



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**23RFP137284K-CRB**

**Water Distribution System Master Plan**

**For**

**Public Works Department**

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## CONTRACT AGREEMENT

Consultant: **Jacobs Engineering Group, Inc.**

Contract No.: **23RFP137284K-CRB Water Distribution System Master Plan**

Address: **10 Tenth Street NW, Suite 1400**  
**Atlanta, GA 30309**

City, State

Telephone: **404.751.5516**

Email: **jason.bodwell@jacobs.com**

Contact: **Jason Bodwell**  
**Client Account Manager**

This Agreement made and entered into effective the 21<sup>st</sup> day of June, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Jacobs Engineering Group, Inc.**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its **Public Works Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform the **Water Distribution Systems Master Plan** 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;
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms

- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 22, 2023, BOC#23-0426**.

#### 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 the **development of a Master Plan for the North Fulton county Water Distribution System**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. SCOPE OF WORK

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

#### ARTICLE 5. DELIVERABLES

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

#### ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

#### ARTICLE 7. MODIFICATIONS

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

#### ARTICLE 8. SCHEDULE OF WORK

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

#### ARTICLE 9. CONTRACT TERM

The term of the contract shall be for 15 months from the Notice to Proceed or the date work begins, whichever comes first.

#### 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 **\$432,514.00 (Four Hundred Thirty-Two Thousand, Five Hundred Fourteen Dollars and Zero Cents)**, which is full payment for a complete scope of work.

#### ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

#### ARTICLE 12. SUSPENSION OF WORK

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

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

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

#### ARTICLE 13. DISPUTES

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

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

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

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

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

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

#### ARTICLE 16. WAIVER OF BREACH

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



ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not

relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

## ARTICLE 22. INDEMNIFICATION

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

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

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

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

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified

Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

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

#### **22.4 Separate Counsel.**

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

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

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

ARTICLE 23. **CONFIDENTIALITY**

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

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

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

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

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

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

under this Agreement.

#### ARTICLE 31. **AUDITS AND INSPECTORS**

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

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

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

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

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

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

Deputy Director  
141 Pryor St. SW  
Atlanta, Georgia 30303  
Telephone: 404-612-7485  
Email: [terry.peters@fultoncountyga.gov](mailto:terry.peters@fultoncountyga.gov)  
Attention: Terry Peters

**With a copy to:**

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

Notices to Consultant shall be addressed as follows:

Client Account Manager  
10 Tenth Street NW, Suite 1400  
Atlanta, GA 30309  
Telephone: 404.751.5516  
Email: [jason.bodwell@jacobs.com](mailto:jason.bodwell@jacobs.com)  
Attention: Jason Bodwell

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

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

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation,



or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

#### ARTICLE 40. **INVOICING AND PAYMENT**

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

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

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

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

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
  
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)

- c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

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

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

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

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

#### ARTICLE 41. **TAXES**

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

#### ARTICLE 42. **PERMITS, LICENSES AND BONDS**

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

#### ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

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

#### ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

Jacobs Engineering Group, Inc.

DocuSigned by:  
*Robert L. Pitts*  
14E1B4AA5F6A44A...

DocuSigned by:  
*Dale Jones*  
73B55FCDD718474...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Dale Jones VP, Operations Manager

Please select Attest or Notary from checkbox  Attest  Notary

ATTEST:

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
EEC476C4837648D...

Justin Johnson

Tonya R. Grier  
Interim Clerk to the Commission

Secretary/  
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*Patrick O'Connor*  
68048F0EDCEC451...

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

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

DocuSigned by:  
*David Clark*  
65CE1C9FDD834B8...

David Clark Director  
Department

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

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2023-0426	RCS: 6/21/2023	ITEM#: _____	RM: _____
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	



Insurance Certificate to be attached



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/24/2023

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

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

PRODUCER LIC #0437153      1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street  Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No. Ext):      FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE AMER INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE AMER INS CO	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE AMER INS CO	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Jacobs Engineering Group Inc.  C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071															

**COVERAGES      CERTIFICATE NUMBER: 69323679      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C50711481 (AOS)	07/01/23	07/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A				WCU C50711559 (OH)*	07/01/23	07/01/24	E.L. EACH ACCIDENT \$ 2,500,000
A				SCF C5071164A (WI)	07/01/23	07/01/24	E.L. DISEASE - EA EMPLOYEE \$ 2,500,000
A				EON G21655065 014	07/01/23	07/01/24	E.L. DISEASE - POLICY LIMIT \$ 2,500,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY						PER CLAIM/PER AGG 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 PROJECT MGR: Brian Skeens. CONTRACT MGR: Brad Lanning. RE: Water Distribution Master Plan. CONTRACT NUMBER: Water Distribution System Master Plan Project. CONTRACT END DATE: 2025-12-31. PROPOSAL NUMBER: BPO00SIG. SECTOR: Public. Fulton County Government, Its' Officials, Officers and Employees are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. Waiver of subrogation is hereby granted in favor of cert holder for GL, AL and WC. General Liability coverage includes the severability of interests/Cross Suits Liability provision in favor of the holder. \*THIS IS A

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

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
07/24/2023

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

SAMPLE CERTIFICATE ONLY\*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

Additional Information:

\*\$2,000,000 SIR FOR STATE OF: OHIO

# **ADDENDA**

#23RFP137284K-CRB - Water Distribution System Master Plan

February 13, 2023

3 | Page

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

The undersigned Bidder acknowledges receipt of this Addendum by returning one (1) copy of this Acknowledgement form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Wednesday, March 22, 2023 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 13<sup>th</sup> day of February 2023.

