



**CONTRACT DOCUMENTS FOR
23ITB138805C-GS**

**Carpet, Carpet Tile Installation and Repair Services
Countywide**

For

Department of Real Estate & Asset Management

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. SERVICES PROVIDED BY COUNTY
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 10. PERSONNEL AND EQUIPMENT
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. DISPUTES
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 15. WAIVER OF BREACH
- ARTICLE 16. INDEPENDENT CONTRACTOR
- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
- ARTICLE 18. INDEMNIFICATION
- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 20. INSURANCE
- ARTICLE 21. PROHIBITED INTEREST
- ARTICLE 22. SUBCONTRACTING
- ARTICLE 23. ASSIGNABILITY
- ARTICLE 24. ANTI-KICKBACK CLAUSE
- ARTICLE 25. AUDITS AND INSPECTORS
- ARTICLE 26. ACCOUNTING SYSTEM
- ARTICLE 27. VERBAL AGREEMENT
- ARTICLE 28. NOTICES
- ARTICLE 29. JURISDICTION
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 31. FORCE MAJEURE
- ARTICLE 32. OPEN RECORDS ACT
- ARTICLE 33. INVOICING AND PAYMENT
- ARTICLE 34. TAXES
- ARTICLE 35. PERMITS, LICENSES AND BONDS
- ARTICLE 36. NON-APPROPRIATION
- ARTICLE 37. WAGE CLAUSE

Exhibits

- EXHIBIT A: GENERAL CONDITIONS**
- EXHIBIT B: SPECIAL CONDITIONS**
- EXHIBIT C: SCOPE OF WORK**
- EXHIBIT D: COMPENSATION**
- EXHIBIT E: PURCHASING FORMS**
- EXHIBIT F: CONTRACT COMPLIANCE FORMS**
- EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS**
- EXHIBIT H: PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)**

CONTRACT AGREEMENT

Contractor: **G.S.A.T. Restoration, Inc dba Paul Davis of North Atlanta**

Contract No.: **23ITB138805C-GS, (A) Carpet, Carpet Tile Installation and Repair Services Countywide**

Address: **1000 Miller Court W**
City, State **Norcross, GA 30071**

Telephone: **(770) 985-1727**

Email: **wtomala@pauldavis.com**

Contact: **Wilson Tomala**
President

This Agreement made and entered into effective the 1st day of May 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **G.S.A.T. RESTORATION, INC DBA PAUL DAVIS OF NORTH ATLANTA**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide the removal of furniture where required, removal and disposal of existing carpets/ carpet tiles, installation of new carpets/ carpet tiles and re-installation of any furniture removed for work. Any contract(s) emanating from this bid shall be for all participating departments and is to be administered by the Department of Real Estate and Asset Management (DREAM),, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor 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 Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

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 Contractor'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 Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor'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 April 17, 2024 and 24-0270 (A).

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 Contractor agree the Project is to provide the removal of furniture where required, removal and disposal of existing carpets/carpet tiles, installation of new carpets/carpet tiles and re-installation of any furniture removed for work. Any contract(s) emanating from this bid shall be for all participating departments and is to be administered by the Department of Real Estate and Asset Management (DREAM). 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 Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor 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 Contractor 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. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor 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 the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor 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 Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of May 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2025	12-31-2025
2	12 months	01-01-2026	12-31-2026

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$145,000.00, (One Hundred Forty-Five Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

Contractor 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 Contractor 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 subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as

set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, 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 Contractor 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 Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **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 Contractor. The Contractor 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. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor 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 Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor'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 Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor 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 Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor'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 Contractor to complete the project.

