of Environment and Community Development.
7. Provide a detailed construction cost estimate.

D. Plans and Drawings for Water and Wastewater Projects

1. Plans shall include the following: cover sheet, size and type of pipe material, all manholes, valves, appurtenances, fire hydrants, north arrow, scale, typical depth, variations in depth, thrust restraint, water meters, gas meters, fittings, steel casing, existing utilities above and below ground, driveways, paving, bridges, location map, 24 hour contact representative phone number, easement limits, trees to be retained and removed, erosion control structures, curbing, drains and culverts, and connections to new and existing mains.
2. The following items must be indicated in the title block of all drawings:
 - a. Name of Project or Development
 - b. Owner's name and address (Fulton County Public Works)
 - c. Engineer's name, address, and phone number
 - d. Seal of Georgia registered engineer with signature
 - e. North arrow
 - f. Scale (no less than 1" - 100')
 - g. Reference to Fulton County GIS Monument
 - h. Land Lot and District/Section
 - i. Length of line in feet and inches - miles on each plan/profile sheet.
3. Location sketch must be included at a scale of no less than 1" - 2000'.
4. Refer to the Appendix for the Wastewater and Water Checklist for design standards including the general notes.
5. Easement plats with legal descriptions.
6. Erosion control plans are required for all proposed wastewater and water main lines and must include and must meet the minimum standards as required by the Fulton County Erosion Control Ordinance. All plans must be submitted to and approved by the City where the project is located.

E. Easement Requirements (for Water and Wastewater Projects)

PLAT MAP REQUIREMENTS

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

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

A. As-Built Drawings

1. On all design projects constructed for the Technical Services Division of Public Works, as-built drawings are required before the project is considered to be complete. Forms from the Technical Services Division are to be filled out as part of the documentation including the following information:
2. One set of reproducible drawings, one set of PDF formatted drawings, and one copy of drawings coded on a flash drive in AutoCAD Version 2017 or later shall be submitted to the Department. Approval and acceptance of the drawings and computer flash drives will be the basis for final payment.
3. The consultant shall update the County's aerial topographic file using AutoCAD Release 2017 to represent the existing field conditions, in conjunction with the technical specifications, convey the scope, extent and requirements of the facilities to be constructed.

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 \$200,000.00. The detailed costs are provided on the succeeding pages.



eRFP No. 21RFP129860K-JAJ



Section 8: Cost Proposal

June 14, 2021

James Jones
Fulton County Government
Department of Purchasing and Contract Compliance
130 Peachtree Street SW, Suite 1168
Atlanta, Georgia 30303

Re: Request for Proposal 21RFP29860K-JAJ
2021 Standby Engineering Services for
Fulton County Department of Public Works

Subject: Cost Proposal

Mr. Jones,

BenchMark Management is pleased to submit this cost proposal for the above referenced RFP. Our cost proposal is organized in compliance with the instructions included in the RFP.

Our firm fixed hourly billing rates for all costs, direct, indirect, overhead and profit necessary to perform work for RFP 21RFP29860K-JAJ, 2021 Standby Engineering Services for Fulton County Department of Public Works.

The following table provides the overhead rates of BenchMark and its sub-consultants.

Company	Overhead Rate
BenchMark Management	1.74
Sykes Consulting	1.66
ME Cubed	1.60
Long Engineering	1.37
Creative Eye Architects	1.47
MC 2	1.33



COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: [BenchMark Management, LLC](#)

For: **21RFP129860K-JAJ**
2021 Standby Engineering Services

Submitted on June 14, 2021.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 547,950
(Dollar Amount In Numbers)

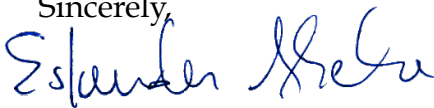
Five hundred forty-seven thousand nine hundred fifty
(Dollar Amount in Words)

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

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

The estimated profit margin is within the industry standard of 8-10%. The fixed hourly billing rates are valid for the first base year plus the optional two (2) yearly renewal periods.

We look forward to working with Fulton County. Should you have any questions, please contact me directly at (404) 668-0048.

Sincerely,

Eskender Abebe, PE
President

BASE BID AMOUNT

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

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
1. Engineer Principal – manages companywide engineering operations and projects	\$220	230	\$50,600
2. Project Manager – manages execution of multidisciplinary project(s)	\$230	230	\$52,900
3. Project Engineer – lead engineer on multidisciplinary project(s)	\$215	230	\$49,450
4. Construction Manager – directs construction administration services	\$175	230	\$40,250
5. Senior Engineer – organizes and leads engineering design team in his/her discipline	\$205	230	\$47,150
6. GA Registered Engineer – independently performs conventional engineering tasks	\$185	230	\$42,550
7. E.I.T. Engineer – conducts limited and specific engineering tasks	\$105	230	\$24,150
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer	\$95	230	\$21,850
9. Georgia Registered Land Surveyor – directs surveying services	\$200	230	\$46,000
10. Field Survey Crew – performs field survey work, construction staking, and as-builts	\$145	230	\$33,350

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
11. Survey Technician / CAD Operator – performs routine survey procedures under the direction of a registered land surveyor / performs computerized drafting under the supervision of a surveyor	\$85	230	\$19,550
12. Registered Landscape Architect – independently performs landscape design functions	\$125	230	\$28,750
13. Sr. Resident Inspector – monitors compliance of construction with plans & specifications	\$115	230	\$26,450
14. Administrator / Secretary – performs administrative, clerical, and accounting functions	\$65	230	\$14,950
OWNER CONTROLLED CONTINGENCY			
15. Owner Controlled Contingency – Geotechnical Engineering; Soils, Concrete, Asphalt, Materials, and Water Quality Testing;	L.S.	1	\$50,000.00
TOTAL BASE BID AMOUNT (lines 1-15)			\$547,950

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

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

Not applicable

Dollars

(\$) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #

1

DATED

6/7/2021

ADDENDUM #

2

DATED

6/8/2021

ADDENDUM #

DATED

ADDENDUM #

DATED

BIDDER: BenchMark Management, LLC

Signed by: Eskender Abebe

Type or Print Name

Title: President

Business Address: 101 Marietta Street NW, Suite 2000

Atlanta, Georgia 30303

Business Phone: (404) 581-9656

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

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

A. Name	B. Address
Eskender Abebe	101 Marietta Street NW, Suite 2000
	Atlanta, Georgia 30303

END OF SECTION

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: [Sykes Consulting - Sub-Consultant](#)

For: **21RFP129860K-JAJ**
2021 Standby Engineering Services

Submitted on June 14, 2021.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount in Words)

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

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

BASE BID AMOUNT

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

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
1. Engineer Principal – manages companywide engineering operations and projects	\$220	230	
2. Project Manager – manages execution of multidisciplinary project(s)	\$230	230	
3. Project Engineer – lead engineer on multidisciplinary project(s)	\$215	230	
4. Construction Manager – directs construction administration services		230	
5. Senior Engineer – organizes and leads engineering design team in his/her discipline	\$205	230	
6. GA Registered Engineer – independently performs conventional engineering tasks	\$185	230	
7. E.I.T. Engineer – conducts limited and specific engineering tasks	\$105	230	
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer	\$ 95	230	
9. Georgia Registered Land Surveyor – directs surveying services		230	
10. Field Survey Crew – performs field survey work, construction staking, and as-builts		230	

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
11. Survey Technician / CAD Operator – performs routine survey procedures under the direction of a registered land surveyor / performs computerized drafting under the supervision of a surveyor		230	
12. Registered Landscape Architect – independently performs landscape design functions		230	
13. Sr. Resident Inspector – monitors compliance of construction with plans & specifications		230	
14. Administrator / Secretary – performs administrative, clerical, and accounting functions	\$ 65	230	
OWNER CONTROLLED CONTINGENCY			
15. Owner Controlled Contingency – Geotechnical Engineering; Soils, Concrete, Asphalt, Materials, and Water Quality Testing;	L.S.	1	\$50,000.00
TOTAL BASE BID AMOUNT (lines 1-15)			

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

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: [Creative Eye Architects - Sub-Consultant](#)

For: 21RFP129860K-JAJ
2021 Standby Engineering Services

Submitted on June 14, 2021.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ (Dollar Amount In Numbers)

(Dollar Amount in Words)

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BASE BID AMOUNT

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

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1. Engineer Principal – manages companywide engineering operations and projects	\$220	230	
2. Project Manager – manages execution of multidisciplinary project(s)	\$230	230	
3. Project Engineer – lead engineer on multidisciplinary project(s)	\$215	230	
4. Construction Manager – directs construction administration services	\$175	230	
5. Senior Engineer – organizes and leads engineering design team in his/her discipline	\$205	230	
6. GA Registered Engineer – independently performs conventional engineering tasks	\$185	230	
7. E.I.T. Engineer – conducts limited and specific engineering tasks	\$105	230	
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer	\$ 95	230	
9. Georgia Registered Land Surveyor – directs surveying services		230	
10. Field Survey Crew – performs field survey work, construction staking, and as-builts		230	

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
11. Survey Technician / CAD Operator – performs routine survey procedures under the direction of a registered land surveyor / performs computerized drafting under the supervision of a surveyor		230	
12. Registered Landscape Architect – independently performs landscape design functions		230	
13. Sr. Resident Inspector – monitors compliance of construction with plans & specifications	\$ 115	230	
14. Administrator / Secretary – performs administrative, clerical, and accounting functions	\$ 65	230	
OWNER CONTROLLED CONTINGENCY			
15. Owner Controlled Contingency – Geotechnical Engineering; Soils, Concrete, Asphalt, Materials, and Water Quality Testing;	L.S.	1	\$50,000.00
TOTAL BASE BID AMOUNT (lines 1-15)			

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

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: Long Engineering - Sub-Consultant

For: 21RFP129860K-JAJ
2021 Standby Engineering Services

Submitted on June 14, 2021.

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

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

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

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

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(Dollar Amount in Words)

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BASE BID AMOUNT

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

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
1. Engineer Principal – manages companywide engineering operations and projects		230	
2. Project Manager – manages execution of multidisciplinary project(s)		230	
3. Project Engineer – lead engineer on multidisciplinary project(s)		230	
4. Construction Manager – directs construction administration services		230	
5. Senior Engineer – organizes and leads engineering design team in his/her discipline		230	
6. GA Registered Engineer – independently performs conventional engineering tasks		230	
7. E.I.T. Engineer – conducts limited and specific engineering tasks		230	
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer		230	
9. Georgia Registered Land Surveyor – directs surveying services	\$200	230	
10. Field Survey Crew – performs field survey work, construction staking, and as-builts	\$145	230	

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
11. Survey Technician / CAD Operator – performs routine survey procedures under the direction of a registered land surveyor / performs computerized drafting under the supervision of a surveyor	\$ 85	230	
12. Registered Landscape Architect – independently performs landscape design functions		230	
13. Sr. Resident Inspector – monitors compliance of construction with plans & specifications		230	
14. Administrator / Secretary – performs administrative, clerical, and accounting functions		230	
OWNER CONTROLLED CONTINGENCY			
15. Owner Controlled Contingency – Geotechnical Engineering; Soils, Concrete, Asphalt, Materials, and Water Quality Testing;	L.S.	1	\$50,000.00
TOTAL BASE BID AMOUNT (lines 1-15)			

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COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: MC Squared - Sub-Consultant

For: 21RFP129860K-JAJ
2021 Standby Engineering Services

Submitted on June 14, 2021.

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

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1. Engineer Principal – manages companywide engineering operations and projects	\$220	230	
2. Project Manager – manages execution of multidisciplinary project(s)	\$230	230	
3. Project Engineer – lead engineer on multidisciplinary project(s)	\$215	230	
4. Construction Manager – directs construction administration services	\$175	230	
5. Senior Engineer – organizes and leads engineering design team in his/her discipline	\$205	230	
6. GA Registered Engineer – independently performs conventional engineering tasks	\$185	230	
7. E.I.T. Engineer – conducts limited and specific engineering tasks	\$105	230	
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer	\$ 95	230	
9. Georgia Registered Land Surveyor – directs surveying services		230	
10. Field Survey Crew – performs field survey work, construction staking, and as-builts		230	

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
11. Survey Technician / CAD Operator – performs routine survey procedures under the direction of a registered land surveyor / performs computerized drafting under the supervision of a surveyor		230	
12. Registered Landscape Architect – independently performs landscape design functions		230	
13. Sr. Resident Inspector – monitors compliance of construction with plans & specifications	\$ 115	230	
14. Administrator / Secretary – performs administrative, clerical, and accounting functions	\$ 65	230	
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15. Owner Controlled Contingency – Geotechnical Engineering; Soils, Concrete, Asphalt, Materials, and Water Quality Testing;	L.S.	1	\$50,000.00
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COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: ME Cubed - Sub-Consultant

For: 21RFP129860K-JAJ
2021 Standby Engineering Services

Submitted on June 14, 2021.

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

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(Dollar Amount In Numbers)

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6. GA Registered Engineer – independently performs conventional engineering tasks	\$185	230	
7. E.I.T. Engineer – conducts limited and specific engineering tasks	\$105	230	
8. Engineering Technician / CAD Operator – performs routine design procedures under direction of an engineer / performs computerized drafting under supervision of an engineer	\$ 95	230	
9. Georgia Registered Land Surveyor – directs surveying services		230	
10. Field Survey Crew – performs field survey work, construction staking, and as-builts		230	

SERVICE	PER HOURLY COST	QUANTITY (hours)	TOTAL HOURLY COST
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14. Administrator / Secretary – performs administrative, clerical, and accounting functions	\$ 65	230	
OWNER CONTROLLED CONTINGENCY			
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TOTAL BASE BID AMOUNT (lines 1-15)			



eRFP No. 21RFP129860K-JAJ

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eRFP No. 21RFP129860K-JAJ

Section 9: **Proposer Financial Information**



BENCHMARK MANAGEMENT, LLC - Full Company View

Saved by **Eskender Abebe** | 06-08-2021

Report as of: 06-08-2021

ACTIVE SINGLE LOCATION

Address: 101 Marietta St Nw Ste 2000, Moved From: 101 Marietta Street Nw Atlanta, Atlanta, Ga, Atlanta, GA, 30303, UNITED STATES

Alerts:

SCORES-AND-RATINGS:TITLE				
Max. Credit Recommendation	PAYDEX® Score	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 90,000	80	88	69	1
	LOW RISK	LOW-MODERATE RISK	LOW-MODERATE RISK	LOW RISK

61-303-5596

United States

45

Partnership

(404) 581-9656

18 years (2003)

November 5, 2003

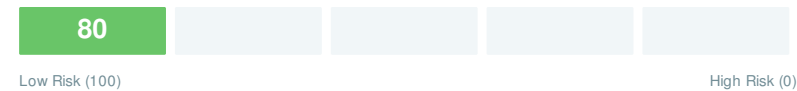
www.bmmilc.com

JAN PRISBY BRYSON, PARTNER

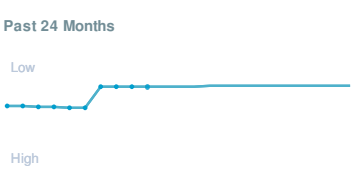
Georgia

Management services

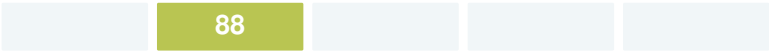
Not publicly traded

PAYDEX® Score

Pays On Time



Delinquency Predictor Percentile

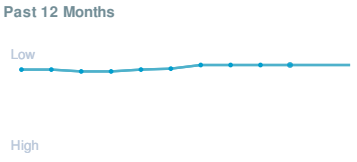


Low Risk (100)

High Risk (1)

Company's risk level is: **LOW-MODERATE**

Probability of delinquency over the next 12 months: **1.76%**



Financial Stress Percentile

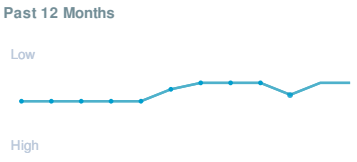


Low Risk (100)

High Risk (1)

Company's risk level is: **LOW-MODERATE**

Probability of failure over the next 12 months: **0.14%**



Supplier Evaluation Risk Rating

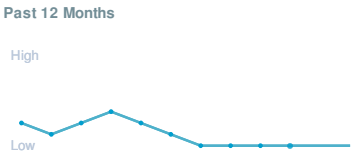


Low Risk (1)

High Risk (9)

Company's risk level is: **LOW**

Low risk of supplier experiencing severe financial stress over the next 12 months



D&B Rating

Current Rating as of 12-17-2020

Previous Rating

Employee Size
1R :
10 employees and over

Risk Indicator
2 :
Low Risk

Employee Size
1R :
10 employees and over

Risk Indicator
3 : Moderate Risk

D&B Viability Rating

Portfolio Comparison Score



Low Risk (1)

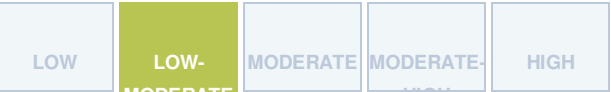
High Risk (9)

Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **2%**

D&B Guidance

Overall Business Risk



Maximum Credit Recommendation

US\$ 90,000

Dun & Bradstreet Thinks...