Jacobs Engineering Group Inc.  
\_\_\_\_\_  
Legal Name of Bidder



\_\_\_\_\_  
Signature of Authorized Representative

Client Account Manager  
\_\_\_\_\_  
Title





**Date:** March 16, 2023

**Project Number:** 23RFP137284K-CRB

**Project Title:** Water Distribution System Master Plan

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

**ADDENDUM NO. 2**

The undersigned Bidder/Proposer acknowledges receipt of 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, 16<sup>th</sup> day of March, 2023.

Jacobs Engineering Group Inc  
Legal Name of Bidder/Proposer

A handwritten signature in blue ink that reads "Jason Bodwell". The signature is written in a cursive style with a large initial "J" and "B".

\_\_\_\_\_  
Signature of Authorized Representative

Client Account Manager  
Title



**Date:** March 16, 2023

**Project Number:** 23RFP137284K-CRB

**Project Title:** Water Distribution System Master Plan

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

**ADDENDUM NO. 3**

The undersigned Bidder/Proposer acknowledges receipt of 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. 3, 16<sup>th</sup> day of March, 2023.

Jacobs Engineering Group Inc.  
Legal Name of Bidder/Proposer

A handwritten signature in blue ink that reads "Jason Beckwell". The signature is written in a cursive style.

\_\_\_\_\_  
Signature of Authorized Representative

Client Account Manager  
Title

**EXHIBIT A**

**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.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. 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.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**EXHIBIT B**

**SPECIAL CONDITIONS**

Fulton County shares special conditions / concerns with the following municipalities:

1. City of Atlanta ((production plant operations and interconnection)
2. City of Roswell (interconnection)
3. Cobb County (interconnection)
4. Forsyth County (interconnections and crossover service areas)
5. Gwinnett County (interconnection)

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

The Consultant shall prepare a Master Plan (Plan) for the North Fulton County Water Distribution System (System). The Plan is desired to be consistent with the planning horizons of the Metropolitan North Georgia Water Planning District's (District) 2022 Management Plan; with facilities (water distribution and storage) requirements projected through 2050. The resulting Capital Improvement Plan should be developed through 2050 in 10 year increments beginning in 2030. The model and capital improvement plan shall be developed in 10 year planning horizons to meet the requirement that the completion date for any project be at least five years prior to the critical date that would negatively impact the system's ability to meet demands.

Level of Service Analysis: Selected consultant shall perform a level of service analysis to define the way the system should perform over the long term. It is anticipated that water demand will be based upon census population projections coordinated with the planning departments of the Cities of Alpharetta, Johns Creek, Milton and Roswell. The Atlanta Regional Commission (ARC) has developed population projections for each county of the region. Population projects will need to be reasonably consistent within the context of ARC's county projections as well as the City of Atlanta's planning projects with consideration given to the other cities in the County.

City Master Plans and Transportation Plans shall be reviewed and assessed for impact on any proposed water system improvements, so as where feasible, to schedule and locate water system projects to avoid or minimize impacts from, or to, other City transportation or other infrastructure projects.

Some specific needs that will be addressed in the Plan are:

1. Adequacy of distribution system storage
2. Distribution System capacity to serve localized growth projections
3. Capabilities and improvements required to provide emergency supply to and from other utility connections (Gwinnett County, City of Atlanta, Forsyth County, City of Roswell, Cobb County), including potential improvements / modifications to the other utilities.
4. Improvements required to overcome deficiencies in low pressure areas.

Some of the specific outputs required will be as follows

1. Water supply needs forecasting that the AFCWRC Tom Lowe plant will provide Fulton County
2. Water Distribution System Hydraulic Model reflecting demands projected through 2050
3. Detailed twenty five year phased capital improvement plan to include
  - a. Water supply needed to meet projected demands through 2050
  - b. Distribution System improvement required to meet projected demands through 2050
  - c. Significant replacement, repair or maintenance of existing system components required to meet projected demands through 2050
  - d. System improvements necessary to maximize functionality of emergency connections with other utilities.

The Fulton County distribution system serves most of the areas of Fulton county north of the Chattahoochee River. It should be reasonably expected that work (field trip visits and other investigations) can occur at several strategic locations within the service area. Fulton County rate payers represent the bulk of persons impacted by this project's execution. The rate payers fall within the municipal boundaries of the following cities:



1. City of Alpharetta
2. City of Johns Creek
3. City of Milton
4. City of Roswell

Fulton County shares special conditions / concerns with the following municipalities:

1. City of Atlanta ((production plant operations and interconnection)
2. City of Roswell (interconnection)
3. Cobb County (interconnection)
4. Forsyth County (interconnections and crossover service areas)
5. Gwinnett County (interconnection)

The following is a list of key topics which shall be included in the final Distribution System Master Plan document as a deliverable to the County:

1. Demand and Supply Analysis- Demand forecast for every 10 year period beginning 2030 and ending 2050. These demands are to be determined through consultation with all of the cities within the Fulton County Water Distribution System service area.
2. Capital Improvement Program (CIP) – Develop 20 year (long term) CIP that includes projects at 10 year project planning horizons. Plan should detail need and be accompanied by opinions of probable construction costs in base year dollars. Provide a prioritized phased approach which includes planning level cost estimates and contingencies. Where possible incorporate a risk exposure approach using risk and consequences of failure analysis to create a CIP that addresses needs posed by aging infrastructure and additional capacity required to meet future demands.
3. Emergency Supply Interconnections – The various interconnections with adjoining municipal water systems (listed above) shall be evaluated for their capability to provide water supply in the event of an emergency in the Fulton County Water Distribution System or loss of supply from the Tom Lowe plant. Incorporated in those evaluations shall be an evaluation of improvements that might be required to the adjoining utility in order to cost effectively improve the supply should it be necessary.
4. Water Loss Control Program Evaluation – Assess the benefits of increasing water loss reduction efforts. Currently non-revenue water amounts to less than ten percent of water purchased from the plant. Assess if there is reasonable cost effective benefit for increases to our leak detection and loss reduction program, including the establishment of District Metered Areas (DMAs).