ARTICLE 14. 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 Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor 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 Contractor 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 Contractor 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 15. **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 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor 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 Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor 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 Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor 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 Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

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

18.4 Separate Counsel.

18.4.1 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 Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 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, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

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

18.5 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 19. COVENANT AGAINST CONTINGENT FEES

Contractor 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 Contractor for the purpose of securing business and that Contractor 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 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, 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 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor 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. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **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 22. **SUBCONTRACTING**

Contractor 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 23. **ASSIGNABILITY**

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

ARTICLE 24. **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. Contractor hereby promises to comply with

all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor 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. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. 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 Contractor'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 Contractor. Contractor 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. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. ACCOUNTING SYSTEM

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

ARTICLE 27. 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 Contractor 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 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W., Suite C-119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

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

Notices to Contractor shall be addressed as follows:

GSAT Restoration, Inc dba Paul Davis of North Atlanta
1000 Miller Court W, Norcross, GA 30071
Telephone: 770) 985-1727
Email: gcpa@pauldavis.com
Attention: Wilson Tomala

ARTICLE 29. **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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. **INVOICING AND PAYMENT**

Contractor 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: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed

- e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor'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 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 Contractor 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. The County shall promptly pay any undisputed items contained in such invoices.

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

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor 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 Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor 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 34. TAXES

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor for payment of any tax from which it is exempt.

ARTICLE 35. PERMITS, LICENSES AND BONDS

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

ARTICLE 36. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor 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 Contractor 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 37. WAGE CLAUSE

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

CONTRACTOR:

**G.S.A.T. RESTORATION, INC
DBA PAUL DAVIS OF NORTH
ATLANTA**

DocuSigned by:

Wilson Tomala

D64BFF0FD3DD456...

Wilson Tomala,
President
[

ATTEST:

DocuSigned by:

Tonya R. Grier

EFC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

68048F0EDCEC451...

Office of the County Attorney

ATTEST:

David Peterson

Notary Public

Butts

County: _____

11/06/2025

Commission Expires: _____

(Affix Notary Seal)



APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

F45C5C5F17FB417

Joseph N. Davis, Director
Department of Real Estate & Asset
Management

24-0270A

4/17/2024

ITEM#: _____ RM _____
SECOND REGULAR MEETING

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid 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 bid submittal.

Bids 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 Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder 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 Bidder 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 Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid 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 Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All 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 bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the removal of furniture where required, removal and disposal of existing carpets/ carpet tiles, installation of new carpets/ carpet tiles and re-installation of any furniture removed for work. Any contract(s) emanating from this bid shall be for all participating departments and is to be administered by the Department of Real Estate and Asset Management (DREAM).

SECTION 4**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

1.0 The scope of work includes removal of furniture where required, removal and disposal of existing carpets/carpet tiles, installation of new carpets/carpet tiles and re-installation of any furniture removed for work.

Any contract(s) emanating from this bid shall be for all participating departments and is to be administered by the General Services Department.

All personnel of the company that will work in the County facilities must wear identification badges and/or uniforms with their company logo clearly visible on it. If the personnel report for work in a vehicle, the vehicle should have vendor's name or the company's name printed at the back or either sides of the vehicle(s). At least one crew member should be able to communicate in English.

2.0 Specification section covers the furnishing and installation of Carpet Tiles. Installation shall be in accordance with the product manufacturer's recommendations. Removal and recycling of old damaged carpet tiles is a requirement for this work.

2.1 Manufacturer's: Any reputed manufacturer that meets the requirements of re-cycling and EPA regulations

2.2 Samples:

- A. Submit three samples of carpet titles for approval before any installation work is begun.
- B. Indicate range of available selection from manufacturer's standard carpet and colors. Colors shall be selected by Fulton County.
- C. Extra Stock: Deliver one box of carpet tiles or 5% of the total quantity installed, whichever is greater, to Fulton County for use in future patching,
- D. Guarantee: Furnish a five-year unconditional guarantee covering satisfactory workmanship, material and installation.

2.3 Quality Assurance:**Installer:**

- A. Shall be experience in the supervision of carpet installation with at least five years' experience in this type of work.
- B. Actual work shall be done by qualified and experience mechanics working under his supervision or under the supervision of an experienced workroom supervisor who has also been doing this type work for five years.

2.4 Regulatory Requirements:

Fire Performance Characteristics: Provide carpet that has been tested for the following fire performance requirements, according to test method and inspecting agency having jurisdiction.