- Overall assessment of this company: **STABLE CONDITION**
- Based on the perceived sustainability of this company: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the payment behavior of this company: **LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCC	8	03-01-2021

Trade Payments

Highest Past Due			
US\$ 0			
Highest Now Owing	Total Trade Experiences	Largest High Credit	Average High Credit
US\$ 1,000	20	US\$ 35,000	US\$ 3,922

Ownership

We are unable to locate ownership information for this business.
--

Financial Overview

This company has not provided financial statements to D&B.

Inquiries

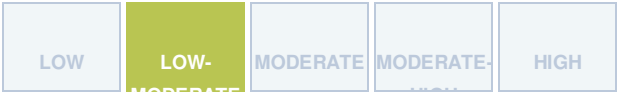
12 Month Summary

Total number of Inquiries	Unique Customers
12	7

Risk Assessment

D&B Guidance

Overall Business Risk



Dun & Bradstreet Thinks...

- Overall assessment of this company: **STABLE CONDITION**
- Based on the perceived sustainability of this company: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the payment behavior of this company: **LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

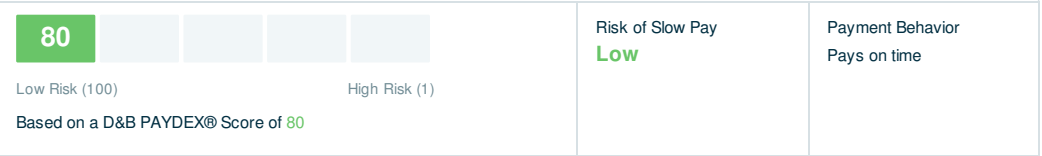
Maximum Credit Recommendation

US\$ 90,000

The recommended limit is based on a low probability of severe delinquency.

PAYDEX® Score

Based on 24 months of data



Business and Industry Trends



Understand My Score

Payment History

Total Last 24 Months: 20

[View All](#)

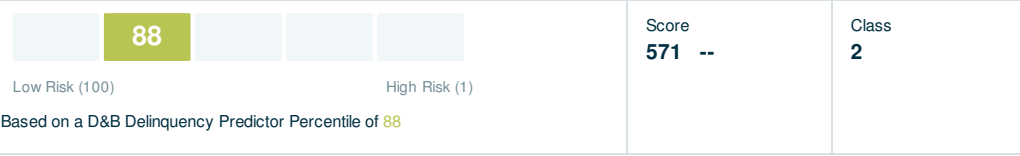
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/21	Pays Promptly	-	250	250	0	1
05/21	Pays Promptly	-	250	0	0	Between 6 and 12 Months

05/21	Pays Promptly	-	500	500	0	1
05/21	Pays Promptly	-	2,500	1,000	0	1
05/21	Pays Promptly	-	35,000	0	0	Between 6 and 12 Months

Keys

PAYDEX®	Payment Practices
100	Anticipate
90	Discount
80	Prompt
70	15 Days Beyond Terms
60	22 Days Beyond Terms
50	30 Days Beyond Terms
40	60 Days Beyond Terms
30	90 Days Beyond Terms
20	120 Days Beyond Terms
1-19	Over 120 Days Beyond Terms
UN	Unavailable

Delinquency Predictor Score

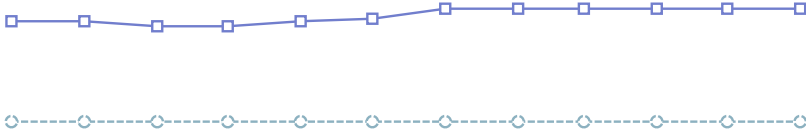


Factors Affecting Your Score:

- Higher risk industry based on delinquency rates for this industry
- Recent high balance past due

Level of risk Low-Moderate	Probability of Delinquency 1.76%	Compared to Businesses in D&B Database 10.2%
--------------------------------------	--	--

Business and Industry Trends



Financial Stress Score

69

Low Risk (100)High Risk (1)

Based on a D&B Financial Stress Percentile of 69

Score

1511 --

Class

2

Factors Affecting Your Score:

Low proportion of satisfactory payment experiences to total payment experiences

Level of risk

Low-Moderate

Probability of Failure

0.14%

Average Probability of Failure for Businesses in D&B Database

0.48%

Business and Industry Trends

Supplier Evaluation Risk Rating

Based on 24 months of data

1

Low Risk (1)High Risk (9)

Factors Affecting Your Score:

Unstable Paydex over last 12 months

Limited business activity signals reported in the past 12 months

Business and Industry Trends

D&B Rating			
Current Rating as of 12-17-2020		Previous Rating	
Employee Size	Risk Indicator	Employee Size	Risk Indicator
1R :	2 :	1R :	3 : Moderate Risk
10 employees and over	Low Risk	10 employees and over	

D&B Viability Rating	

Portfolio Comparison Score

1

Low Risk (1)High Risk (9)

Level of risk

Low

Rating Confidence Level

Robust Predictions

Probability of becoming no longer viable

2%

Percentage of businesses ranked with this score

11%

Average probability of becoming no longer viable

5%

Viability Score

2

Low Risk(1)High Risk (9)

Level of risk

Low

Probability of becoming no longer viable

2%

Percentage of businesses ranked with this score

14%

Average probability of becoming no longer viable

4%

Data Depth Indicator

B

Predictive (A)Descriptive (G)

Rich Firmographics

Extensive Commercial Trading Activity

Basic Financial Attributes

Company Profile

I

Financial Data

Trade Payments

Company Size

Years in Business

Not Available

Available

Medium

Established

Compared to ALL US Businesses within the D&B Database:

Financial Data : Not Available

Trade Payments : Available: 3+Trade

Company Size : Medium: Employees: 10-49 or Sales: \$100K-\$499K

Years in Business : Established: 5+

Trade Payments

Trade Payments Summary

Overall Payment Behavior

0

Pays on time

Highest Now Owning:

US\$ 1,000

% of Trade Within Terms

96%

Total Trade Experiences:

20

Largest High Credit:

US\$ 35,000

Average High Credit:

US\$ 3,922

Highest Past Due

US\$ 0

Total Unfavorable Comments :

0

Largest High Credit:

US\$ 0

Total Placed in Collections:

0

Largest High Credit:

US\$ 0

Trade Payments By Credit Extended	

49

Range of Credit Extended (US\$)	Number of Payment Experiences	% Within Terms
OVER 100,000	0	0
50,000 - 100,000	0	0
15,000 - 49,999	1	100
5,000 - 14,999	0	0
1,000 - 4,999	3	100
UNDER 1,000	7	94

Trade Payments By Industry			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
48 - Communications	2	2,500	
4812 - Radiotelephone commun	1	2,500	100
4813 - Telephone communictns	1	50	100
51 - Wholesale Trade - Nondurable Goods	1	250	
5113 - Whol service paper	1	250	50
61 - Nondepository Credit Institutions	2	250	
6159 - Misc business credit	2	250	100
73 - Business Services	1	500	
7374 - Data processing svcs	1	500	100
87 - Engineering Accounting Research Management and Related Services	2	2,500	
8742 - Management consulting	1	2,500	100
8748 - Business consulting	1	1,000	100
93 - Public Finance Taxation and Monetary Policy	1	100	
9311 - Public finance	1	100	100
96 - Administration of Economic Programs	1	750	
9611 - Admin economic prgm	1	750	100
99 - Nonclassifiable Establishments	1	35,000	
9999 - Nonclassified	1	35,000	100

Trade Lines						
Dispute Payments						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/21	Pays Promptly	-	250	250	0	1

05/21	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	500	500	0	1
05/21	Pays Promptly	-	2,500	1,000	0	1
05/21	Pays Promptly	-	35,000	0	0	Between 6 and 12 Months
04/21	-	Cash account	50	-	-	1
04/21	-	Cash account	250	0	0	Between 2 and 3 Months
04/21	Pays Promptly	-	1,000	100	0	1
03/21	Pays Promptly	-	750	750	0	1
10/20	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
09/20	Pays Promptly	-	100	-	-	1
06/20	-	Cash account	50	-	-	1
06/20	-	Cash account	100	-	-	1
06/20	-	Cash account	100	-	-	1
05/20	-	Cash account	50	-	-	1
05/20	-	Cash account	1,000	-	-	1
05/20	Pays Prompt to Slow 30+	-	250	0	0	Between 6 and 12 Months
05/20	Pays Promptly	-	50	50	0	1
02/20	-	Cash account	0	0	0	Between 6 and 12 Months
02/20	-	Cash account	250	-	-	Between 6 and 12 Months

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments	Liens	Suits	UCC Filings
0 Latest Filing: -	0 Latest Filing: -	0 Latest Filing: -	8 Latest Filing: 03-01-2021

Events	
UCC Filing - Continuation	Dispute UCC Filing

Filing Date	03-01-2021
Filing Number	06021001498
Received Date	03-25-2021
Original Filing Date	07-18-2016
Original Filing Number	06016006123
Secured Party	FIDELITY BANK, ATLANTA, GA
Debtors	BENCHMARK MANAGEMENT, LLC
Filing Office	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
UCC Filing - Continuation	
Filing Date	12-07-2020
Filing Number	04420005494
Received Date	12-17-2020
Original Filing Date	04-13-2016
Original Filing Number	04416001658
Secured Party	FIDELITY BANK, ATLANTA, GA
Debtors	ABEBE, ESKENDER
Filing Office	DEKALB SUPERIOR COURT, DECATUR, GA
UCC Filing - Continuation	
Filing Date	10-05-2020
Filing Number	06020006477
Received Date	10-23-2020
Original Filing Date	01-13-2011
Original Filing Number	06011000239
Secured Party	FIDELITY BANK, ATLANTA, GA
Debtors	BENCHMARK MANAGEMENT LLC
Filing Office	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
UCC Filing - Original	
Filing Date	08-18-2020
Filing Number	03820078960
Received Date	09-22-2020
Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Computer equipment including proceeds and products - and OTHERS

Secured Party	U.S. SMALL BUSINESS ADMINISTRATION, BIRMINGHAM, AL
Debtors	BENCHMARK MANAGEMENT, LLC
Filing Office	COWETA COUNTY SUPERIOR COURT CLERKS OFFICE, NEWNAN, GA
UCC Filing - Continuation	
Filing Date	09-21-2017
Filing Number	04417004502
Received Date	10-05-2017
Original Filing Date	02-27-2013
Original Filing Number	04413000661
Secured Party	FIDELITY BANK, ATLANTA, GA
Debtors	BENCHMARK MANAGEMENT, LLC
Filing Office	DEKALB SUPERIOR COURT, DECATUR, GA
UCC Filing - Original	
Filing Date	07-18-2016
Filing Number	06016006123
Received Date	08-26-2016
Collateral	POLICY NO. 6876268
Secured Party	FIDELITY BANK, ATLANTA, GA
Debtors	BENCHMARK MANAGEMENT, LLC
Filing Office	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
UCC Filing - Continuation	
Filing Date	07-27-2015
Filing Number	06015006526
Received Date	08-06-2015
Original Filing Date	01-13-2011
Original Filing Number	06011000239
Secured Party	FIDELITY BANK, ATLANTA, GA
Debtors	BENCHMARK MANAGEMENT LLC
Filing Office	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
UCC Filing - Original	
Filing Date	02-27-2013

Filing Number	04413000661
Received Date	04-25-2013
Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Timber including proceeds and products - and OTHERS
Secured Party	FIDELITY BANK, ATLANTA, GA
Debtors	BENCHMARK MANAGEMENT, LLC
Filing Office	DEKALB SUPERIOR COURT, DECATUR, GA

Special Events

06-04-2021
Business address has changed from 101 Marietta Street Nw Atlanta, Atlanta, GA, 30303 to 101 Marietta St Nw Ste 2000, Atlanta, GA, 30303.

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Ownership

This business, BENCHMARK MANAGEMENT, LLC is not currently part of a family tree.

Company Profile

Company Overview		
D-U-N-S	Mailing Address	Employees
61-303-5596	United States	45
Business Form	Telephone	Age (Year Started)
Partnership	(404) 581-9656	18 years (2003)
Date Incorporated	Website	Named Principal
November 5, 2003	www.bmmllc.com	JAN PRISBY BRYSON, PARTNER
State of Incorporation		Line of Business
Georgia		Management services
Ownership		
Not publicly traded		

Business Registration	
Corporate and business registrations reported by the secretary of state or other official source as of: 05-21-2021 This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.	
Registered Name	BENCHMARK MANAGEMENT, LLC
Corporation Type	Partnership
Business Commenced On	2003

State of Incorporation	GEORGIA
Registration ID	0360461
Registration Status	ACTIVE/COMPLIANCE
Filing Date	11-05-2003
Where Filed	SECRETARY OF STATE/BUSINESS SERVICES AND REGULATIONS/CORPORATE DIVISION
Registered Agent	
Name	JAN P. BRYSON
Address	345 GLEN IRIS DR., NW;UNIT #7, ATLANTA, GA, 303120000

Principals
Officers
JAN PRISBY BRYSON, MBR-PRES ESKENDER ABEBE, MBR-V PRES

Company Events
The following information was reported on: 06-04-2021
The Georgia Secretary of State's business registrations file showed that Benchmark Management, LLC was registered as a limited liability company on November 5, 2003.
Ownership information provided verbally by Jan Prisby Bryson, MBR-PRES, on Apr 20 2011.
Business started 2003.
JAN PRISBY BRYSON. Antecedents are unknown.
ESKENDER ABEBE. Antecedents are unknown.
Business address has changed from 84 Peachtree St Nw Ste 501, Atlanta, GA, 30303 to 100 Peachtree St Ste 1900, Atlanta, GA, 30303.
Business address has changed from 100 Peachtree St Ste 1900, Atlanta, GA, 30303 to 101 Marietta Street Nw Atlanta, Atlanta, GA, 30303.
Business address has changed from 101 Marietta Street Nw Atlanta, Atlanta, GA, 30303 to 101 Marietta St Nw Ste 2000, Atlanta, GA, 30303.