Proposers are expected to exhibit their expertise in water system master planning by developing a project guideline to be included in their Technical proposal that includes major milestones and tasks. The proposal should include at a minimum, the following:

1. Project Management
  - a. Project initiation
  - b. Development of Progress Meeting Schedule and immediate needs
2. Demand Analysis / Projections
  - a. Evaluation of existing system Levels of Service and expectations

- b. Review of Existing Hydraulic Models
  - c. Identification of any data gaps / needs
  - d. Workshops and meetings with Planning Departments of municipal entities
3. Hydraulic Modeling Activities & CIP Development
- a. System demands and required system improvements required to meet those demands for each 10-year planning horizon 2030 through 2050
  - b. Draft Technical Memorandum discussing analysis and results
  - c. Workshop presentation of analysis and results to County staff
  - d. Review and comments by County staff
  - e. Final Master Plan development and presentation

Documents available and to be provided to firms desiring to propose on the project include:

1. 2007 Technical Memorandum on North Fulton County Hydraulic Water Model Update (Jordan Jones & Goulding)
2. 2008 June Fulton County Water and Wastewater Master Plan Update (Jordan Jones & Goulding)
3. August 26, 2022 Fulton County Water Model Recalibration (Phase 1 Report) (Stantec Consulting Services, Inc.)

Documents and information to be provided to the consultant selected to perform the work

1. Water Distribution System Model (Innovyze InfoWater) – Model specifics are provided in the calibration report
2. Existing water customer usage / billing data

**EXHIBIT D**

**PROJECT DELIVERABLES**

## PROJECT DELIVERABLES

The project plan prepared by proposers should include:

1. Project Schedule outlining major project milestones and associated tasks
2. Project Meeting Agenda and Summaries due after each monthly progress meeting and after comments from all stakeholders have been finalized
3. Monthly Status Reports in a written and discussion meeting format
4. Technical Memorandum (TM) Detailing the planning projections and associated demand requirements derived from the salient cities, specifically The City of Alpharetta, The City of Johns Creek, The City of Milton, and The City of Roswell, as they relate to water supply requirements of the Tom Lowe Water Treatment Plant. Separate TMs are required for each municipality which shall serve as Appendices to a final consolidated TM addressing the totality of demands on the North Fulton County Water /Distribution System. The data provided therein shall be the basis for overall water supply demand projections as well as census unit level demands included in the hydraulic model analyses. Separate formal presentations shall be made to the County on the data and conclusions contained in each of the TMs as well as the consolidated TM.
5. Copies of the updated hydraulic model reflecting the each of the planning level horizons (2030, 2040, and 2050) with associated demand projections shall be furnished with the draft Capital Improvement Plan and additionally with any required revisions after review by the County. Copies shall be furnished as well along with the final master plan document.
6. Condition assessment and Recommendations TM – All water system infrastructure (transmission mains, distribution mains, storage tanks, pumping stations, etc. shall be assessed with respect to their capability to meet demand requirements for future (2050) conditions.
7. Innovyze InfoWater Master Database utilizing version 12.4 with update 14 for ArcGIS Version 10.3 to 10.8.1. The master database shall include flagging for facilities that correspond to proposed CIP projects as they progress thru the specified planning horizons. Utilization of software's "Scenario Management" must be used to identify all changes to existing facilities and/or new facilities according to the corresponding planning horizon.
8. Draft and Final Water Distribution Capital Improvement Plan (CIP). The CIP shall present and prioritize Projects required to meet the projected 2050 system wide demands with a required completion date for any project at least five years prior to the critical date that would negatively impact the system's ability to meet demands. The recommended CIP must contain project associated opinions of probable construction cost represented in present worth dollars.
9. Emergency Supply Interconnections - The evaluation of emergency supply interconnections shall be provided as a supplement to the Master Plan with a draft of the interconnection report completed and submitted within 120 days of submittal of the draft Master Plan and the salient aspect of the interconnection report incorporated into the Final Master Plan within 60 days of receipt of comments from the County. The interconnection report shall include existing or proposed (draft) Intergovernmental Agreements (IGAs) that address the various situations, conditions, procedures, responsibilities, and compensation concerning the use of the interconnections.

10. Draft and Final Report presenting overall Master Plan. A formal presentation of the overall masterplan shall be presented in a draft form, with a minimum of 30 days allowed for County comments. The final report shall be provided within 30 days of receipt of County comments.
11. Ten (10) hard bound copies and three (3) electronic copies on separate media of the final Master Plan and final Technical Memoranda shall be provided to the County.

**EXHIBIT E**

**COMPENSATION**

## COMPENSATION

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$432,514.00 (Four Hundred Thirty-Two Thousand Five Hundred Fourteen Dollars and No Cents). The detailed costs are provided below:

# Cost **Proposal**

## Section 1 | Introduction

The Jacobs team is pleased to submit our Cost Proposal for the Water Distribution System Master Plan for the Fulton County Department of Public Works **23RFP137284K-CRB**. We have carefully read the Request for Proposals you provided as well as the included Scope of Work. You have done an excellent job of outlining the framework for completion of a master plan and included valuable enhancements such as a study of interconnections and review of your Water Loss Control Program. We believe that we have identified an efficient strategy to deliver the tasks requested, including the workshops and deliverables. It is our intention to maintain frequent communication with you throughout the project, and that is included in the scope of work and cost proposal. We are excited to perform this important project for Fulton County.

## Section 2 | Completed Cost Proposal Forms

Please find the Jacobs team completed cost proposal forms beginning on the following page.