- A. Flammability: Passing Methenamine Pill test, test method DOC FF1-1970
- B. Critical Radiant Flux: Not less than 0.40 watts per sq. centimeter, test method ASTM E648
- C. Smoke Density: Not more than 450; test method ASTM E662, NBS smoke chamber.
- D. Carpet Tiles

3.0 PHYSICAL AND CONSTRUCTION REQUIREMENTS:

- 3.1 Construction requirements**
 - (A) Style Modules 24" x 24"
 - (B) Construction Loop Pile
 - (C) Fiber 100% Branded continuous filament nylon Type 6 or 6.6
 - (D) Gauge 1/10, 1/12
 - (E) Face Weight 20-24 oz per square yard
 - (F) Average Pile height .136 Average
 - (G) Stitches per inch 9.0 min
 - (H) Dye method Solution, space or yarn dyed
 - (I) Static Control Less than 3.5 kv at 70 degrees F & 20% relative humidity
 - (J) CRI TM101 SEVERE
 - (K) Aachen Test <0.2%
 - (L) Color As available in vendor's catalogue,
 - (M) Primary Backing Reinforced Synthetic
 - (N) Secondary backing PVC, Thermoplastic composite or polyurethane cushion
 - (O) Total backing weight 70 oz per square yard, minimum
 - (P) Dye Lot One dye lot
 - (Q) Installation method Monolithic, quarter turn multi-directional or brick ashlar

- 3.2 Physical Requirements:** The products contain recycled content & recycle must be 40% Pre-Consumer by total weight.

- (A) Tuft Bind Cut Pile – 3.0 lbs. minimum average value
- (B) Dimensional stability Max. Shrinkage of 1% in both length and width for not less than 15 years
- (C) De-lamination resistance of secondary backing: 2.5 lbs per inch (min.) No de-lamination guaranteed for 15 years
- (D) Color fastness To crocking: Color transfer Class 4 min

	To light: A color contrast between the exposed and unexposed carpet areas equivalent to a minimum of Grade 4 on the Grey Scale after an exposure of 60 AFU for all colors
(E) Fluoro-chemical finish	A minimum average of 330 ppm fluorine on the pile fiber when tested in accordance with CRI TM-102
(F) Electrostatic propensity – 3.5 kV max	
(G) Flammability Compliant with Federal Flammability Standards CPSC FF1-70, (Methanamine Table Test/Pill Test) when tested according to ASTM D2859 Radiant Panel Test Class I	
(H) Indoor Air Quality Carpets shall be certified with CRI Indoor Air Quality Testing program Green Label	
(I) NBS Smoke Density	Less than 450
(J) Wear warranty	15 year limited wear warranty
(K) Availability	Product to be available for 10 (ten) years

CARPETS

The tufted carpet covered by this specification is intended for end-use applications that have a **'SEVERE'** Use Classification. Based on this the carpet must have an Appearance Retention Rating of 4.0 or more for short term applications and 3.5 or more for long term applications. The ARR shall be determined in accordance with (CRI tm101) ASTM D-5252 (Hexapod) or ASTM D-5415 (Vetterman) test methods, using the following test cycles:

Hexapod: Short term – 4000, Long term – 12000

OR

Vetterman: Short term – 5000, Long term – 22000

3.3 Material requirements

3.3.1 Pile Fiber Type: 100% Colorstrand or Invista Antron Lumena. The pile fiber shall consist of 100% Solution Dyed, soil hiding and static resistant with integral static control element, advanced generation fiber which may contain reclaimed polymer.

3.3.2 Backing.

The backing shall consist of a Primary backing and a secondary backing made from 100% polypropylene.

3.4 Construction requirements

Surface type - County needs carpets with **Cut Pile** and **Level Loop Pile** construction.