Business Activities And Employees	
The following information was reported on: 06-04-2021	
Business Information	
Description	Provides management services, specializing in construction management. Provides engineering services, construction or civil engineering and consulting. Terms are undetermined. Sells to undetermined.
Employees	45 which includes partners.
Financing Status	Unsecured
SIC/NAICS Information	

SIC Codes	SIC Description	Percentage of Business
8741	Management services	-
87419902	Construction management	-
87110000	Engineering services	-
87110400	Construction and civil engineering	-
87119903	Consulting engineer	-
NAICS Codes	NAICS Description	
561110	Office Administrative Services	
541330	Engineering Services	
541330	Engineering Services	
541330	Engineering Services	

Government Activity

Dispute Government Activity

Activity Summary

Borrower(Dir/Guar)

No

Administrative Debt

No

Contractor

No

Grantee

No

Party excluded from federal program(s)

No

Possible candidate for socio-economic program consideration

8(A) Firm

Yes

Labor Surplus Area

Yes

Small Business

Yes (2021)

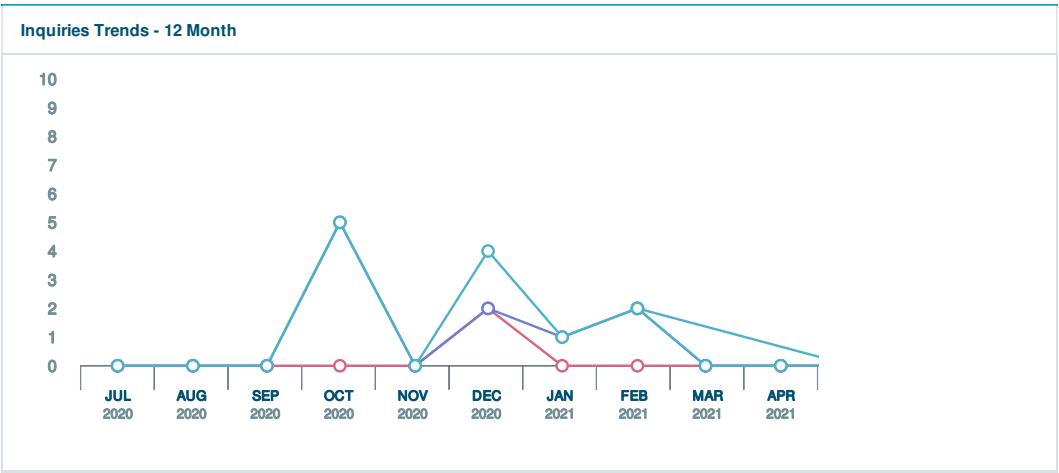
Financials

D&B currently has no financial information on file for this company

Inquiries

Inquiries-Summary - 12 Month	
Total number of Inquiries	Unique Customers
12	7

Inquiries-Summary		
Over the past 12 months ending 6-2021, 12 individual requests for information on your company were received. The 12 inquiries were made by 7 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 7, or 58 % came from the Finance, Insurance and Real Estate; 4, or 33 % came from the Public Administration; 1, or 8 % came from the Services;		
SIC/Sector		
Type		
Date		
SERV - Services		
- Business services, nec	Sales & Marketing Solution	2020-12-14
PUBADMIN - Public Administration		
- General government, nec	D&B Risk Solution	2021-02-20
- General government, nec	D&B Risk Solution	2021-01-08
- General government, nec	D&B Risk Solution	2020-12-15
- General government, nec	Sales & Marketing Solution	2020-12-15
FIR - Finance, Insurance and Real Estate		
- Insurance agents, brokers, and service	D&B Risk Solution	2021-02-14
- Fire, marine, and casualty insurance	D&B Risk Solution	2020-12-02
- National commercial banks	D&B Proprietary Score Request	2020-10-26
- National commercial banks	D&B Risk Solution	2020-10-26
- National commercial banks	D&B Risk Solution	2020-10-26
- National commercial banks	D&B Risk Solution	2020-10-26
- National commercial banks	D&B Risk Solution	2020-10-26



Top-Five-Inquiries	
By SIC Sector	
Finance, Insurance and Real Estate	7
Public Administration	4
Services	1
By Report Type	
D&B Risk Solution	9
Sales & Marketing Solution	2

D&B Proprietary Score Request

1

All-Inquiries

Industry	Total Inquiries	Last 30 Days	Last 90 Days	Last 180 Days	Last 365 Days
Finance, Insurance and Real Estate	7	0	0	1	7
Services	1	0	0	1	1
Public Administration	4	0	0	4	4

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eRFP No. 21RFP129860K-JAJ



2020 Balance Sheet

Balance Sheet

BenchMark Management, LLC

Basis: Accrual

Print accounts with activity

Friday, June 4, 2021

Page 1 of 2

Date Range from: 12/1/2020 to 12/31/2020

Assets

Current Asset

Fidelity - Payroll Account48,554.66

Ameris Bank Money Market150,000.00

Fidelity Bank - Acct 9693686,453.65

Delta Community Credit Union102.44

Petty Cash150.00

Fidelity Bank - 0101250,172.32

Wells Fargo249,985.00

BB&T now Truist249,863.00

Advance720.12

Undeposited Funds-19,641.00

Total1,616,360.19

Receivables

Accounts Receivable1,934,020.98

Total Receivables1,934,020.98

Work In Progress

Work In Progress- Labor129,622.14

Work In Progress - Expenses18.17

Work In Progress - Consultants58,965.20

Work in Progress - Adjustment33,516.22

Total Work In Progress222,121.73

Other Current Assets

Prepaid Expenses17,445.83

Total Other Current Assets17,445.83

Total Current Asset3,789,948.73

Non-Current Asset

Vehicles, Furnishing & Equipment

Office Furniture176,189.40

Total Vehicles, Furnishing & Equipment176,189.40

Software

Software2,792.19

Total Software2,792.19

Accumulated Depreciation & Amortization

Accumulated Depreciation-114,361.76

Total Accumulated Depreciation & Amortization-114,361.76

Machinery & Equipment

Computer Equipment37,849.66

Telephone Equipment8,882.45

Total Machinery & Equipment46,732.11

Other Noncurrent Assets

PB-BenchMark JV2,375.00

Security Deposits26,162.83

Total Other Noncurrent Assets28,537.83

Total Non-Current Asset139,889.77

Total Assets\$ 3,929,838.50

Balance Sheet

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity



eRFP No. 21RFP129860K-JAJ

Friday, June 4, 2021
Page 2 of 2

Date Range from: 12/1/2020 to 12/31/2020

Liabilities and Equity			
Current Liability			
Current Payables			
Accounts Payable	379,224.62		
Total Current Payables		379,224.62	
Payroll Payables			
Salaries Payable	53,269.81		
Total Payroll Payables		53,269.81	
Other Current Liabilities			
401K Plan Payable	.20		
Line of Credit - Fidelity	-265.41		
Interest Payable	-613.89		
Client Prepayments	5,156.08		
Total Other Current Liabilities		4,276.98	
Total Current Liability			436,771.41
Non-Current Liability			
Noncurrent Liabilities			
Deferred Rent	157,012.47		
EIDC Loan - SBA	150,000.00		
Total Noncurrent Liabilities		307,012.47	
Total Non-Current Liability			307,012.47
Equity			
Capital			
Capital Account - Jan P. Bryson	-225,137.94		
Capital Account - Eskender Abebe	-263,621.06		
Capital Account - Anthony Inya-Agha	-196,423.48		
Total Capital		-685,182.48	
Total Equity			-685,182.48
Retained Earnings			
Capital			
Retained Earnings	1,749,760.76		
Net Income	2,121,476.34		
Total Capital		3,871,237.10	
Total Retained Earnings			3,871,237.10
Total Liabilities and Equity			\$ 3,929,838.50



2021 Balance Sheet

Balance Sheet			
		BenchMark Management, LLC	
		Basis: Accrual	
		Print accounts with activity	
		Friday, June 4, 2021	
Date Range from: 5/1/2021 to 5/31/2021		Page 1 of 2	
Assets			
Current Asset			
Fidelity - Payroll Account	97,221.65		
Ameris Bank Money Market	150,000.00		
Fidelity Bank - Acct 9693	893,064.64		
Delta Community Credit Union	102.44		
Petty Cash	150.00		
Fidelity Bank - 0101	250,172.32		
Wells Fargo	249,985.00		
BB&T now Truist	249,863.00		
Advance	720.12		
Undeposited Funds	-19,641.00		
Total		1,871,638.17	
Receivables			
Accounts Receivable	1,460,513.07		
Total Receivables		1,460,513.07	
Work In Progress			
Work In Progress- Labor	713,486.46		
Work In Progress - Expenses	7,982.21		
Work In Progress - Consultants	60,675.20		
Work in Progress - Adjustment	33,516.22		
Total Work In Progress		815,660.09	
Other Current Assets			
Prepaid Expenses	17,445.83		
Total Other Current Assets		17,445.83	
Total Current Asset			4,165,257.16
Non-Current Asset			
Vehicles, Furnishing & Equipment			
Office Furniture	176,189.40		
Total Vehicles, Furnishing & Equipment		176,189.40	
Software			
Software	24,757.11		
Total Software		24,757.11	
Accumulated Depreciation & Amortization			
Accumulated Depreciation	-114,361.76		
Total Accumulated Depreciation & Amortization		-114,361.76	
Machinery & Equipment			
Computer Equipment	37,849.66		
Telephone Equipment	8,882.45		
Total Machinery & Equipment		46,732.11	
Other Noncurrent Assets			
PB-BenchMark JV	2,375.00		
Security Deposits	26,162.83		
Total Other Noncurrent Assets		28,537.83	
Total Non-Current Asset			161,854.69
Total Assets			\$ 4,327,111.85

Balance Sheet

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity



eRFP No. 21RFP129860K-JAJ

Friday, June 4, 2021
Page 2 of 2

Date Range from: 5/1/2021 to 5/31/2021

Liabilities and Equity			
Current Liability			
Current Payables			
2410 Federal income tax withholding	-50		
Accounts Payable	168,104.24		
Total Current Payables		168,103.74	
Payroll Payables			
Salaries Payable	147,050.61		
Total Payroll Payables		147,050.61	
Other Current Liabilities			
401K Plan Payable	.20		
Line of Credit - Fidelity	-265.41		
Interest Payable	-613.89		
Client Prepayments	5,156.08		
Total Other Current Liabilities		4,276.98	
Total Current Liability			319,431.33
Non-Current Liability			
PR clearing (should always be zero)	-2,215.89		
Total		-2,215.89	
Noncurrent Liabilities			
Deferred Rent	157,012.47		
EIDC Loan - SBA	150,000.00		
Total Noncurrent Liabilities		307,012.47	
Total Non-Current Liability			304,796.58
Equity			
Capital			
Capital Account - Jan P. Bryson	-272,565.76		
Capital Account - Eskender Abebe	-284,049.30		
Capital Account - Anthony Inya-Agha	-203,851.93		
Total Capital		-760,466.99	
Total Equity			-760,466.99
Retained Earnings			
Capital			
Retained Earnings	3,871,237.10		
Net Income	592,113.83		
Total Capital		4,463,350.93	
Total Retained Earnings			4,463,350.93
Total Liabilities and Equity			\$ 4,327,111.85



2020 Income Statement

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity

Friday, June 4, 2021
Page 1 of 4

Date Range from: 1/1/2020 to 12/31/2020

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Income				
Professional Services Revenues				
Professional Fees Billed	6,936,078	979,511	6,936,078	979,511
Expenses Billed	20,151	2,962	20,151	2,962
Consultants Billed	1,090,590	7,231,903	1,090,590	7,231,903
Unbilled Professional Fees	71,722	19,435	71,722	19,435
Unbilled Expenses	-1,741	321	-1,741	321
Unbilled Consultants Fees	-88,323	43,070	-88,323	43,070
Miscellaneous Revenue	167,431	17,229	167,431	17,229
Total Professional Services Revenues	8,195,908	8,294,431	8,195,908	8,294,431
Professional Services Write-offs				
Professional Fees Write-off	60,825	-22,360	60,825	-22,360
Expenses Write-off	1,480	-42	1,480	-42
Consultants Write-off	90,823	13,395	90,823	13,395
Total Professional Services Write-offs	153,128	-9,007	153,128	-9,007
Total Income	8,349,036	8,285,424	8,349,036	8,285,424
Cost Of Sales				
Billable Cost				
Billable Cost of Services				
Billable Salaries - Principal	170,782	21,870	170,782	21,870
Billable Salaries - Employee	2,260,610	2,042,514	2,260,610	2,042,514
Billable Expenses	8,071	477,006	8,071	477,006
Billable Travel	27,371	64,842	27,371	64,842
Billable Consultants	1,115,771	1,375,345	1,115,771	1,375,345
Billable Payroll Tax		158,212		158,212
Billable Vac/Holiday/Sick Pay		113,236		113,236
Billable Postage, Shipping, Delivery	1,150	841	1,150	841
Billable Plans & Specs		32,899		32,899
Total Billable Cost of Services	3,583,755	4,286,765	3,583,755	4,286,765
Total Billable Cost	3,583,755	4,286,765	3,583,755	4,286,765
Nonbillable Cost				
Nonbillable Cost of Services				
Nonbillable Salaries - Principal	5,583		5,583	
Nonbillable Salaries - Employee	18,003	-17,805	18,003	-17,805
Nonbillable Expenses	13,084	96,568	13,084	96,568
Nonbillable Travel	20,060	2,467	20,060	2,467
Nonbillable Consultants	43,054	110,286	43,054	110,286
Employee Car Allowance	3,273		3,273	
Total Nonbillable Cost of Services	103,057	191,515	103,057	191,515
Total Nonbillable Cost	103,057	191,515	103,057	191,515
Total Cost Of Sales	3,686,811	4,478,280	3,686,811	4,478,280
Gross Margin	4,662,224	3,807,144	4,662,224	3,807,144
Expenses				
6500 - Jan's Gaurantee Payment		117,339		117,339

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity

Friday, June 4, 2021
Page 2 of 4

Date Range from: 1/1/2020 to 12/31/2020

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Indirect Labor Cost				
Bonuses & Incentive Payments	222,000	40,988	222,000	40,988
Benefit Time Off Salaries - Employee	284,384	54,692	284,384	54,692
Benefit Time Off Salaries - Principal	49,529	10,487	49,529	10,487
Holiday		2,500		2,500
Indirect Salaries - Principal	129,989	18,246	129,989	18,246
Indirect Salaries - Employee	322,467	405,307	322,467	405,307
Payroll Variance	4,066	-5,703	4,066	-5,703
Total Indirect Labor Cost	1,012,435	526,517	1,012,435	526,517
Employment Taxes				
Federal Employer Tax Expense	244,288	55,823	244,288	55,823
State Employer Tax Expense	28,846	8,133	28,846	8,133
Total Employment Taxes	273,134	63,957	273,134	63,957
Benefit Insurance				
Workers' Compensation	23,440	10,793	23,440	10,793
Health Care Insurance	340,958	212,813	340,958	212,813
Life Insurance	69,487	66,276	69,487	66,276
Total Benefit Insurance	433,885	289,883	433,885	289,883
Pensions & Profit Sharing				
401K Employer Match	77,771	50,677	77,771	50,677
Total Pensions & Profit Sharing	77,771	50,677	77,771	50,677
Other Benefits				
Professional Development	6,894	6,719	6,894	6,719
Professional Registration & Dues		606		606
Team Building Events		16,572		16,572
Total Other Benefits	6,894	23,897	6,894	23,897
Other Employment Expenses				
ADP Service Fees	36,430	28,525	36,430	28,525
Total Other Employment Expenses	36,430	28,525	36,430	28,525
Office Expenses				
Rent	135,230	231,618	135,230	231,618
Utilities	1,179		1,179	
Janitorial Services	105		105	
Office Repairs & Maintenance	2,298	47,840	2,298	47,840
Office Supplies	158,435	90,653	158,435	90,653
Copier Supplies	8,870	18,425	8,870	18,425
Field Equipment & Supplies	15,793	10,070	15,793	10,070
Computer Supplies	21,184	9,264	21,184	9,264
Miscellaneous Software	44,132	6,379	44,132	6,379
Miscellaneous Hardware	9,707	45	9,707	45
Printing & Reproduction	35,080	500	35,080	500
Memberships and Subcriptions	15,365	12,587	15,365	12,587
Business License and Permits	432	12,622	432	12,622
Field Equipment and Supplies	6,799		6,799	
Total Office Expenses	454,610	440,003	454,610	440,003
Professional Services				
Accounting	116,730	23,568	116,730	23,568
Legal		31,440		31,440
Total Professional Services	116,730	55,008	116,730	55,008