Task No.	Position / Service Type	Senior Engineer Principal	Engineer Principal	Project Manager	Project Engineer	Senior Engineer	EIT Engineer	Engineering Technician
	Task Description	Estimated Work Hours	Estimated Work Hours	Estimated Work Hours	Estimated Work Hours	Estimated Work Hours	Estimated Work Hours	Estimated Work Hours
<b>1</b>	<b>Project Management</b>							
1.1	Startup and Scheduling	17				22	15	
1.2	Kickoff Meeting	8	11	11	6	52		
1.3	Monthly Progress Meeting	52		6		52		30
1.4	Monthly Invoicing and Progress Reports	52				19	19	
1.5	Project Close-out	8						
<b>2</b>	<b>Demand Analysis and Projections</b>	0				26	13	
2.1	Data Collection	13		26	26	110	80	
2.2	City Coordination and Demand Projections	26	8	26	26	35	17	
2.3	Hydraulic Model Review	4	0	44		30	13	
2.4	Level of Service Criteria	8	4	4	4	57	24	
2.5	TMs	19	17		17	96	44	
2.6	Workshops	22	8		8			
2.7	QC	8	8	8	8			
<b>3</b>	<b>Hydraulic Modeling and CIP Development</b>					35	20	
3.1	Model Preparation			17		35	26	
3.2	Pressure Zone and Storage Analysis	8		8		61	26	
3.3	Interconnections	17		17		44	8	
3.4	Water Loss Review	17				149	95	
3.5	CIP Planning	44	105	61	61	61	40	
3.6	Master Plan Report	26	30	17	17	70	40	
3.7	Workshops	17	17		17			
3.8	QC	8	17	26	8			
	<b>Estimated Total Work Hours All Tasks</b>	<b>374</b>	<b>225</b>	<b>271</b>	<b>198</b>	<b>954</b>	<b>480</b>	<b>30</b>

Position/ Service Type	Total Estimated Work Hours	Hourly Billing Rate	Estimated Position Total Cost
Senior Engineer Principal	374	225	\$84,150
Engineer Principal	225	210	\$47,250
Project Manager	271	190	\$51,490
Project Engineer	198	175	\$34,650
Senior Engineer	954	150	\$143,100
EIT Engineer	480	125	\$60,000
Engineering Technician	30	115	\$3,450
	Estimated Expenses		\$8,424
Total Estimated Project Cost			\$432,514

**EXHIBIT F**

**PURCHASING FORMS**

**STATE OF GEORGIA  
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** Jacobs Engineering Group Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

11557  
EEV/Basic Pilot Program\* User Identification Number

Jason Bodwell  
BY: Authorized Officer of Agent (Insert Contractor Name)

Client Account Manager  
Title of Authorized Officer or Agent of Contractor

Jason Bodwell  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13 day of March, 2023

Notary Public: Andrea M Laiosa

County: Fulton

Commission Expires: January 15, 2024



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


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

**STATE OF GEORGIA  
COUNTY OF FULTON**

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

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

75787  
EEV/Basic Pilot Program\* User Identification Number

Engineering Design Technologies, Inc.   
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

President  
Title of Authorized Officer or Agent of Subcontractor

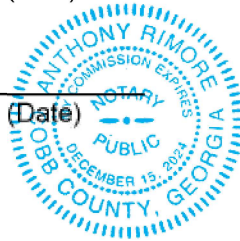
Anthony Taylor, PhD  
Printed Name of Authorized Officer or Agent

**Sworn to and subscribed before me,**

This 22 day of February, 2023

  
(Notary Public) (Seal)

Commission Expires: December 15, 2024



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

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

STATE OF GEORGIA  
COUNTY OF FULTON


FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

67234

EEV/Basic Pilot Program\* User Identification Number

Q Solutions, Inc.

BY: Authorized Officer of Agent   
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Thuy-Kieu Chang

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 13<sup>th</sup> day of March, 2023

  
(Notary Public) (Seal)



Commission Expires: 10-15-2024  
(Date)

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

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

# Purchasing **Forms**

(Form C Disclosure Form and Questionnaire)



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

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

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

Bob Pragada, Chief Executive Officer  
Kevin Berryman, President & Chief Financial Officer  
Joanne Caruso, EVP, Chief Legal & Administrative Officer

Shelie Gustafson, EVP, Chief People & Inclusion Officer  
Claudia Jaramillo, EVP, Strategy & Corporate Development

All officers presented above are located at:

1999 Bryan Street, Suite 1200, Dallas, TX 75201 | Ph: 214.583.8500

For more information about Jacobs' senior management, including the Board of Directors, please visit the Corporate Governance section on [www.jacobs.com](http://www.jacobs.com).

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.

Jacobs Engineering Group Inc. (Jacobs) was founded in 1947 and is a publicly-owned corporation traded on the New York Stock Exchange (NYSE: JEC). We provide professional services including engineering, construction management, procurement, planning, and environmental. Our organization is comprised of approximately 250 operating companies and affiliates, with a total current employment complement of more than 54,000 persons and revenues of approximately \$14 billion. We are linked and networked with national and international water professionals and are recognized as the: #1 Design Firm by *Engineering News-Record*; #2 World's Most Admired Company, Engineering, Construction by *Fortune* magazine; #2 Engineering Firm by the *Atlanta Business Chronicle*; and 2020 Georgia Engineering Employer of the Year by the GSPE/ACEC. For more information, please log on to [www.jacobs.com](http://www.jacobs.com).

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.