(A) Style	Broadloom 12'
(B) Construction	Cut Pile
(C) Fiber	100% Branded continuous filament nylon yarn
(D) Gauge	1/10
(E) Face Weight	36-38 oz per square yard
(F) Average Pile Height	.240
(G) Stitches	9.0 minimum
(H) Dye Method	Piece or Solution
(I) Static Control	Less than 3.5 kv at 70 degrees F and 20% relative humidity
(J) CRI TM 101	Heavy Traffic
(K) Color	Selected from products selected color line
(L) Primary Backing	Woven Polypropylene
(M) Secondary Backing	Woven Polypropylene
(N) Total Weight	60 oz per square yard minimum

All carpets shall have at least the minimum ARR (CRI tm101) as specified above; the rating shall be "severe" and meet the following physical requirements.

3.5 Physical requirements (where applicable)

Loop Pile

(A) Style	Broadloom 12'
(B) Construction	Loop Pile
(C) Fiber	100% Branded continuous filament nylon yarn
(D) Gauge	1/10
(E) Face Weight	26-28 oz per square yard
(F) Average Pile Height	.133
(G) Stitches	9.0 minimum
(H) Dye Method	Solution dyed
(I) Static Control	Less than 3.5 kv at 70 degrees F and 20% relative humidity
(J) CRI TM 101	Heavy traffic
(K) Color	Selected from products selected color line
(L) Primary Backings	Woven Polypropylene
(M) Secondary Backing	Woven Polypropylene
(N) Total Weight	60 oz per square yard minimum

3.6 Tuft Bind: Cut Pile – 3.0 lbs. minimum average value

Loop Pile – 10.0 lbs min. average value

3.7 Dimensional stability Maximum shrinkage of 1% in both length and width

3.8 De-lamination resistance of secondary backing: 2.5 lbs per inch minimum.

3.9 Color fastness To Crocking: Color transfer Class 4 Minimum

To light: A color contrast between the exposed and unexposed carpet areas equivalent to a minimum of

Grade 4 on the Gray Scale for Color Change after an exposure of 60 AFU for all colors.

3.10 Fluoro-chemical Finish: minimum average of 350 ppm fluorine on the pile fiber when tested in accordance with CRI TM-102

3.11 Cold water bleed (AATC 107) 4.0

3.12 Electrostatic Propensity 3.5 kV max

3.13 Flammability Compliant with Federal Flammability Standards CPSC FF 1-70, (Methenamine Table Test/Pill Test), when tested according to ASTM D2859 Radiant Panel Test Class I

3.14 Indoor air quality - Carpets shall be certified with CRI Indoor Air Quality Testing Program **Green Label**.

3.15 Fungicidal (AATCC 154, Part III) No growth

3.16 NBS smoke density Less than 450

4.0 LVT

4.1 Equivalent to Mohawk Group "Select Step" for Glue Down applications

4.2 Mohawk Group "Grown Up" loose lay LVT (Hot and Heavy Collection)

5.0 ACCESSORIES

5.1 Adhesive: as recommended by carpet manufacturer for direct glue down application.

5.2 Edge Guard: Heavy-duty vinyl carpet guard as manufactured by Mercer Plastic Co., or approved equal, minimum 2" anchorage flange. Color as selected by Fulton County.

5.3 Reducing Strip: Solid heavy duty vinyl reducing strip (tapered vinyl saddle) or half saddle as manufactured by Mercer Plastic Co. Or approved equal, minimum $\frac{1}{2}$ " taper. Colors as selected by Fulton County.

5.5 Patching Compound and Floor Filter: as recommended by carpet manufacturer.

6.0 EXECUTION

6.1 Raising and lowering system furniture to facilitate removal and installation of Carpet tiles is included in the scope of work.

6.2 Fill small cracks and holes in concrete floor slabs with one-part, non-shrinking cement to three part sand grout with latex or epoxy additive. All ridges or other uneven surface shall be ground smooth; chalky or surface shall be primed.

6.3 Level floors and fill small cracks and holes in concrete or underpayment with commercial latex or epoxy floor-patching compound.

6.4 Wood Floors Surface: Knot holes, cracks wider than 1/8" and holes larger than $\frac{1}{4}$ " diameter shall be filled with crack filler as specified for this

application. All ridges or uneven surfaces shall be planed, scarped or sanded smooth.