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity

Friday, June 4, 2021
Page 3 of 4

Date Range from: 1/1/2020 to 12/31/2020

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Communications				
Telephone	9,554	20,032	9,554	20,032
Cellular Telephones	21,619	6,189	21,619	6,189
Internet Access	3,035	662	3,035	662
Postage, Shipping, Delivery	1,379	1,894	1,379	1,894
Total Communications	35,588	28,777	35,588	28,777
Vehicles & Travel				
Lease ,Fuel & Maintenance EMPLOYEE	33,473	5,115	33,473	5,115
Vehicle Insurance & Registration	2,418	5,900	2,418	5,900
Parking & Tolls	23,649	22,604	23,649	22,604
Firm Related Travel - Air & Hotels	32,119	4,652	32,119	4,652
Meals	10,806	4,102	10,806	4,102
Mileage	3,381	2,749	3,381	2,749
Auto Lease	2,266	4,247	2,266	4,247
Vehicle Expense - Principal	16,255		16,255	
Total Vehicles & Travel	124,367	49,368	124,367	49,368
Business Insurance				
Business Insurance	37,516	33,487	37,516	33,487
Professional Liability Insurance	72,962	53,405	72,962	53,405
Total Business Insurance	110,479	86,892	110,479	86,892
Interest, Taxes & Fines				
Interest Expense		1,199		1,199
Business Taxes & Fines	11,472	646	11,472	646
Total Interest, Taxes & Fines	11,472	1,845	11,472	1,845
Marketing & Business Development				
Marketing Salaries - Principal	285,300	28,438	285,300	28,438
Marketing Salaries - Employee	33,973	2,019	33,973	2,019
Advertising	212	1,885	212	1,885
Marketing Misc Expense	48,541	11,115	48,541	11,115
Marketing Car & Truck Expense	40	42,027	40	42,027
Car Rental-Rideshare	404	1,067	404	1,067
Website Development & Maintenance	8,939	2,100	8,939	2,100
Marketing Reproductions	1,817		1,817	
Conference Registration Fees		2,844		2,844
Conference Related Costs	10,000	146	10,000	146
Marketing Client Appreciation	15,300		15,300	
Marketing Travel	11	79,905	11	79,905
Marketing Meals	38,484	27,757	38,484	27,757
Total Marketing & Business Development	443,019	199,302	443,019	199,302
Depreciation Expense		10,778		10,778
Total Depreciation Expense		10,778		10,778
Contributions				
Political Contributions	50,977	61,947	50,977	61,947
Charitable Donations	20,901	30,010	20,901	30,010
Sponsorship		2,798		2,798
Total Contributions	71,879	94,755	71,879	94,755
Net Income After Contributions	1,453,532	1,739,622	1,453,532	1,739,622
Miscellaneous				

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity



eRFP No. 21RFP129860K-JAJ

Friday, June 4, 2021
Page 4 of 4

Date Range from: 1/1/2020 to 12/31/2020

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Bad Debt	12	-61	12	-61
Equipment Rental	1,940	185	1,940	185
Total Miscellaneous	1,952	124	1,952	124
Other Expenses				
Bank Charges	2,871	2,819	2,871	2,819
Total Other Expenses	2,871	2,819	2,871	2,819
Total Expenses	3,213,515	2,070,465	3,213,515	2,070,465
Net Operating Income	1,448,709	1,736,679	1,448,709	1,736,679
Other Income				
Other Income				
Interest Income	190	3	190	3
Vendor Write-off	30,332	2	30,332	2
Gain/loss Sale of Asset		-2,240		-2,240
Other Non-operating Income	643,680	19,480	643,680	19,480
Total Other Income	674,202	17,244	674,202	17,244
Other Expenses				
Other Non-operating expenses	-1,435	-4,162	-1,435	-4,162
Total Other Expenses	-1,435	-4,162	-1,435	-4,162
Total Other Income	672,767	13,082	672,767	13,082
Net Income (Loss)	2,121,476	1,749,761	2,121,476	1,749,761



2021 Income Statement

BenchMark 2021 Income Statement (1 of 4)

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity

Friday, June 4, 2021
Page 1 of 4

Date Range from: 1/1/2021 to 5/31/2021

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Income				
Professional Services Revenues				
Professional Fees Billed	2,156,638	2,885,580	2,156,638	2,885,580
Expenses Billed	7,346	12,755	7,346	12,755
Consultants Billed	301,910	276,706	301,910	276,706
Unbilled Professional Fees	549,368	67,980	549,368	67,980
Unbilled Expenses	15,245	-7,586	15,245	-7,586
Unbilled Consultants Fees	-36,728	9,340	-36,728	9,340
Miscellaneous Revenue	23,745	61,082	23,745	61,082
Total Professional Services Revenues	3,017,524	3,305,858	3,017,524	3,305,858
Professional Services Write-offs				
Professional Fees Write-off	33,267	8,250	33,267	8,250
Expenses Write-off	-7,281	7,823	-7,281	7,823
Consultants Write-off	38,438	-6,840	38,438	-6,840
Total Professional Services Write-offs	64,423	9,233	64,423	9,233
Total Income	3,081,947	3,315,090	3,081,947	3,315,090
Cost Of Sales				
Billable Cost				
Billable Cost of Services				
Billable Salaries - Principal	68,132	71,318	68,132	71,318
Billable Salaries - Employee	927,786	961,231	927,786	961,231
Billable Expenses	1,565	6,921	1,565	6,921
Billable Travel	22,864	9,054	22,864	9,054
Billable Consultants	322,020	296,433	322,020	296,433
Billable Postage, Shipping, Delivery		1,150		1,150
Billable Plans & Specs	35		35	
Total Billable Cost of Services	1,342,403	1,346,107	1,342,403	1,346,107
Total Billable Cost	1,342,403	1,346,107	1,342,403	1,346,107
Nonbillable Cost				
Nonbillable Cost of Services				
Nonbillable Salaries - Principal		960		960
Nonbillable Salaries - Employee	4,606	12,400	4,606	12,400
Nonbillable Expenses	15,713	674	15,713	674
Nonbillable Travel		11,855		11,855
Nonbillable Consultants	-22,363	22,609	-22,363	22,609
Employee Car Allowance	5,055	730	5,055	730
Total Nonbillable Cost of Services	3,011	49,228	3,011	49,228
Total Nonbillable Cost	3,011	49,228	3,011	49,228
Total Cost Of Sales	1,345,414	1,395,336	1,345,414	1,395,336
Gross Margin	1,736,534	1,919,755	1,736,534	1,919,755
Expenses				
Indirect Labor Cost				
Bonuses & Incentive Payments	3,000		3,000	
Benefit Time Off Salaries - Employee	106,834	78,687	106,834	78,687

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity

Friday, June 4, 2021
Page 2 of 4

Date Range from: 1/1/2021 to 5/31/2021

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Benefit Time Off Salaries - Principal	6,351	10,087	6,351	10,087
Indirect Salaries - Principal	96,613	39,374	96,613	39,374
Indirect Salaries - Employee	247,451	103,888	247,451	103,888
Payroll Variance	-9,800	6,335	-9,800	6,335
Total Indirect Labor Cost	450,449	238,370	450,449	238,370
Employment Taxes				
Federal Employer Tax Expense	79,497	96,290	79,497	96,290
State Employer Tax Expense	15,364	27,666	15,364	27,666
Total Employment Taxes	94,861	123,956	94,861	123,956
Benefit Insurance				
Workers' Compensation		10,424		10,424
Health Care Insurance	163,384	144,897	163,384	144,897
Life Insurance	30,738	35,044	30,738	35,044
Total Benefit Insurance	194,122	190,365	194,122	190,365
Pensions & Profit Sharing				
401K Employer Match	23,758	28,934	23,758	28,934
Total Pensions & Profit Sharing	23,758	28,934	23,758	28,934
Other Benefits				
Professional Development	5,342	4,772	5,342	4,772
Total Other Benefits	5,342	4,772	5,342	4,772
Other Employment Expenses				
ADP Service Fees	11,958	14,414	11,958	14,414
Total Other Employment Expenses	11,958	14,414	11,958	14,414
Office Expenses				
Rent	69,936	30,700	69,936	30,700
Utilities		375		375
Office Repairs & Maintenance		2,298		2,298
Office Supplies	2,412	59,304	2,412	59,304
Copier Supplies	843	6,913	843	6,913
Field Equipment & Supplies		14,000		14,000
Computer Supplies		10,668		10,668
Miscellaneous Software		13,682		13,682
Miscellaneous Hardware		1,023		1,023
Printing & Reproduction	7,974	9,622	7,974	9,622
Memberships and Subscriptions	10,255	3,455	10,255	3,455
Business License and Permits		203		203
Total Office Expenses	91,420	152,243	91,420	152,243
Professional Services				
Accounting	14,744	22,050	14,744	22,050
Total Professional Services	14,744	22,050	14,744	22,050
Communications				
Telephone	4,088	3,728	4,088	3,728
Cellular Telephones	6,420	7,858	6,420	7,858
Internet Access	1,872	1,680	1,872	1,680
Postage, Shipping, Delivery		375		375
Total Communications	12,379	13,641	12,379	13,641
Vehicles & Travel				
Lease ,Fuel & Maintenance EMPLOYEE		16,587		16,587
Vehicle Insurance & Registration		2,418		2,418

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity

Friday, June 4, 2021
Page 3 of 4

Date Range from: 1/1/2021 to 5/31/2021

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Parking & Tolls	11,020	8,429	11,020	8,429
Firm Related Travel - Air & Hotels	2,039	26,325	2,039	26,325
Meals	218	4,771	218	4,771
Mileage	1,485	1,727	1,485	1,727
Auto Lease	4,117	1,333	4,117	1,333
Vehicle Expense - Principal	163	6,514	163	6,514
Total Vehicles & Travel	19,042	68,103	19,042	68,103
Business Insurance				
Business Insurance	84,813	36,876	84,813	36,876
Professional Liability Insurance		41,053		41,053
Total Business Insurance	84,813	77,930	84,813	77,930
Interest, Taxes & Fines				
Business Taxes & Fines		9,699		9,699
Total Interest, Taxes & Fines		9,699		9,699
Marketing & Business Development				
Marketing Salaries - Principal	100,000	142,030	100,000	142,030
Marketing Salaries - Employee	18,161	12,388	18,161	12,388
Marketing Misc Expense	100	18,229	100	18,229
Marketing Car & Truck Expense		1,191		1,191
Car Rental-Rideshare		404		404
Website Development & Maintenance	5,274	3,140	5,274	3,140
Marketing Reproductions		195		195
Marketing Client Appreciation	28,530	15,300	28,530	15,300
Marketing Travel	64	11	64	11
Marketing Meals		38,484		38,484
Total Marketing & Business Development	152,130	231,371	152,130	231,371
Contributions				
Political Contributions	1,500	10,000	1,500	10,000
Charitable Donations		3,798		3,798
Total Contributions	1,500	13,798	1,500	13,798
Net Income After Contributions	580,015	730,108	580,015	730,108
Miscellaneous				
Bad Debt	315		315	
Equipment Rental	1,781	872	1,781	872
Total Miscellaneous	2,096	872	2,096	872
Other Expenses				
Bank Charges	965	1,136	965	1,136
Total Other Expenses	965	1,136	965	1,136
Total Expenses	1,159,579	1,191,654	1,159,579	1,191,654
Net Operating Income	576,955	728,101	576,955	728,101
Other Income				
Other Income				
Interest Income		18		18
Vendor Write-off	16,774	30,028	16,774	30,028
Total Other Income	16,774	30,047	16,774	30,047
Other Expenses				
Other Non-operating expenses	-1,615	-150	-1,615	-150
Total Other Expenses	-1,615	-150	-1,615	-150

Profit and Loss Statement

BenchMark Management, LLC
Basis: Accrual
Print accounts with activity

Friday, June 4, 2021
Page 4 of 4

Date Range from: 1/1/2021 to 5/31/2021

	Current Month	Prior Year Month	YTD Balance	Prior YTD Balance
Total Other Income	15,159	29,897	15,159	29,897
Net Income (Loss)	592,114	757,997	592,114	757,997



eRFP No. 21RFP129860K-JAJ



Banking References



June 4, 2021

To whom it may concern,

This letter is to confirm our valued client **Benchmark Management LLC** has a deposit and lending relationship with Ameris. They have access to a revolving line of credit in the amount of \$200,000.

Please give me a call if you need any further information.


Juan Mendoza
VP, Branch Manager
404-553-2601



April 21, 2021

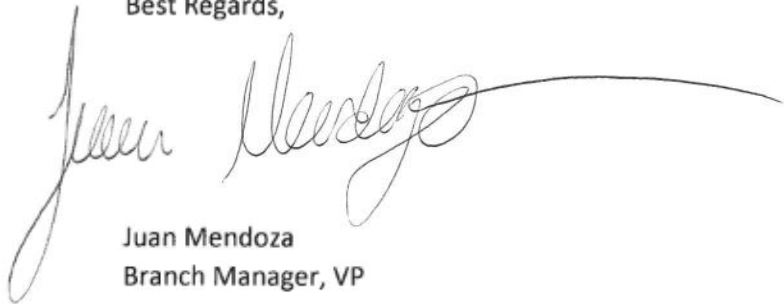
Benchmark Management
101 Marietta Street NW, Suite 2000
Atlanta, GA 30303

To Whom it May Concern,

The above referenced client has and maintains a great relationship with Ameris Bank. The client has several accounts with us, all of which are in great standing.

Should you need to discuss, please do not hesitate to call me at 404-553-2601.

Best Regards,



Juan Mendoza
Branch Manager, VP



April 22, 2021

JAN P BRYSON
BENCHMARK MANAGEMENT LLC
101 MARIETTA ST NW STE 2000
ATLANTA, GA 30303

Subject: Letter of Verification for BENCHMARK MANAGEMENT LLC

To Whom It May Concern:

Thank you for taking the time to contact Wells Fargo Bank, N.A. regarding a letter of verification for your account. We appreciate the opportunity to complete your request.

This letter is verification that the customer named above has an open and active checking account with Wells Fargo Bank, N.A. as of today, April 22, 2021.

The numbers are as follows:

- Account Number: 5599781225
- Routing Number: 061000227

If you need additional assistance, please feel free to contact me at 704-547-6044. We appreciate your business and look forward to servicing all of your financial needs.

Sincerely,



Shawn Friday
Relationship Specialist
Regional Business Relationship Management





Re: Request for Proposal 21RFP29860K-JAJ
2021 Standby Engineering Services for
Fulton County Department of Public Works

Subject: Sworn Statement of No Petition for Federal Bankruptcy
Or State Insolvency

I, Eskender Abebe, President of BenchMark Management make the following sworn statement:

BenchMark Management, respondent to the above referenced RFP, has never filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment for the benefit of creditors, or otherwise sought relief from creditors.

Signature _____ Date _____
Eskender Abebe, President
Printed _____ Title _____

Sworn to and subscribed before me this 27th day of May, 2021

Notary Public: Tanya S. Kinfray Seal

County: Dekalb

Commission Expires: May 27, 2021





Thank you.

We appreciate the opportunity to submit this Proposal, and look forward to working with Fulton County. Contact Eskender Abebe with questions, comments or more information.

Eskender Abebe

President

Work: 404-668-0048

Mobile: 404-581-9656

Email: eabebe@bmmllc.com

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

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

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

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

53482

EEV/Basic Pilot Program* User Identification Number

Eskender Abebe

BY: Authorized Officer of Agent (Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Eskender Abebe

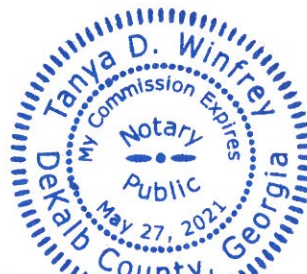
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 17th day of May, 2021.