Jacobs Engineering Group Inc. has had a business relationship with Fulton County since the 1980s as engineering firm Jordan, Jones, and Goulding, which was bought by Jacobs in 2010. Projects we have performed for Fulton County Public Works in the last 5 years are:

- Fulton County Schools (Ongoing)
- Deep Creek Pump Station 30% Design (2022–2023)
- Fulton County Transportation On-Call (12/21/2015)



**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. See Attachment A

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? See Attachment A

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? See Attachment A

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? See Attachment A

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? See Attachment A

Circle One:                      YES                      NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 13 day of March, 2023

Jacobs Engineering Group Inc.  
(Legal Name of Proponent) (Date)

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

Client Account Manager  
(Title)

Sworn to and subscribed before me,

This 13 day of March, 2023

[Signature]  
(Notary Public) (Seal)

Commission Expires January 15, 2024  
(Date)



## Attachment A

### **Item 1 – Question 1(c):**

The Offeror Jacobs Engineering Group Inc. (JEG) and its parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization of over 300 subsidiaries and affiliate companies, in excess of 50,000 employees worldwide and revenues approaching \$13 billion that has the technical, financial, and professional qualifications and resources to deliver Consulting Engineering Services for Fulton County (the “Project”). Jacobs Solutions Inc.’s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>.

From time to time and in the ordinary course of its business, JEG is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JEG’s practice to vigorously defend itself in such actions, many of which are generally subject to insurance and none of which are expected to have a materially adverse effect on the organization’s consolidated financial statements. No such litigation is expected to have any impact on JEG’s potential ability to perform the Project.

### **Item 2 – Question 2:**

The Offeror, Jacobs Engineering Group Inc. (JEG) and its parent, Jacobs Solution Inc. and related companies and affiliates form a global organization of over 300 subsidiaries and affiliate companies, in excess of 50,000 employees worldwide and revenues approaching \$13 billion that has the technical, financial, and professional qualifications and resources to deliver Consulting Engineering Services to Fulton County (the “Project”). As a publicly traded company, Jacobs Solutions Inc.’s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. Given its size and breadth of operations, JEG does not maintain records for all of its employees as it relates to all criminal indictments or convictions. To the best of our knowledge and belief, no person that will be assigned to this Project has been indicted or convicted of a criminal offense within the last five (5) years.

### **Item 3 – Question 3:**

From time to time, and in the ordinarily course of its business, JEG is subject to various terminations for conveniences, claims and disputes, including but not limited to, arbitrations and other legal proceedings. No such termination, claim or dispute, including but not limited to arbitration and other legal proceeding is expected to have a materially adverse effect on the consolidated financial statements. Further JEG does not track the information required by this question. However, based on information and belief, neither the Offeror nor any person that will be assigned to this Project has had a contract terminated by Fulton County in the past five (5) years.

### **Item 4 – Question 4:**

The Offeror, Jacobs Engineering Group Inc. (JEG) and its parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Consulting Engineering Services to Fulton County. As a publicly traded company, Jacobs Solutions Inc.’s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>

From time to time and in the ordinary course of its business, JEG is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is JEG's practice to vigorously defend itself in such actions, many of which are generally subject to insurance and none of which are expected to have a materially adverse effect on JEG's consolidated financial statements.

Based on information and belief, neither the Offeror nor any person that will be assigned this Project has been involved in any claim or litigation adverse to Fulton County in the last three (3) years.

**Item 5 – Question 5:**

The Offeror, Jacobs Engineering Group Inc. and its parent, Jacobs Solutions Inc. and related companies and affiliates form a global organization of over 300 subsidiaries and affiliate companies, in excess of 50,000 employees worldwide and revenues approaching \$13 billion that has the technical, financial, and professional qualifications and resources to deliver Consulting Engineering Services to Fulton County. As a publicly traded company, Jacobs Solutions Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>.

JEG does not track the information required by this question. However, based on information and belief, neither the Offeror, Jacobs Engineering Group Inc., nor any of its elected officers has been notified within the past five (5) years that they are the target of a criminal investigation, grand jury investigation, or a civil enforcement proceeding.

**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.

Q Solutions ,Inc.  
 6617 Gunstock Lane  
 Tucker, GA 30084  
 TEL: 770.939.6500  
 Thuy-Kieu Chang            President/BOD    91%  
 Kieu-Anh Tran              Vice President    9%

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.

Q Solutions, Inc. (QSI) is an M/WBE and SDB certified civil/environmental engineering company dedicated to providing premiere engineering technical support, integrated solutions and consulting services to our federal, state, and local governmental agencies and the private sector clients throughout the Southeastern United States. We have and continue to serve our clients with some services such as the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Water/Sewer Engineering Design                  | <input type="checkbox"/> Compliance and Permitting       |
| <input type="checkbox"/> GIS Database Management                         | <input type="checkbox"/> Sanitary Sewer Evaluation Study |
| <input type="checkbox"/> Environmental Database Management and Reporting | <input type="checkbox"/> CMOM & Asset Management         |
| <input type="checkbox"/> Construction Management                         | <input type="checkbox"/> Training                        |

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.

Q Solutions, Inc. has an existing subcontracting contract with ADS with their "Operation and Maintenance of Fulton County Wastewater Flow Monitoring Equipment" for Fulton County, GA.

Q Solutins, Inc. has conducted PACP/MACP training for Fulton County staff and will be in the next 3 months.

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect

Q SOLUTIONS, INC.

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 27 day of February, 2023

Q SOLUTIONS, INC. 2/27/2023  
(Legal Name of Proponent) (Date)

[Signature] 2/27/2023  
(Signature of Authorized Representative) (Date)

Vice-President  
(Title)

Sworn to and subscribed before me,

This 27<sup>th</sup> day of February, 2023

[Signature]  
(Notary Public) (Seal)

Commission Expires 10-15-2024  
(Date)



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

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

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

Anthony Taylor, PhD, President - 575 Boulevard SE, Unit 2A, Atlanta, GA 30316  
Fred Fatemi, PE, Corporate Secretary - 1705 Enterprise Way, Suite 200, Atlanta, GA 30067  
Hassan Anvari, PE, Chief Operating Officer - 1705 Enterprise Way, Suite 200, Atlanta, GA 30067

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.