Notary Public: Tanya D. Winfrey

County: DeKalb

Commission Expires: May 27, 2021



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

536306

EEV/Basic Pilot Program* User Identification Number

The Creative Eye, LLC

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

David Perkins

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 1st day of June, 2021

Kathleen Jennings
(Notary Public)

Commission Expires: Jan 3, 2025

(Seal)

(Date)

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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

59294
EEV/Basic Pilot Program* User Identification Number

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

President Long Engineering, Inc.
Title of Authorized Officer or Agent of Subcontractor

Joe Severin, PE, LEED AP
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 17th day of May, 2021

Karen Krakau
(Notary Public)

Commission Expires: 9.22.24



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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471414 Issued 12/7/11

EEV/Basic Pilot Program* User Identification Number

M E Cubed Engineering

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President

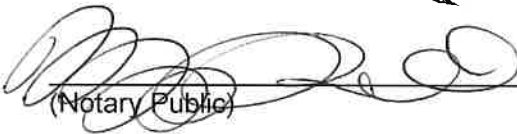
Title of Authorized Officer or Agent of Subcontractor

Kevin Champion

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 27th day of May, 2021


(Notary Public)

(Seal)

Notary Public, Fulton County, GA
My Commission Expires December 20, 2022

Commission Expires: 12/27/2022

(Date)

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

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**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

107974

EEV/Basic Pilot Program* User Identification Number

Darien M. Sykes
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President & CEO, Sykes Consulting, Inc
Title of Authorized Officer or Agent of Subcontractor

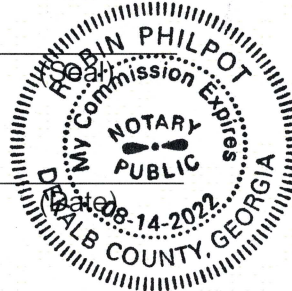
Darien M. Sykes
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 25th day of May, 2021

Robin Philpot
(Notary Public)

Commission Expires: August 14, 2022



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

228126
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name) mc savored, inc.

CEO
Title of Authorized Officer or Agent of Subcontractor

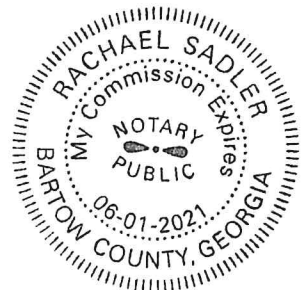
Sameer Moussly
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 14th day of May, 2021

(Notary Public) (Seal)

Commission Expires: June 1, 2021
(Date)



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

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

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Jan Prisby Bryson, Chairwoman
Government Relations
Ownership: 62.5%
101 Marietta Street NW
Suite 2000
Atlanta, Georgia 30303

Eskender Abebe, President
Principal-In-Charge
Ownership: 27.5%
101 Marietta Street NW
Suite 2000
Atlanta, Georgia 30303

Anthony Inya-Agha, Vice President
Construction Services
Ownership: 10%
101 Marietta Street NW
Suite 2000
Atlanta, Georgia 30303

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

Over the last five years, BenchMark has more than doubled its revenue and size, from a 22-person to a 45-person firm with revenue of \$8.3 million. We have been awarded new contracts with DeKalb County, City of Atlanta, College Park and Clayton County Water Authority, and Hartsfield-Jackson Atlanta International Airport. The ownership of the company has added Mr. Inya-Agha at 10%. As the leading minority & women owned and operated business, we have transitioned from pursuing work as a sub-consultant to being a prime or joint venture partner with majority firms. We have expanded our market share into the urban market where we see a greater need in environmental infrastructure upgrades in long neglected areas. It is our plan to include Fulton County to our list of clients.

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

BenchMark Management **DOES NOT** have any employee, agent or representative who is or will be directly involved in the subject project who has had within the last five (5) years

(i) Directly or indirectly had a business relationship with Fulton County, or

(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

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 26th day of MAY, 2021

BenchMark Management, LLC

5/26/2021

(Legal Name of Proponent)

(Date)

Eslender Mark

5/26/2021

(Signature of Authorized Representative)

(Date)

President

(Title)

Sworn to and subscribed before me,

This 26th day of May, 2021

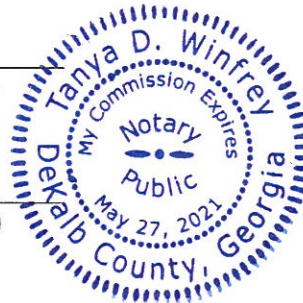
Tanya D. Winfrey

(Notary Public)

(Seal)

Commission Expires May 27, 2021

(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **BenchMark Management, LLC**

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

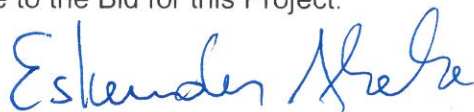
Professional License Type: **Georgia Registered Professional Engineer - Firm**

Professional License Number: **PEF No. 004351**

Expiration Date of License: **6/30/2022**

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

Signed:



Date:

6/8/2021

(ATTACH COPY OF LICENSE)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **David Perkins**

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

Professional License Type: **Georgia State Board of Architects and Interior Designers**

Professional License Number: **RA 005750**

Expiration Date of License: **June 30, 2023**

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

Signed:



Date:

June 7, 2021

(ATTACH COPY OF LICENSE)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Long Engineering, Inc.

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

Professional License Type: Georgia Registered Professional Land Surveyor - Firm

Professional License Number: PEF003237

Expiration Date of License: 06/30/2022

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: 06/07/2021



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **ME Cubed Engineering, LLC**

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

Professional License Type: **Georgia Registered Professional Engineer - Firm**

Professional License Number: **PEF004804**

Expiration Date of License: **06/30/2022**

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: **06/07/2021**

(ATTACH COPY OF LICENSE)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **Sykes Consulting, Inc.**

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

Professional License Type: **Georgia Registered Professional Engineer - Firm**

Professional License Number: **PEF004682**

Expiration Date of License: **06/30/2022**

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: **06/07/2021**

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA

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

LICENSE NO. PEF004682

Sykes Consulting, Inc.

1175 Peachtree Street
100 Colony Square, Suite 2300
Atlanta GA 30361

Engineer Firm

EXP DATE - 06/30/2022 Status: Active

Issue Date: 08/08/2005



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Benchmark Management, LLC	Owner:
Address: 100 Peachtree St Suite 1900 Atlanta GA 30303	

Primary Source License Information

Lic #: PEF004351	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 1/23/2004	Expires: 6/30/2022	Last Renewal Date: 6/11/2020

Associated Licenses

Relationship: Employment			
Licensee: Abebe, Eskender	License Type: Professional Engineer		
License #: PE025728	License Status: Active		
Established: 1/23/2004	Association Date:		Expiry:
Type: Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 22, 2021 16:16:45

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: ME Cubed Engineering, LLC	Owner:
Address: 3781 Presidential Parkway	
Atlanta GA 30340	

Primary Source License Information

Lic #: PEF004804	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 2/16/2006	Expires: 6/30/2022	Last Renewal Date: 6/10/2020

Associated Licenses

Relationship: Employment	
Licensee: Champion, Kevin Duriel	License Type: Professional Engineer
License #: PE032676	License Status: Active
Established: 7/14/2008	Association Date:
Type: Prerequisite User	Expiry:

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 9, 2020 10:9:27

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Eskender Abebe

Address: 320 Eastland Drive

Decatur GA 30030

Primary Source License Information

Lic #:	PE025728	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Comity	Status:	Active
Issued:	1/6/2000	Expires:	12/31/2022	Last Renewal Date:	11/12/2020

Associated Licenses

Relationship: Employment

Licensee: Benchmark Management, LLC

**License
Type:** Engineer Firm

License #: PEF004351

**License
Status:** Active

Established: 1/23/2004

**Association
Date:**

Expiry:

Type: Prerequisite

Public Board Orders

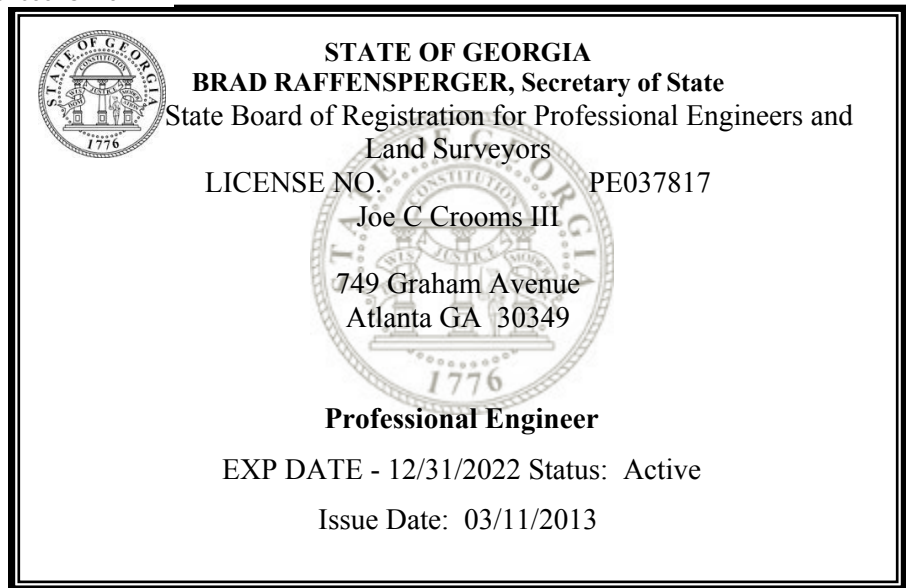
Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 22, 2021 16:9:50

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

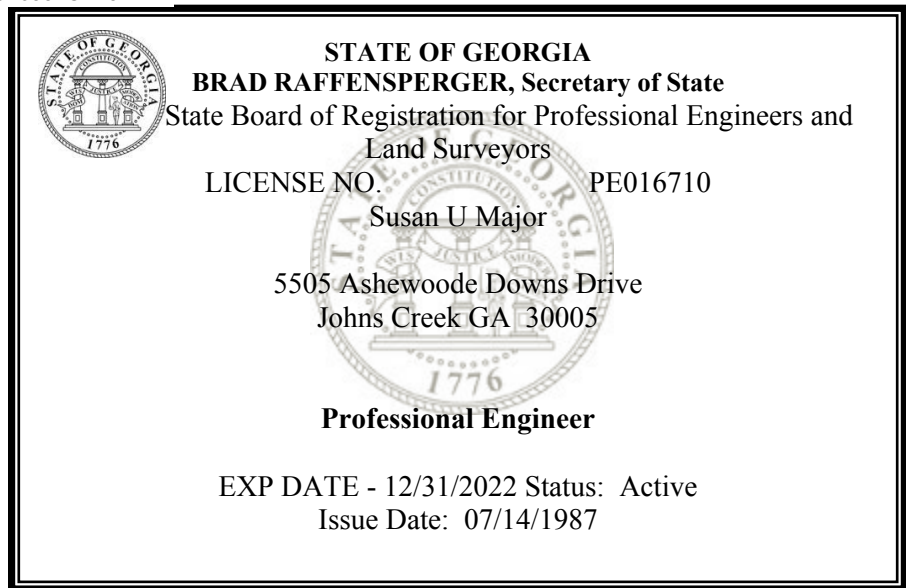
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Joe C Crooms III
749 Graham Avenue
Atlanta GA 30349





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

Susan U Major
5505 Ashewoode Downs Drive
Johns Creek GA 30005





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

LaShonda Mullins
1738 HADLOCK STREET SW
ATLANTA GA 30311





PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Daniel T. Paulos

Address: 420 Rockbridge Trail

Stone Mountain GA 30083

Primary Source License Information

Lic #:	PE040475	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Comity	Status:	Active
Issued:	11/13/2015	Expires:	12/31/2022	Last Renewal Date:	10/27/2020

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 26, 2021 9:53:37

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

Rudolph A Chen
40 Wild Flower Trail
Oxford GA 30054





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

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

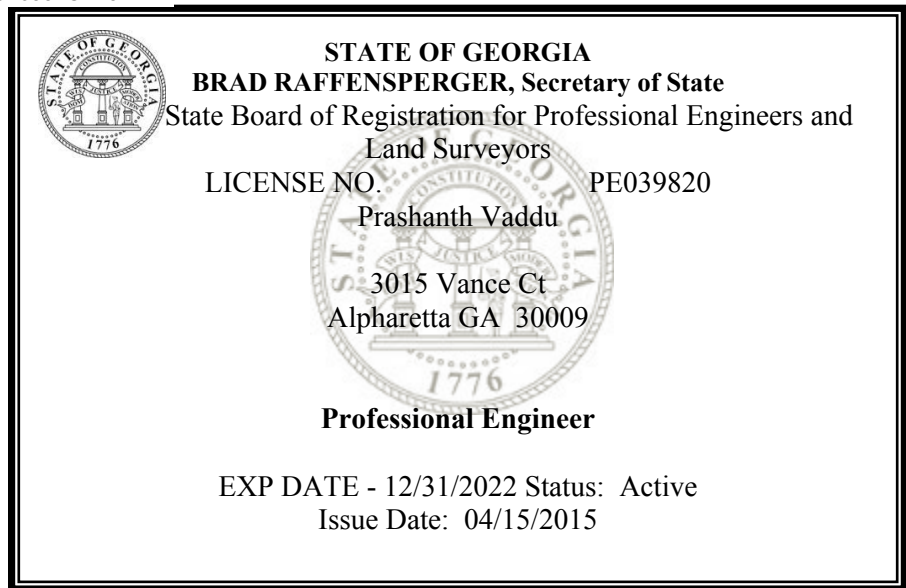
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Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

MC Squared
1275 Shiloh Rd NW
Suite 2620
Kennesaw GA 30144





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

Prashanth Vaddu
3015 Vance Ct
Alpharetta GA 30009





PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Long Engineering LLC	Owner:
Address: 2550 Heritage Court Suite 250 Atlanta GA 30339	

Primary Source License Information

Lic #: LSF000744	Profession: Engineers / Land Surveyors	Type: Land Surveyor Firm
Secondary:	Method: Application	Status: Active
Issued: 4/24/2001	Expires: 6/30/2022	Last Renewal Date: 6/9/2020

Associated Licenses

Relationship: Employment			
Licensee: Higgins, Jaime F	License Type: Land Surveyor		
License #: LS002802	License Status: Active		
Established:	Association Date: 2/26/2021	Expiry:	
Type: Prerequisite User			
Relationship: Employment			
Licensee: Riceman, Daniel Lawrence	License Type: Land Surveyor		
License #: LS003154	License Status: Active		
Established:	Association Date: 10/18/2013	Expiry:	
Type: Prerequisite User			
Relationship: Employment			
Licensee: Simmons, David E	License Type: Land Surveyor		
License #: LS002683	License Status: Active		
Established:	Association Date: 2/26/2021	Expiry:	
Type: Prerequisite User			
Relationship: Employment			
Licensee: Slaton, Timothy Jesse	License Type: Land Surveyor		
License #: LS002405	License Status: Active		

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Established:	Association 10/18/2013	Expiry: 5/1/2020
Type:	Prerequisite User	

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 13, 2021 9:48:53

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Kevin Duriel Champion

Address: 3761 Wetherburn Drive

Clarkston GA 30021

Primary Source License Information

Lic #: PE032676	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 12/19/2007	Expires: 12/31/2022	Last Renewal Date: 12/11/2020

Associated Licenses

Relationship: Employment

Licensee: ME Cubed Engineering, LLC

License Type: Engineer Firm

License #: PEF004804

License Status: Active

Established: 7/14/2008

Association Date:

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: December 11, 2020 11:27:0

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Martin S Kigudde

Address: 5899 Buckner Creek Drive

Mableton GA 30126

Primary Source License Information

Lic #:	PE026702	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Examination	Status:	Active
Issued:	1/26/2001	Expires:	12/31/2022	Last Renewal Date:	11/4/2020

Associated Licenses

Relationship: Employment

Licensee: Sykes Consulting, Inc.

**License
Type:** Engineer Firm

License #: PEF004682

**License
Status:** Active

Established: 8/8/2005

**Association
Date:**

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 27, 2021 18:11:3

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STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers

LICENSE NO. RA005750

David Walker Perkins

585 henderson mill road
Covington GA 30014

Registered Architect

EXP DATE - 06/30/2023 Status: Active

Issue Date: 12/07/1984

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**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 BenchMark Management, LLC is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

BenchMark Management, LLC
(BUSINESS NAME)

101 Marietta Street NW, Suite 2000, Atlanta, Georgia 30303
(FULTON COUNTY BUSINESS ADDRESS)

President
(OFFICIAL TITLE OF AFFIANT)

Eskender Abebe
(NAME OF AFFIANT)
Eskender Abebe
(SIGNATURE OF AFFIANT)

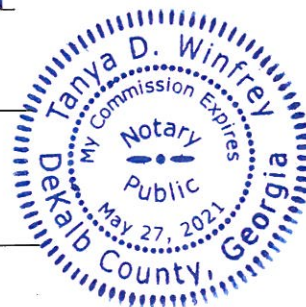
Sworn to and subscribed before me,

This 26th day of May, 2021

Tanya D. Winfrey
(Notary Public)

(Seal)

Commission Expires: May 27, 2021
(Date)





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: BENCHMARK MANAGEMENT, LLC.

Business Location: 100 PEACHTREE ST NW STE 1900
ATLANTA, GA 30303

Owner:

License Number: LGB-102298-2020

Issued Date: 1/1/2021

Expiration Date: 12/31/2021

Business Type(s): 541330 Engineering Services

Mailing Address: 100 PEACHTREE ST NW STE 1900
ATLANTA, GA 30303

License Type: General Business License

Classification: Construction

Roosevelt Council, Jr.

Roosevelt Council Jr. 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) IS 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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	BENCHMARK MANAGEMENT, LLC	Control Number:	0360461
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	101 MARIETTA ST., NW, Suite 2000, CENTENNIAL TOWER, ATLANTA, GA, 30303, USA	Date of Formation / Registration Date:	11/5/2003
State of Formation:	Georgia	Last Annual Registration Year:	2022

REGISTERED AGENT INFORMATION

Registered Agent Name: **JAN P. BRYSON**

Physical Address: **345 GLEN IRIS DR., NW, UNIT #7, ATLANTA, GA, 30312, USA**

County: **Fulton**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

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EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS



eRFP No. 21RFP129860K-JAJ



eRFP No. 21RFP129860K-JAJ

City of East Point
Project Proposal

Section 5: Contract Compliance Forms

Equal Business Opportunity Plan (EBO)

BenchMark is 100% minority and female owned and operated business fully committed to strengthening the economic fabric of the County and providing employment to local residents. Five out of the six firms that are ready to provide you with professional services on this RFP are minority or female owned businesses headquartered in metro Atlanta. Three of which are certified minority or female owned business by Fulton County.

Based on our understanding of eRFQ No. 2021-1769 – We are proud that more than 95% of the work on this contract will be performed by qualified female or minority owned engineering firms.

Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.

As stated in our introduction, BenchMark has reviewed the solicitation carefully and fully recognizes the importance of working with minority and women owned business. Our company will be sub-contracting out 35% of the work to our minority and female owned sub-consultants.

Efforts that will be identified to encourage and solicit minority and female businesses for opportunities with this solicitation.

The core value of our company is providing opportunities to minority businesses who have stellar record in their industry. The owners of BenchMark are personally committed to use our relationships with minority industry organizations such as National Association of Minority Contractors (NAMC), Women In

Construction, Engineering and Related Services (WICERS) and the Atlanta Business League to attract more minority businesses not just to this contract but all of the contractors we currently hold.

We will also use the following resources:

1. Utilize the Department of Contract Compliance Data base of minority and female owned companies that specialize in the same type of service that my organization does.
2. Utilize the Department of Contract Compliance Data Base of minority and female owned companies that handle supplies, such as office supplies, rental equipment, etc.
3. Advertise in the local newspaper and/or minority papers for subcontractors and/or additional help, and on Fulton County Government website.
4. Joint venture with a minority and female owned companies.
5. Ask other governmental or private organization(s) for assistance in locating potential minority and female owned sub-contractors in which there company is affiliated with.
6. Networking
7. Send out email to various subs asking them to submit a bid. (for whatever type of service needed)

Our unwavering commitment to diversity and inclusion is our strength and we look forward to bringing that to Fulton County.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Eskender Abebe),
Name

President BenchMark Management, LLC
Title Firm Name

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

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

NAME: Eskender Abebe TITLE: President

SIGNATURE: Eskender Abebe

ADDRESS: 101 Marietta Street NW, Suite 2000
Atlanta, Georgia 30303

PHONE NUMBER: (404) 581-9656 EMAIL: eabebe@bmmlc.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name BenchMark Management, LLC
2021 Standby Engineering Services for Fulton County Department of Public Works
ITB/RFP Name & Number: RFP No. 21RFP129860K-JAJ

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); **If yes, please attach copy of recent certification. (Check the appropriate box/es)
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:

Business Name		Business Name		Business Name	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

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

SUBCONTRACTOR NAME: Sykes Consulting, Inc.
ADDRESS: 1175 Peachtree Street NE, Suite 2300
Atlanta, Georgia 30361-6305
EMAIL ADDRESS: dsykes@sykes-consulting.com PHONE: (404) 249-1538
CONTACT PERSON: Darien Sykes
ETHNIC GROUP*: AABE COUNTY CERTIFIED** City of Atlanta
WORK TO BE PERFORMED: Structural Engineering
DOLLAR VALUE OF WORK: \$ 54,795 PERCENTAGE VALUE: 10 %

SUBCONTRACTOR NAME: M E Cubed Engineering, LLC
ADDRESS: 3600 Montreal Creek Ct. Suite 111A
Clarkston, Georgia 30021
EMAIL ADDRESS: kchampion@me3eng.com PHONE: (404) 948-2923 ext. 101
CONTACT PERSON: Kevin Champion
ETHNIC GROUP*: AABE COUNTY CERTIFIED** Fulton County
WORK TO BE PERFORMED: Electrical Engineering
DOLLAR VALUE OF WORK: \$ 54,795 PERCENTAGE VALUE: 10 %

SUBCONTRACTOR NAME: Creative Eye Architects, LLC
ADDRESS: 585 Henderson Mill Road
Covington, Georgia 30014
EMAIL ADDRESS: dperkins@tcearchitects.net PHONE: (404) 909-8169
CONTACT PERSON: David Perkins
ETHNIC GROUP*: AABE COUNTY CERTIFIED** City of Atlanta
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ 27,397.50 PERCENTAGE VALUE: 5 %

SUBCONTRACTOR NAME: MC Squared
ADDRESS: 1275 Shiloh Road NW
Kennesaw, Georgia 30144
EMAIL ADDRESS: moussly@mc2engineers.com PHONE: (770) 650-0873
CONTACT PERSON: Sameer Mousley
ETHNIC GROUP*: MFBE COUNTY CERTIFIED** Fulton County
WORK TO BE PERFORMED: Geotechnical
DOLLAR VALUE OF WORK: \$ 27,397.50 PERCENTAGE VALUE: 5 %

SUBCONTRACTOR NAME: Long Engineering, LLC
ADDRESS: 2550 Heritage Court, Suite 250
Atlanta, Georgia 30339
EMAIL ADDRESS: mthurman@longengineering.com PHONE: _____
CONTACT PERSON: Mike Thurman
ETHNIC GROUP*: N/A COUNTY CERTIFIED** N/A
WORK TO BE PERFORMED: Surveying and Subsurface Utility Engineering (SUE)
DOLLAR VALUE OF WORK: \$ 27,397.50 PERCENTAGE VALUE: 5 %

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

Total Dollar Value of Subcontractor Agreements: (\$) 191,782.50

Total Percentage of Subcontractor Value: (%) 35

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  Title: President

Business or Corporate Name: BenchMark Management, LLC

Address: 101 Marietta Street NW, Suite 2000
Atlanta, Georgia 30303

Telephone: (404) 581-9656

Fax Number: (404) 581-0158

Email Address: eabebe@bmmllc.com



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountygga.gov



Main: (404) 612-6300

October 17, 2019

Mrs. Jan P. Bryson
BENCHMARK MANAGEMENT, LLC
101 Marietta ST, NW
Suite 2000
Atlanta, GA 30303-1924

Dear Mrs. Bryson:

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



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

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke
Interim Director
MHCClarke@AtlantaGa.Gov

Keisha Lance Bottoms
Mayor

November 4, 2019

Mr. Darien Sykes, PE
Sykes Consulting, Inc.
1175 Peachtree Street, 100 Colony Square, Ste. 2300
Atlanta, GA 30361

ANNIVERSARY DATE: November 4

Dear Mr. Sykes:

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,

Martin Clarke, Interim Director
Mayor's Office of Contract Compliance

MC/mp

Certification #: 2019-24-205

Supplier ID #: 107974

Phone #: (404) 249-1538 x221

Fax #:

Business: Structural engineering 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

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke

Interim Director

MHClarke@AtlantaGa.Gov

Keisha Lance Bottoms
Mayor

November 4, 2019

Mr. Darien Sykes, PE

Sykes Consulting, Inc.

1175 Peachtree Street, 100 Colony Square, Ste. 2300

Atlanta, GA 30361

ANNIVERSARY DATE: November 4

Dear Mr. Sykes:

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 this certification letter. Certification entitles your firm to be included in SBO 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 SBE. 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 Small Business Opportunity Register.

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

Sincerely,

Martin Clarke, Interim Director

Mayor's Office of Contract Compliance

MC/mp

Certification #: 2019-24-220

Supplier ID #: 107974

Phone #: (404) 249-1538 x221

Fax #:

Business: Structural engineering 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

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke

Interim Director

MHClarke@AtlantaGa.Gov

Keisha Lance Bottoms
Mayor

CONGRATULATIONS!!!!

Congratulations on your acceptance into the City of Atlanta's Equal Business Opportunity (EBO) Program and/or Small Business Opportunity Program (SBO). Your company being certified is the first step in doing business with the City. In order to maximize your contracting opportunities, there are several suggestions that we would like to offer you to help make this a more successful process. Listed below are a few of those suggestions:

- **Attend Pre-Bid/Pre-Proposal Conferences**
- Attend Outreach Sessions
- Monitor Office of Contract Compliance and the Department of Procurement websites for business opportunities
- Apply for Disadvantaged Business Enterprise (DBE) certification with Georgia Department of Transportation at (404) 631-1990
- Participate in local Business Development Programs
- Identify a Mentor
- Become a member of Local Trade/Business Organization
- Ensure Bonding and Insurance are in place
- Contact other Local Diversity Programs for procurement opportunities

To further assist minority and female business owners, the Office of Contract Compliance will conduct quarterly outreach sessions for recently certified businesses. Our office will contact you by mail to inform you of the upcoming session. If you need any assistance, please contact the Office of Contract Compliance at (404) 330-6010.

12/27/19



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

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke

Interim Director

MHClarke@AtlantaGa.GovKeisha Lance Bottoms
Mayor

December 12, 2019

Mr. David Perkins
The Creative Eye, LLC
2989 Sloans Way
Marietta, GA 30062**ANNIVERSARY DATE: December 12**

Dear Mr. Perkins:

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,

Martin Clarke, Interim Director
Mayor's Office of Contract Compliance

MC/mp

Certification #: 2019-24-240

Supplier ID #: 804966

Phone #: (404) 936-2115

Fax #:

Business: Architecture services; landscape architectural 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

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke

Interim Director

MHClarke@AtlantaGa.GovKeisha Lance Bottoms
Mayor

December 12, 2019

Mr. David Perkins
The Creative Eye, LLC
2989 Sloans Way
Marietta, GA 30062**ANNIVERSARY DATE: December 12**

Dear Mr. Perkins:

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 this certification letter. Certification entitles your firm to be included in SBO 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 SBE. 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 Small Business Opportunity Register.

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

Sincerely,

Martin Clarke, Interim Director
Mayor's Office of Contract Compliance

MC/mp

Certification #: 2019-24-258

Supplier ID #: 804966

Phone #: (404) 936-2115

Fax #:

Business: Architecture services; landscape architectural 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



Main: (404) 612-6300

December 10, 2020

Ms Joy Moussly
MC SQUARED, INC.
5808-A Breckenridge Parkway
Tampa, FL 33610

Dear Ms Moussly:

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



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



Main: (404) 612-6300

March 23, 2021

Mr. Kevin Champion
M E Cubed Engineering, LLC
3600 Montreal Creek CT
111A
Clarkston, GA 30021

Dear Mr. Champion:

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

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 an M/FBE three (3) months prior to the certification expiration date March 23, 2023.

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 location, management, ownership or control of your firm, you are required to update your firms' profile online. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise Directory.

If you have any questions or require further assistance, please feel free to contact 404-612-6300.

Your firm is certified under the following commodity code description(s): Architects, Construction Management, Engineers, Urban Planners.

Sincerely,

Mario Avery
Contract Compliance Administrator

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Insurance and Risk Management Provisions

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

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

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

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

Standby Professional Services Engineering 2021

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY Per Occurrence/Aggregate \$2,000,000/\$2,000,000

5. PROFESSIONAL LIABILITY Per Occurrence or Claim/Aggregate - \$1,000,000/\$3,000,000
Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

**If Contractors will access Fulton County networks, systems, servers and/or any applications of information technology in performance of contracted services, Cyber Liability Insurance is also required.*

6. CYBER LIABILITY Insurance appropriate to the Contractors profession with limits not less than 3,000,000, per occurrence or claim/3,000,000 policy aggregate is required. The coverage should be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this contract.

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 (11/85) version), its' equivalent or on a blanket basis.

In order to make sure that the County and Contractor are provided with protection and to verify the availability of insurance the Additional Insured Box must be marked "Y" for Commercial General Liability, Automobile Liability and Umbrella and the Subrogation Waiver Box must be marked "Y" for Workers Compensation and Employer's Liability.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County. For any claims related to this contract, the Contractor/Consultant insurance coverage shall be primary coverage at least as broad as ISO CG 20 02 04 13 as respects Fulton county, its offices, officials, employees and volunteers.

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

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

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

Standby Professional Services Engineering 2021

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

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

Important:

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

USE OF PREMISES

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or

Standby Professional Services Engineering 2021

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: BenchMark Management, LLCSIGNATURE: NAME: Eskender AbebeTITLE: PresidentDATE: 6/14/2021

APPENDICES


DEPARTMENT OF Public Works, WATER RESOURCES DIVISION

11575 Maxwell Road, Second Floor
 Alpharetta, GA 30009
 (404) 612-7400 www.fultoncountyga.com

WASTEWATER REVIEW CHECKLIST

Project Name: _____ Tax ID #: _____

Project Number: _____ Date: _____

Reviewed By: _____ Telephone: _____

Please address all items marked with an "X"

NOTICE: ANY DEVIATIONS FROM THESE COUNTY STANDARDS SHALL BE PRE-APPROVED BY THE DEPARTMENT OF PUBLIC WORKS, WATER RESOURCES DIVISION.