EDT is a minority-owned, full-service professional engineering and architectural firm that provides all engineering, architectural, and construction disciplines in-house. We are a fully integrated construction and design-build firm that provides services to both public and private sector clients. Based in Metro Atlanta since our inception in 1993, we offer high-quality services and results for federal, state, and municipal government projects that vary in size, scope, complexity, and budget. In the past 5 years we have provided engineering design services to Fulton, Cobb, and DeKalb counties, Metro Atlanta, and many of the cities and towns that make up the greater Atlanta area, such as Johns Creek, Decatur, Marietta, Peachtree Corners, Norcross, as well as many others throughout the eastern United States.

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

None of EDT's employees, agents, or representatives have or will be directly involved in a business relationship with Fulton County; received revenues from Fulton County; or, receives revenues as a 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 22 day of February, 2023


Engineering Design Technologies, Inc. 2/22/2023  
(Legal Name of Proponent) (Date)

 2/22/2023  
(Signature of Authorized Representative) (Date)

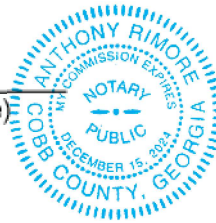
President  
(Title)

Sworn to and subscribed before me,

This 22 day of February, 2023

  
(Notary Public) (Seal)

Commission Expires December 15, 2024 (Date)



# Purchasing **Forms**

Purchasing Forms (Form D Professional Licenses)



**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Jacobs Engineering Group Inc.

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: Engineering

Professional License Number: PEF00350

Expiration Date of License: 6/30/2024

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

Signed:



Date: March 1, 2023

**(ATTACH COPY OF LICENSE)**



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

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

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

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

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

Jacobs Engineering Group Inc.  
c/o CT-BL 120 S Central Ave Ste 350  
Clayton MO 63105





# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

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

#### **JACOBS ENGINEERING GROUP INC. (DELAWARE)**

a Foreign Profit Corporation

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

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

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

Docket Number : 20989477  
Date Inc/Auth/Filed: 02/10/1987  
Jurisdiction : Delaware  
Print Date : 06/08/2021  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Engineering Design Technologies, Inc.


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

Professional License Type: Georgia Engineers & Land Surveyors

Professional License Number: PEF001681

Expiration Date of License: 6/30/2024

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

Signed: 

Date: February 22, 2023

**(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: Q Solutions, Inc.

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

Professional License Type: Engineering

Professional License Number: PEF004032

Expiration Date of License: 6/30/2024

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

Signed: 

Date: February 27, 2023

**(ATTACH COPY OF LICENSE)**



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

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

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

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

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

Q Solutions, Inc.  
6617 Gunstock Lane  
Tucker GA 30084





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

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Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Thuy-Kieu T Chang  
6617 Gunstock Lane  
Tucker GA 30084





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

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Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Kieu-Anh Thi Tran  
6617 Gunstock Lane  
Tucker GA 30084





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237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

James Lamar Hust, III  
110 Bulldog Ridge  
Madison MS 39110





# Local Preference





# Local Preference

The City of Atlanta has notified us their system is behind in processing and while Jacobs is paid and our business license is current, they cannot produce a physical business license beyond December 31, 2022. Instead, we have provided our 2022 business license and a copy of our lease per the RFP as proof that we have a local business location within the geographic boundaries of Fulton County.

	<b>CITY OF ATLANTA</b> 55 Trinity Avenue SW Suite 1350 Atlanta GA 30303	<b>OCCUPATION TAX REGISTRATION CERTIFICATE</b> <b>VALID ONLY WHEN OCCUPATION REGISTRATION TAX REQUIREMENTS ARE PAID</b>	
	2022		
<b>Business Name:</b> JACOBS ENGINEERING GROUP INC <b>Business Location:</b> 10 10TH ST NW STE 1400 ATLANTA, GA 30309 <b>Owner:</b> <b>License Number:</b> LGB-137585-2020 <b>Issued Date:</b> 5/25/2022 <b>Expiration Date:</b> 12/31/2022	<b>Business Type(s):</b> 541330 Engineering Services <b>Mailing Address:</b> 10 10TH ST NW STE 1400 ATLANTA, GA 30309 <b>License Type:</b> General Business License <b>Classification:</b> Professional/Scientific/Technical Services		
 <hr/> Mohamed Balla, Chief Financial Officer			
<small>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.</small>			
<b>TO BE POSTED IN A CONSPICUOUS PLACE</b>			

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

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

Jacobs Engineering Group Inc.  
(BUSINESS NAME)

10 Tenth Street NW, Suite 1400, Atlanta, GA 30309  
(FULTON COUNTY BUSINESS ADDRESS)

Client Account Manager  
(OFFICIAL TITLE OF AFFIANT)

Jason Bodwell  
(NAME OF AFFIANT)

*Jason Bodwell*  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This 13 day of March, 2023

*Andrea M. Lajos*  
(Notary Public) (Seal)

Commission Expires: January 15, 2024  
(Date)



**THIRD AMENDMENT TO LEASE AGREEMENT**  
**(10 Tenth — Jacobs)**

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“**Third Amendment**”) is entered into as of the 30<sup>th</sup> day of April, 2015, between 10 TENTH PROPERTY OWNER, LLC, a Delaware limited liability company (“**Landlord**”) and JACOBS ENGINEERING GROUP INC., a Delaware corporation (“**Tenant**”).

**RECITALS**

A. Pursuant to that certain Lease Agreement dated October 9, 2013 by and between ACP/Millennium, LLC (“**ACP/Millennium**”) and Tenant (the “**Original Lease**”), Tenant leased from Landlord certain premises (the “**Original Premises**”) located in a building with the address of 10 Tenth Street, Atlanta, Georgia (the “**Building**”) known as Suite 1400, containing 32,594 rentable square feet and more particularly described in the Original Lease.