General Requirements

Include the following general notes on the plan:

- A. All wastewater pipe construction shown on these plans must conform to Fulton County's Standards and Specifications, including Sanitary Sewer Regulations latest copy.
- B. Contractor must field verify the location and elevation of all known and unknown underground utilities.
- C. All temporary and permanent wastewater easements must be dressed and grassed to control erosion prior to acceptance. Trees shall not be planted in the permanent easement area.
- D. As-built drawings and maintenance bond(s) must be submitted and are required prior to inspection and acceptance. Digital as-built will be required. Note that digital as-builts will be required at the completion of the project. Please see http://www.fultoncountyga.gov/images/stories/WR/Development/CAD_Standards.pdf for the requirements. Maintenance bonds are due at final approval of the as-builts.
- E. Neoprene couplings with stainless steel bands and shear rings are required for joining different types of sanitary sewer pipes.
- F. Pools shall not drain into wastewater pipe systems. Pools shall drain into an approved individual onsite wastewater management system.
- G. Low pressure air testing required for all wastewater pipe systems. This test must meet all requirements as outlined in UNI-B-06 or current revision. A Fulton County Inspector must be present during testing.
- H. Issuance of this permit does not in any way imply that wastewater taps for building permits will be issued. Contact the Department of Public Works, Water Resources Division at (404) 612-7400 for further information.
- I. Contractor shall field verify the locations and invert elevations of wastewater pipes for a connection to existing wastewater systems.
- J. Notify Fulton County Inspector 24-hours prior to construction
- K. For all projects utilizing individual onsite wastewater management systems design and provisions shall be in conformance with Fulton County Department of Health and Wellness regulations.
- L. Eight inch (8") or larger pipe lines shall be TV inspected. A virus free portable storage drive (USB Flash Drive) and written inspection log in compliance with NASSCO requirements and certified by a Georgia Registered Engineer or Registered Land Surveyor shall be provided when as-builts are submitted. All videos shall include PACP and MACP completed forms. A copy of the operator's current NASSCO certification shall be submitted.

M. Maximum distance between manholes is 400 feet

N. USF 7635 Box required for wastewater cleanouts in paved area per Fulton County Standard Detail 709.

O. Compaction of the back fill of all trenches shall be compacted to at least 90% Standard Proctor density. Backfill material shall be free from roots, stumps, or other foreign debris, and shall be placed at or near optimum moisture content. Correction of any trench settlement within a year from the date of approval will be the responsibility of the contractor. Compaction of the back fill of all trenches located under pavement shall be compacted to at least 95% Standard Proctor density.

P. Sanitary sewer laterals should be marked with 4"x4" post with min. 4' above ground. The top 1' should be painted green. Each lateral is to be brought to the ground surface in accordance with Fulton County Standard 909.

Q. All required off site easements shall be dedicated to Fulton County prior to Utility permitting. All public on- site easements for other than single family residential projects that will be final platted shall be dedicated to Fulton County prior to Water Resources permit approval.

R. For all projects containing PVC wastewater pipes, also include the following notes: (see attached condition for PVC).

1. Pipe shall be ASTM D3034, SDR35 in 12.5 foot laying lengths with elastomeric sealed joints in accordance with ASTM D3212.

2. Pipe bedding shall be #57, sharp, angular, crushed stone. Bedding shall extend a minimum of 4" below the pipe and extend to the top of the pipe. The bedding shall be compacted by "slicing with a flat shovel". The width of the ditch must be in accordance with OSHA Safety Standards.

3. Initial backfill: After bedding, complete initial backfill with #57 stone. If no rock is encountered, initial backfill shall extend to a height 6" above of the top of the pipe, otherwise initial backfill shall extend to 12" above the top of the pipe.

4. Fittings for lateral connections shall be 45° WYES and bends. Provide PVC pipe stoppers for each lateral. Provide special watertight connections at manholes and transitions to ductile iron pipe as recommended by the pipe manufacturer.

5. After installation, a deflection test is required. Initial deflection shall be limited to 3% of the undeflected diameter. A second test shall be made at least 8 months after the installation but before final acceptance. At that time deflection shall be limited to 5% of the undeflected diameter.

S. Please add the following notes to construction plans.

All manholes located within a paved area shall have concentric cone sections and flange down frames and covers. All manholes located within an unpaved area shall have eccentric cone sections with bolt down flange up frame and covers. All manholes located within a flood prone area shall have eccentric cone sections with bolt down gasketed flange up frame and covers. Raise top of manholes in landscape areas to 0.5-feet above grade.

T. Please add the following notes to construction plans.

Contractor to remove the existing wastewater lateral back to the tee-wye at the 8-inch wastewater line. Provide a plug at the tee-wye. Pour concrete around the plug and the tee-wye. The Contractor has the option of abandoning the lateral in place and slip lining the 8-inch wastewater line from manhole to manhole. The openings of all laterals would be cut out as normal except for the abandoned lateral. Slip lining to be in accordance with current Fulton County Standards and Specifications. If the line as already been slip-lined, the Contractor has the options of either pipe burst the line in accordance with current Fulton County Standards and Specifications or remove the existing lateral back to the tee-wye. All existing active laterals shall be restored to full service.

Wastewater Design Requirements

____ 1. Developer shall network gravity pipeline through site to serve upstream property owners. A new manhole will be required to be set at the upstream property line. This will be at the developer's expense.

Revised 6/13/03; 5/19/09, 7/18/11, 6/12/12, 7/25/2016

_____ 2. Plan and profile of all existing and proposed wastewater pipes showing all utility with crossings

_____ 3. Manhole inverts shall have a minimum 2/10 of a foot (.20') drop across the manhole.

_____ 4. Test manholes will have a minimum of 1.0-feet of fall. The wastewater line for the test manholes must be downstream of the grease traps. The test manholes must have an 180-degree connection between the effluent and influent lines with no other connections to the manhole. The test manhole is the last discharge point of the pretreatment system before the sanitary sewer. The sanitary sewer connection from the pretreatment system will not be allowed to connect to the site sanitary sewer line by going under or through the building. The connection to the sanitary sewer line must be kept to the exterior of the building structure. The connection from the building to the pretreatment system will be a direct straight line. One 90- or 45-degree angle will be allowed with a clean out if a straight line is not obtainable. The test manhole will be located a maximum of four feet from the last tank in the pretreatment system and must have an invert in the test manhole. The test manhole shall have a minimum depth of 4-feet and a maximum depth of 12-feet.

_____ 5. Minimum slopes for wastewater pipes are as follows:

0.7% on 8" lines

0.5% on 10" lines

0.4% on 12" lines

0.3% on 15" lines

0.25% on 18" lines

21" & larger sizes, maintain 2 feet/sec. at 1/4 capacity

Slopes less than 0.7% shall be pre-approved based on a minimum velocity of 2.0 feet/second based on normal flow.

_____ 6. D.I.P. wastewater is required where line:

a. has less than 4 feet of cover in unpaved areas

b. has less than 6 feet of cover in paved areas

c. crosses over storm sewer or utility line or is within 1-foot of a storm sewer or utility line

d. Is in a fill area

e. has more than 18-feet of cover, minimum class 51 D.I.P. will be required.

f. has more than 30-feet of cover, minimum class 52 D.I.P. will be required.

g. D.I.P. may be required for other conditions

_____ 7. State size, material type, percent grade, and length of all pipes

_____ 8. A City utility encroachment or Georgia D.O.T. encroachment permit will be required before the utilities construction will be allowed within the right of way. For all planned encroachment of state routes, please ensure the surveyor identifies all existing utility elevations and locations along the length of your project site on all state routes. The surveyor should obtain data from ROW limit to ROW limit.

_____ 9. An outside drop is required at a manhole when the following conditions are exceeded:

INCOMING PIPE SIZE (inches) MAXIMUM DROP (in inches)

8"	27"
10"	27"
12"	30"
15"	39"
18"	41"

DIP will be required where the inside drop exceed 1.0 feet.

_____ 10. Where an outside drop exceeds ten (10) feet, provide an intermediate cleanout (a tee section).

- _____ 11. Different size pipes require the crest crown of each to be aligned.
- _____ 12. Maximum distance between manholes is 400 feet.
- _____ 13. Concrete collars on waste water lines are required when the slope is greater than 20 percent of conditions. The maximum allowable slope is 35%.
- _____ 14. Provide safety platforms within manholes, in excess of 20' deep. Spacing shall be:

MANHOLE DEPTH (feet)	PLATFORM SPACING (feet)
20-23'	1 platform spaced in center of manhole depth
24'	8' (2 platforms)

Manholes in excess of 24' shall be pre-approved by the Project Engineering Section, on an individual basis, and shall have platforms spaced every 8 to 10 feet.

- _____ 15. For all wastewater pipes above the ground, wrapped and coated steel pipe or D.I.P. shall be used. All pipe shall be encased in steel and field welded.
- _____ 16. For combined drainage and wastewater pipe easements, the width shall be 30' (feet). Provide additional 5' of combined easement when any pipe is 48" or larger. The wastewater smaller pipes shall be 10' (feet) from one side, while the drainage pipe will be 10' (feet) from the other side.
- _____ 17. Provide reflection angles for all manholes. Minimum angle between influent and effluent waste water line at a manhole is 90 degrees.
- _____ 18. Laterals shall be provided for each lot, building, and unit (townhomes/condos). Laterals to serve a single lot or building may extend a maximum of 125 linear feet, off site. Laterals must be 6" pipe at a minimum 1% slope and indicated by station number or numbers. All laterals from street wastewater lines must extend at least ten feet behind the back of curbing.
- _____ 19. When laterals connect to manholes indicate invert in elevation on wastewater profiles.
- _____ 20. If laterals cross storm sewer show location on storm sewer profile. Show the lateral and the lateral invert elevation on the storm sewer profiles for all lateral crossings. Show the clearance between the outside of the pipe.
- _____ 21. Provide the following wastewater details: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 701, 702, 703, 704, 706, 709, and 711 where applicable.
- _____ 22. No more than 4 connections are allowed per manhole. Provide 12" minimum between pipe penetrations.
- _____ 23. All service lines connecting to an existing wastewater line will be made with manholes.
- _____ 24. When specifying FL STD DH 202, provide calculations for 25-year storm stamped and sealed by a Georgia registered engineer. Concrete collars required at ends of aerial wastewater crossing. Provide structural calculations of flood resistance, certified stamped and signed by a Georgia Registered Engineer. Design and 100-year water depths and velocities structural design, footing design including scour.
- _____ 25. Riprap shall be placed for the full width of the excavation at all creeks crossings where wastewater pipe lines cross and shall extend to the top of bank.
- _____ 26. All manholes outside of roadways and right of ways shall be 18 inches aboveground. If a manhole is in a flood plain or high water area, they shall have watertight covers and extend above the ten-year floodplain level: clearly indicate and provide details. Manholes flush with the ground may be allowed, on a pre-approved basis.
- _____ 27. Grease trap, oil interceptor, pretreatment, etc., approval required from Water and Pollution Control Division of public Works. Call: (404) 612-9425.

____ 28. Obtain approval from Fulton County Department of Health and Wellness, Environmental Health Division for the dumpster pad. Provide drains for the dumpster pads. The drain shall be an ABT S-2900B-02 Catchbasin or equivalent with a galvanized trash bucket and a bolt down cast iron frame and grate. A foul air trap or p-trap shall be placed on the outlet pipe. The outlet pipe shall be a 6-inch DIP to the first cleanout. All portions of the dumpster pad shall drain to this catchbasin. No stormwater from upside the dumpster pad shall flow onto the pad. This drain shall connect to the adjacent wastewater sewer system. Do not drain the dumpster pad to the storm sewer system. Label the drain.

____ 29. Provide a 5/8-inch freeze proof hose bibb with a reduced pressure (RP) backflow preventer within 50-feet of all portions of the dumpster pads.

____ 30. Profile all existing wastewater lines in above which construction will occur. Existing wastewater lines will be CCTV inspected over which construction occurs for as-built approval.

____ 31. If wastewater pipes are to be constructed adjacent to rivers and other waterways (may require state waters buffer variance), a registered Land Surveyor shall certify the location of the waterway. Offset distance from the top of bank of the creek shall be provided to all manholes. All creek banks within ten feet of the centerline of the pipe shall be reinforced with riprap per County Standards.

____ 32. Add all road names on the overall utility plan of the entire property and "Posted Speed Limit" to the plans.

____ 33. All fences or other barriers crossing the Wastewater easement will be installed with a 12' (feet) locked double gate so that Fulton County can have access. Fulton County will provide the lock and key.

____ 34. Force main effluent manholes shall conform to Fulton County Standard Detail 116.

____ 35. Individual single-family residential pump stations to be approved by the CITY.

____ 36. Pavement patch shall conform to standard detail Fulton County Standard Detail 109.

____ 37. Replace covers on existing manholes with new (landscape and/or pavement) manhole cover.

____ 38. Provide a copy of landscape plans.

____ 39. Provide a copy of plumbing plans.

____ 40. Provide a copy of recorded offsite easement.

____ 41. Jack and Bore to be performed in accordance with Fulton County Standard Details 107 and 129. Show steel casing for jack and bore installations.

____ 42. Show steel casing where wastewater line crosses under a retaining wall footing, approved hardscape features, creeks, where the line is aerial, and other cases where it is determined that additional protection is required.

____ 43. Contractor must verify the location and invert of the existing wastewater line prior to construction.

____ 44. The Contractor is to cut and remove the pipe only upon final approval by the Fulton County Inspector

____ 45. Please add a note to the utility plan and to the utility profile sheet that states "All wastewater lines and laterals with less than one-foot of clearance to another utility line shall be constructed with a concrete saddle to maintain separation."

____ 46. Please add the following notes for all appicate manholes.

A. Add notes to the existing manhole _____.

1. Contractor to field verify the location and invert of the existing wastewater line prior to construction.
2. Remove and replace the existing invert to accept the new line as required in the field.
3. Core for new lateral from the inside of the manhole in the presence of the inspector.
4. New drop line to enter manhole at 0.44-feet above the effluent invert.
5. Rebuild the watertable and invert with rowlock bricks to direct the runoff from the new line to existing

Restaurant _____ Seats(5) _____ Schools _____ Persons(20) _____
Fast Foods _____ Seats (30) _____ Hotel/Motel _____ Rooms(100) _____
Warehouse _____ SF(.05) _____ Other _____
TOTAL PROPERTY REQUIREMENT _____ (GPD)

For carwashes, the Developer shall provide manufacturer specifications to verify flow calculations.

e. Provide calculations verifying pipe slopes in excess of 30% will not cause flooding conditions within downstream manholes (energy gradient).

Sanitary Sewer Standard Details

New No.

101	Location for Underground Utilities
102	Conduit Location for UG Utilities
103	Allowable Trench Widths
104	Reinforced Plastic M.H. Step
105	Structure Adjustment
106	Mandrel Detail for PVC Pipe Install.
107	Roadway Crossing Bore and Case
108	Trench Detail
109	Pavement Cut Repair
110	Concrete Encasement
111	Brick M.H. & Frame and Cover
112	Safety Platform Deep Precast M.H.
113	4 ft. precast M.H.
114	Std. Sewer Precast M.H.
115	Std. Sewer Precast M.H. Details
116	Force Main Details Air & Vacuum Release Valve
117	PVC Sewer Installation (Trench)
118	PVC Sewer Installation (Ditch/R.O.W./Conn.)
701	Grease/Solids/Oil/Interceptor
703	Trash Compactor Detail
704	Sanitary Sewer Easement
706	Optional Steel Pier
709	Service Connection 6" C.O.
711	S.S. Lateral Installation (Curbed Streets).