B. Pursuant to that certain First Amendment dated January 31, 2014 (“**First Amendment**”), ACP/Millennium and Tenant modified the Lease to provide for Tenant to advance certain funds relating to the performance of Landlord’s Work, along with additional terms and conditions set forth in the First Amendment.

C. Pursuant to that certain Second Amendment to Lease dated August 4, 2014 (“**Second Amendment**”), Landlord (as the current owner of the Building and the successor-in-interest to ACP/Millennium) and Tenant confirmed the terms of Tenant’s expansion of the Original Premises by an additional 32,594 rentable square feet of space to include the 12<sup>th</sup> Floor of the Building (collectively, with the Original Premises, the “**Premises**”), which Premises is comprised of a total of 65,188 rentable square feet of space; and made other agreements as set forth in the Second Amendment.

C. The Original Lease, as amended by the First Amendment and Second Amendment, is referred to as the “**Lease**”.

D. Landlord and Tenant have reconciled certain construction payments and have agreed to correct the “**Amount Paid**”, as more particularly set forth below.

**AGREEMENT**

1. Abatement Rights for Construction Costs. Paragraph 5 of the Second Amendment is hereby deleted in its entirety and replaced with the following:

“Abatement Rights for Construction Costs – Reconciled Amount. Landlord and Tenant agree and confirm that the “**Amount Paid**” (as such term is defined in Section 1 of the First Amendment) is \$1,998,967.37, and Tenant is entitled to receive an Abatement of Base Rent equal to such Amount Paid, which is subject to the terms and conditions set forth in Section 1 of the First Amendment.”

2. Notices. In Section 1(a)(xv) of the Lease, the addresses set forth in “**Name and Address of Tenant for Notices**” shall be deleted in its entirety and replaced with “shall mean 155

North Lake Avenue, Pasadena, CA 91101, Attn: Kevin C. Berryman, with a copy to Husch Blackwell LLP, 190 Carondelet Plaza, Suite 600, St. Louis, MO 63105, Attn: Richard E. Feldman.”

3. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. In the event that any signature to this Third Amendment is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. This Second Amendment shall become effective when both Landlord and Tenant shall have received a counterpart hereof signed by both Landlord and Tenant.

4. Recitals; Definitions. The Recitals set forth at the beginning of this Third Amendment are incorporated herein as though fully set forth in this Third Amendment. Unless otherwise expressly provided herein, capitalized terms used herein shall have the meanings as designated in the Lease.

5. Miscellaneous. Except as modified in this Third Amendment, all other terms and conditions of the Lease, as the same may have been previously modified from time to time, between the parties above described, shall continue in full force and effect. All capitalized terms used in this Third Amendment, unless otherwise specifically defined to the contrary herein, shall have the same meanings ascribed to them in the Lease.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date and year first above written.

**LANDLORD:**

**10 TENTH PROPERTY OWNER, LLC,**  
a Delaware limited liability company

By: *Lori Dunne 5/21/15*  
Name: LOREI DUNNE  
Title: Vice President

**TENANT:**

**JACOBS ENGINEERING GROUP INC.,**  
a Delaware corporation

By: *Kevin C. Berryman*  
Name: Kevin C. Berryman  
Title: Executive Vice President and Chief Financial Officer

APPROVED
<i>MB</i>

# **EXHIBIT G**

## **OFFICE OF CONTRACT COMPLIANCE FORMS**



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

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

**Prime Bidder/Proposer Company Name** Jacobs Engineering Group Inc.

**ITB/RFP Name & Number:** Water Distribution System Master Plan; 23RFP137284K-CRB

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

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

\$ 432,514 Or 75 %

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

JV Partner(s) information:

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

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

**Total Dollar Value of Certified Subcontractors: (\$)** \$108,128

**Total Percentage of Certified Subcontractors: (%)** 25%



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

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

**Signature:**  **Title:** Client Account Manager

**Business or Corporate Name:** Jacobs Engineering Group Inc.

**Address:** 10 Tenth Street NW, Suite 1400, Atlanta, GA 30309

**Telephone:** ( 404 ) 978-7600

**Fax Number:** ( 404 ) 978-7660

**Email Address:** jason.bodwell@jacobs.com

**UTILIZATION REPORT – Post Award**

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







**Department of Purchasing & Contract Compliance**

Mario Avery, MBA, MCA  
Contract Compliance Administrator

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

Main: (404) 612-6300

May 5, 2021

Mr. Anthony Taylor  
Engineering Design Technologies, Inc.  
575 Boulevard SE  
Unit #2A  
Atlanta, GA 30312

Dear Mr. Taylor:

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](http://www.fultoncountyga.gov)

Main: (404) 612-6300

June 2, 2022

Ms. Thuy-Kieu Chang  
Q SOLUTIONS, INC.  
6617 Gunstock Lane  
Tucker, GA 30084-1436

Dear Ms. Chang:

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



# Equal Business Opportunity (EBO) Plan

Jacobs' EBO Plan enhances the use of Minority and Female Business Enterprises (MFBE) and encourages and achieves diversity and equality in the available procurement and contracting opportunities with *this solicitation*. Our EBO Plan identifies and includes potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender, or ethnic groups and efforts that will be made by us to encourage and solicit MFBE utilization in *this solicitation*.

Our 60 years in the Metro Atlanta market gives us strong, long-standing working relationships and teaming arrangements with the MFBE community. We have successfully teamed with most of these firms over the years, earning a reputation for being a responsive and helpful teaming partner, often strengthening and expanding these firms' capabilities to enhance their technical expertise. Our reputation is such that MFBE firms often team with us exclusively.