Rev. 5/19/09

Rev. 7/25/16



DEPARTMENT OF PUBLIC WORKS, WATER RESOURCES DIVISION

11575 Maxwell Road; Second Floor

Alpharetta, GA 30009

(404) 612-7400

www.fultoncountyga.com

WATER DISTRIBUTION REVIEW CHECKLIST

Project Name: _____ Tax ID #: _____

Project Number: _____ Date: _____

Reviewed By: _____ Telephone: _____

Please address all items marked with an "X"

General Requirements

- ___ 1 Include the following note on all water plans/utility plans:
Water service is provided by Fulton County/City of Atlanta/City of _____ / _____ County
- ___ 2 Include the following general notes for all projects with water service by Fulton County (no further notes required for projects with water service by other jurisdictions):
- A. All water lines upon acceptance shall become the property of Fulton County.
- B. Water valve markers shall be placed at all locations where water valves are not in the streets. Water valves that are in the street will be clearly marked on the curb.
- C. The issuance of these plans does not in any way imply that sewer taps for Building Permits will be issued.
- D. All construction methods and materials used in the Fulton County Water System must be made of Ductile iron, and comply in respect to ANS/AWWAA21.111/C111-85 Standard Specifications. Plans that do not meet the specifications in all respects will not be accepted. (Class 50 D.I. P.)
- E. The contractor shall install cast iron water meter boxes and 1" type "k" copper service lines.
- F. Lot Lines will be clearly identified and marked on top of curbs before the water main is installed.
- G. Conduit across the road, for installation of water services, is to be installed by the developer prior to paving. Material for conduit shall be PVC pipe or approved alternate and is to be installed 4 feet below final grade.
- H. A 6" P.V.C. conduit will be used to access all lots on opposite sides of the street, except in cul-de-sacs.
- I. Inspector must be notified 24 hours before construction begins.
- J. Thrust blocking will be used at all bends, plugs, tees, and fire hydrants.
- K. Fire hydrants shown in the radius of a curve shall be field adjusted so that the actual installation of fire hydrants will be outside of curve radius.
- L. Any changes to the water drawings must be approved by Fulton County.
- M. All lines 6" diameter or greater must be pressure tested at 250 psi for a minimum of two (2) hours.
- N. In residential subdivisions, the water tap, laterals, and meter boxes will be installed by the developer per current Fulton County specifications.
- O. When connecting to a 10" water main or greater and the proposed water line is 600' long you must install 10" water line or have a loop system

Water Design Requirements

- ___ 1 Water shall be shown on the North or West side of the road unless the existing main is on the opposite side
- ___ 2. All proposed or upgraded water system structures must be design according to the latest Fulton County Standard Details.
- ___ 3. The drawings are clear and legible.

- ___ 4. The proposed and existing water lines are labeled with the size and type of pipe and the horizontal scale are included on each sheet.
- ___ 5. All existing and proposed sanitary sewer, storm sewer, gas, telephone, power, and any other utility lines must be shown. If these existing or proposed lines cross or run parallel to the proposed water system installation, please show the horizontal and vertical dimensions. Perform subsurface exploration for all area where conflicts has been identified.
- ___ 6. A minimum of eighteen (18) inches of vertical clearance must be obtained at all crossing of other utilities unless approved by the Department of Public Works, Water Resources Division.
- ___ 7. Proposed and existing road names, state route numbers, posted speed limit, and right-of-way width must be shown.
- ___ 8. Show the reference distances from the proposed water line or water system structures to the curb line, buildings, or other existing utilities.
- ___ 9. Show and identify all subdivisions, property lines, and property markers.
- ___ 10 Water meter/water vault must be located inside of right-of-way; or provide an easement which has to be dedicated to Fulton County prior to LDP approval.
- ___ 11. 1" type "K" copper service and cast iron water meter boxes will be installed for all lots.
- ___ 12. A 6" P.V.C. conduit will be used to access all lots on opposite sides of the street, except in cul-de-sacs. Conduit across the road, for installation of water services, is to be installed by the developer prior to paving. Material for conduit shall be 6" PVC pipe or approved alternate and is to be installed with a minimum of 4 feet below final grade. No split connection allowed.
- ___ 13 Thrust blocking is to be shown at all fire hydrants, tees, plugs, and bend locations. Provide a detail of all blocking to be used.
- ___ 14 All fire hydrants shall be 3.5 foot bury hydrants with a maximum distance of 400 feet between each. Fire hydrants should be located on property lines and the back of all cul-de-sacs. 12" water lines will require 4.5 foot bury hydrants.
- ___ 15. Install a fire hydrant at subdivision entrances.
- ___ 16. Valves shall have a maximum distance of 800 feet between them and placed near a fire hydrant.
- ___ 17. Show location of existing water lines, with sizes, and fire hydrants.
- ___ 18 Provide a loop on water mains when possible. Loops will be considered on an individual case basis with dedicated easements.
- ___ 19. All water mains shall be minimum 8" class 50 D.I.P. or better.
- ___ 20. The following Fulton County Standard details must appear on all plans submitted for L.D.P.: 101,102, 132A, 133, 711, 806, 814 and 816.
- ___ 21. A flow test may be required by the fire Department for your project. Provide design calculations showing minimum psi and gpm to be used in your development. Results of fire flow pressure test from the nearest existing hydrant must be shown on plan submittal
- ___ 22. Fire Department approval required.
- ___ 23. Provide at least 10-feet of clearance from the water meter vault to an obstruction (fire hydrant and etc.)

- ____ 24. There are existing water services to this property. The water service line is to be removed back to the corporation stop at the main line in the presence of the inspector.
- ____ 25. Fire hydrants are not to be located next to a drainage structure.
- ____ 26. Public Works utility encroachment and DOT encroachment permit required before LDP will be issued
Call: _____ Fulton County Public Works; and: _____ GADOT

Requirements for Subdivisions that have flag lots or lots with unusual configurations

- ____ 1. A fire hydrant or water source approved by the fire department available within 500 foot of the dwelling's most remote point
- ____ 2. Provide an all-weather driveway of at least 14 foot width and having a vertical clearance of 13feet 6 inches.
- 3 Provide an approved turnaround at the dead end of any road or drive over 150 feet long. For individuals who choose to build dwellings more than 500 feet off the road, please be advised that the fire department may be unable to provide adequate fire protection prior to building. If you have any questions, please contact the City fire marshal.

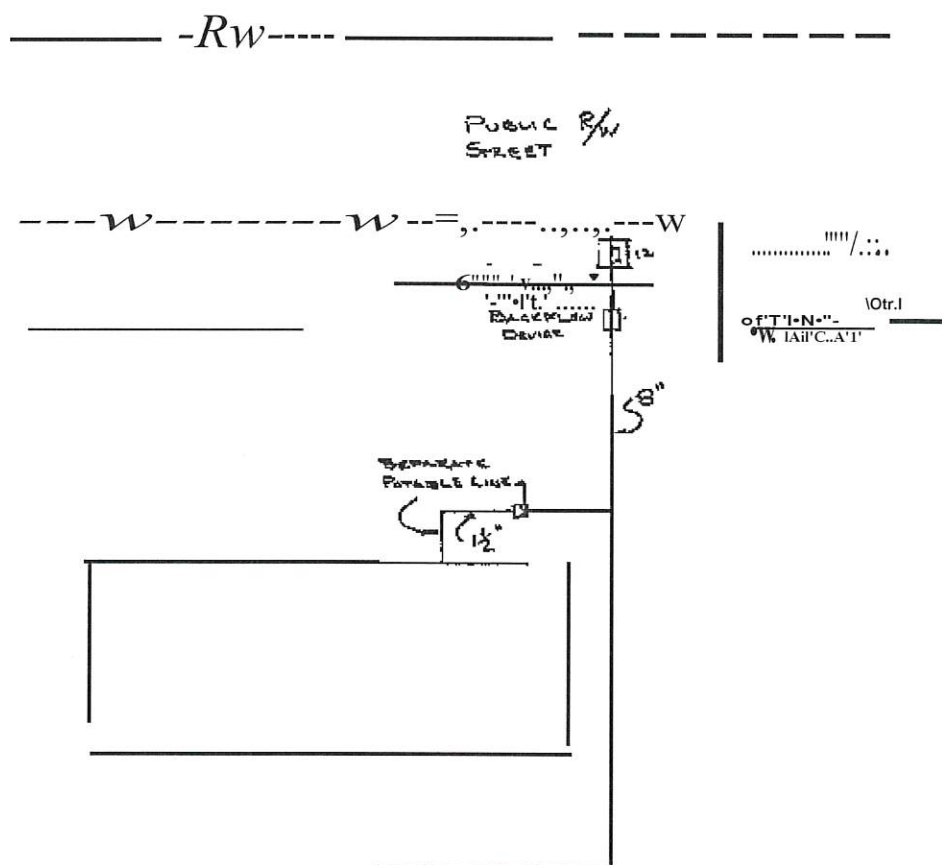
- ___3 Provide an approved turnaround at the dead end of any road or drive over 300 feet long. For individuals who choose to build dwellings more than 500 feet off the road, please be advised that the fire department may be unable to provide adequate fire protection prior to building. If you have any questions, please contact the fire marshal at (404) 699-8907.

Addendum:

TO: .11&4893G426

From: (404) 699-8907

87118/11 11:32 n1 roge 1 or 1



2 of 5

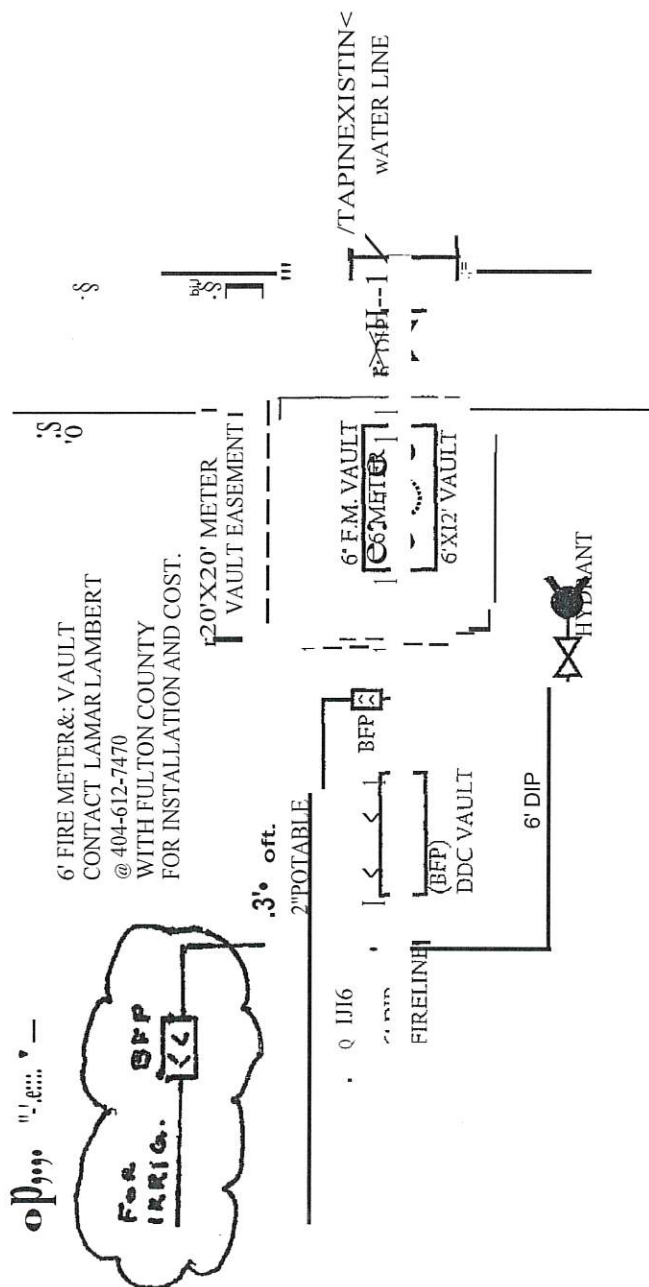
ADDITIONAL COMMENTS/NOTES :

1. Add 5/8" chlorination tap with corporation cock near the tie in point.
2. Add note: "Removal and abandonment of existing cleanouts and water services to take place in the presence of the Fulton County Inspector."
3. Add note to the tap: "Tap to existing water line to be performed in accordance with Fulton County Standard Details 122, 123, and 127."
4. There are existing water services to this property. The water service line is to be removed back to the corporation stop at the main line in the presence of the inspector.
5. Add water sampling stations at the end of the new water mains. Label this as a water sample pedestal. This sampling station shall be Water Plus 301-D Above Grade Sample Station 301D or equal.
6. All residential services are to have 1" Type K copper service with a cast iron "Rome" style meter box with lid. Lids are to have pre-drilled 1-7/8" diameter holes for AMR.
7. Water meters are to be installed 1-foot inside the right-of-way limits. If water meters conflict with the sidewalk, move the meter 1-foot outside the right-of-way limits and install the meters in utility easements. Water meter are not to be set within 1-foot of the sidewalk.
8. Please add the following notes to the plans. Water meter boxes are to have 1-inch Type "K" Copper service line. The service line must be continuous from the main to the water meter and shall have a minimum cover of 48-inches. All joints shall be flared. The service line shall connect to the main line with a direct tap with a corporation cock with a minimum of 18-inches between taps.
9. Curb stops are to be Ford Angle Inverted Key Service Valves AV21-444. The center of the curb stops are to be set 10-inches below grade. The shoulders are to be graded to finished grade prior to setting the water meter boxes.
10. Water meter boxes are to be cast iron "Rome" style meter box with a cast iron lid. Lids are to have pre-drilled 1-7/8" holes for AMR.
11. Show individual water meters for the houses and double water meters for the townhomes.
12. Add note to the bore: "Jack and Bore to be performed in accordance with Fulton County Standard Details 107 and 129."
13. Add note to the Water Distribution Plan: "Water service is provided by the Fulton County."
14. Specify 8" Class 50 DIP for the water line.
15. Add a fire hydrant at the end of each water main.
16. Label the lots.
17. Obtain a GaDOT permit to remove the existing water services.
18. Provide additional fire hydrants to meet the 400-foot hose lay requirement.
19. Based on the fire flow test the maximum size of detached houses shall be 3,600 (4,800; 6,200; 7,700; 9,400; 11,300) sq. ft. for a fire flow of 1,500 (1,750; 2,000; 2,250; 2,500; 2,750) gpm. Maximum size of the attached houses shall be half the size of the detached house. Please record the maximum size of the house on the final plat. The use of a fire sprinkler system will double the fire flow rate to determine the maximum allowable house size.
20. Acceptable materials for water lines within Fulton County are either Type "K" copper for lines up to 4-inches or Class 50 DIP AWWA C151 for lines 4-inches and larger.
21. Show individual 1-inch type "K" copper water lines to all services. Split services are not allowed.
22. Show 6-inch PVC conduit under the pavement where the water service line runs to the far side of the road. Two water lines may use the same conduit.

23. All water meter service lines and meter boxes will be set by the developer in residential developments. Please remove note stating that Fulton County will set the boxes.
24. Submit a copy of the approved power plan to verify that no conflicts exist between the water meters and the transformers.
25. Provide a separate sprinkler system for the fire sprinkler system. A 4-inch fire meter will be required for each sprinkler line. Multiple buildings can be connected to the same sprinkler line.
26. Show the fire hydrants at the end of the line in conformance with Standard Detail 813.
27. Provide an irrigation meter at the entrance if desired.
28. Add 6-inch PVC conduit under the entrance road for the irrigation system if desired.
29. Please add Fulton County Project Number to the Cover Sheet and Utility Plan.

Water Service Standard Details

101	Location for Underground Utilities
102	Conduit Location for UG Utilities
132A	Thrusts for Water
133	Main Extension Blocking and Intersection Valves
711	Sewer and Water Lateral Installation
806	¾ - 1" Meter Setting
814	Hydrant Installation for Curb and Gutter
816	Hydrant Installation



TVPl...A\... It.aS... &o.t...4"TON

q" FIRE METER &r VAULT
CONTACT LAMAR LAMBERT
@ 404 612 7470
WITH FULTON COUNTY
FOR INSTALLATION AND COST.

8" DIP
FIRELINE

2" POTABLE

F.M. VAULT
8" METER
6'X12' VAULT

TAP IN EXISTING
WATER LINE

8" DIP
FIRELINE

(BFP)
DDC VAULT

8" DIP

ANT