Because of these long-standing relationships, we can communicate directly with those who offer relevant and complementary expertise. Our staff are active in the marketplace; we regularly work with and interact with MFBEs and discuss ways we can work together and bring potential opportunities to each other.

For this contract, we engaged two MFBE firms with whom we have had a long-standing relationship. As we began preparing our team—and MBE/FBE is a consideration 100% of the time—we either see them in person, call them, send an email, or even text to gauge their interest in a project, what services and value they can bring to the project, and invite them to be part of our team. **In this case, we reached out by phone, email, and text and committed the below MFBE firms to be members of our team for the Water Distribution System Master Plan contract.**

Subconsultant	MBE/FBE	Percentage	Role
	MBE	12.5%	QA/QC, City Coordination, GIS, CIP Development
	FBE	12.5%	CIP Development

Combined, these two firms will provide 25% of the work assigned by Fulton County, depending upon the type of projects assigned to us. If we are assigned project work that these firms cannot participate in, we commit to identifying other firms, so we always have some level of MFBE involvement. **We will simply reach back out to our network either in person, by phone, by email, or text and secure those services.**

We include our MFBE team members as part of the overall project planning and execution process with the objective of them gaining vital experience in the implementation of small and large projects in the future on their own. We not only meet clients' MFBE goals but exceed them.




We are deeply committed to maximizing the participation of MFBE firms. As a regular course of business, we:

- Hold an MFBE fair that allows interested firms to meet our design managers to highlight their capabilities and match their services to our needs (not held in 2020 due to Covid-19)
- Regularly attend client-sponsored MFBE outreach and networking events across Metro Atlanta to meet new MFBE firms and connect with MFBE firms we already know to discuss upcoming opportunities (not held in 2020 due to Covid-19)
- Attended a virtual Gwinnett County Purchasing vendor event in May 2021
- Conduct one-on-one meetings with local firms to explore their experience and interest in becoming teaming partners with us on particular pursuits.
- Sponsor brown bag meetings with MFBEs so our staff can meet and introduce themselves to their staff, sharing and discussing complementary skill sets for current and future opportunities.

Finally, we have entered into mentor-protégé agreements with numerous firms over the years, including as a mentor to Lefko Development, a small construction company in Atlanta through the Georgia Mentor Protégé Connection (MPC). We are also the proud recipient of several mentor-protégé awards including “Mentor/Protégé of the Year” by the State of Georgia’s Governor’s Mentor/ Protégé Program for our program with EDT several years ago.

## Determination of Good Faith Efforts

In accordance with Fulton County Code Section §102-426, we have made all efforts reasonably possible to make sure MFBE firms have had a full and fair opportunity to compete and win subcontracts on this project. Our outreach attempts appear in the table below.

Subconsultant	MBE/FBE	%	Role	Results of Contact
	MBE	12.5%	QA/QC, City Coordination, GIS, CIP Development	This firm has a long history of working with Jacobs and accepted our invitation to provide QA/QC, city coordination, GIS, and CIP development services.
	FBE	12.5%	CIP Development	This firm is a member of several our teams and accepted our invitation to provide CIP development services on this contract.
	FBE	N/A	Modeling and utility management	This firm was already exclusive to another team.

## Jacobs Is Committed to Inclusion and Diversity

**TogetherBeyond<sup>SM</sup>** is Jacobs’ Global Inclusion & Diversity Strategy, in which we continue exploring and celebrating the differences and commonalities that drive our collective strength through culture building and engagement, leadership commitment and accountability, and talent development. With TogetherBeyond, we support a culture of belonging where everyone has the space, means, and support to deliver bold solutions – and where our business goals are well within reach. Our value, *We Live Inclusion*, is supported by the strength of tangible leadership commitment and accountability at Jacobs. Some of our achievements include:

- In 2021, Jacobs received the 2021 Georgia Chapter of American Water Works Association (AWWA) Diversity Award.
- Appointed Atlanta-based Jeff Dingle as our first Vice President of TogetherBeyond to drive our inclusive culture forward.
- Launched the Jacobs Equality Matching Campaign, matching up to \$100,000 of employee donations to eligible causes dedicated to inclusion, equality, and justice.
- Created the global TogetherBeyond Inclusive Leader of the Year Award to incentivize and reward inclusive leadership.
- Challenged our senior leaders to mentor two diverse employees, one of whom is Black; this has elevated our mentoring culture with 550 new mentoring relationships created globally between VPs and above, with more than 100 of them with Black employees.
- Achieved a score of 100% on the Human Rights Foundation’s 2020 Corporate Equality Index, the national benchmarking tool on corporate policies, practices, and benefits pertinent to LGBTQIA+ employees.
- Ranked in the top quartile of *Forbes’* Best Employer for Diversity 2020.
- Our Action Plan for Advancing Justice & Equality will contribute \$10M over the next 5 years to organizations that are adding Black talent into STEAM fields. The Board approved \$1M to SEED LA in January, and there are several other grants being evaluated currently. SEED LA is a boarding school being built in South Central Los Angeles focused on STEAM curriculum.
- Our Differently Abled Employees and their Allies (ACE)Network is developing an Accessibility Action Plan that will seek to make investments to improve accessibility within Jacobs’ offices and systems. It may also have an external impact grant program to encourage differently abled students to seek careers in STEAM, similar to the action plan mentioned above. Atlanta-based Senior Vice President Tom Meinhart is one of their two Executive Sponsors.

**EXHIBIT H**

**INSURANCE AND RISK MANAGEMENT  
FORMS**



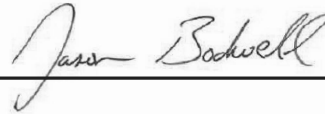
performed.

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

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

Jacobs Engineering  
COMPANY: Group Inc.

SIGNATURE: \_\_\_\_\_



NAME: Jason Bodwell

TITLE: Client Account Manager

DATE: March 1, 2023