6.5 Wood underlayment and sub-floors shall be screwed down where loose.

6.6 Rotted, broken or otherwise unsatisfactory wood sub floor and all other defective materials shall be removed and replaced new.

6.7 Undercut wood door bottoms as required to allow clear door swing over new carpet.

6.8 Glue- down installation:

- A. Apply adhesive uniformly, to comply with manufacturer's instructions. Butt carpet edges tightly to form seams with no gaps. Roll entire area lightly to eliminate air pockets and ensure uniform bond. Properly remove excess adhesive from carpet by approved methods.
- B. All glue-down installation a minimum of 48 hours to cure before subjecting to any traffic, moving of furniture or final cleaning.

6.9 Adjusting:

- A. Include as part of the work of this contract repairing of seams and joints if required after installation is completed.
- B. Fulton County shall determine if and when this work is required, but it shall be within 12 months after final approval of finish installation.
- C. Contract shall be notified fourteen days prior to the time he would be required to return to the site for this repair work.
- D. Provide Fulton County with service telephone number.

6.10 Cleaning:

- A. Immediately remove spots and smears of cement form carpet with solvent.
- B. Upon completion of installation, remove all tools and equipment and dispose of all waste and excess materials. Carefully and thoroughly vacuum clean to satisfaction of Fulton County.

6.11 Protection:

- A. Upon completion and final inspection by Fulton County, provide reinforced Kraft paper runner 36" wide at all traffic arrears as directed by Fulton County.
- B. Prior to final inspection, no traffic shall be allowed on the carpet.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$145,000.00, (One Hundred Forty-Five Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: GSAT Restoration, Inc. dba Paul Davis of North Atlanta

For: **23ITB138805C-GS-Carpet, Carpet Installation and Repair Services Countywide**

Submitted on February 19, 2024.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$20,355.04

(Dollar Amount In Numbers)

Twenty Thousand Three Hundred and Fifty Five Dollars and Four Cents

(Dollar Amount in Words)

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

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

BASE BID AMOUNT Please enter the number on line 9 below against Base Bid amount, above.

PRICING FORMS

Pull up existing carpet, clean floor of excessive adhesive, patch minor cracks in concrete. Remove all trash and clean the area as required. Furnish and install Carpet Tiles, sizes 18"x18" and 24"x24" as per Fulton County Specification

Line 1 --Supply Carpet tiles 24"x24 \$ 4.10 per tile

Labor Charges for Installation, to include removal of old tiles where necessary

Line 2 – Installation of 24" x 24" tile \$ 1.72 per tile

Indicate standard colors for cove base for which the following pricing applies:

Furnish and install rubber cove base, set-on type, 4 inch.

Line 3 – install cove base \$ 3.65 /linear foot

Installation of Luxury Vinyl Tile (LVT)3

Line 4 – install LVT Type “Select Step” of Mohawk Group, Glue Down application
\$ 3.51 /sq. foot

Line 5 - Install LVT Type “Grown Up” of Mohawk Group, Loose Lay application
\$ 3.31 /sq. foot

Pull up existing carpet, clean floor of excessive adhesive, patch minor cracks in Furnish and install Carpet Tiles, sizes 24”x 24”as per Fulton County Specification with carpet tile type– Mohawk “Retro Rogue Tantastic 152” or equivalent in the following locations:

Line 6 - Court Room of 2500 Sq. Ft floor area. The court room has sixteen (16) removable benches each anchored on floor with four (4) floor screws and thirteen (13)

jury chairs mounted on floor each using four screws

\$ 8,116 Lump sum

Furnish and install Carpet Tiles, sizes 24”x 24”as per Fulton County Specification, in the following Court Rooms Type of carpet tile – Mohawk “First One Up Endless - 7343” or equivalent

Line 7 - Court Room of 3600 Sq. Ft floor area. The court room has twenty (20) removable benches each anchored on floor with four (4) floor screws and thirteen (13) jury chairs mounted on floor each using four screws

\$ 11,433 Lump sum

Remove existing VCT installation, prepare floor and furnish and install LVT Type “Grown Up” of Mohawk Group, in the corridor to freight elevator on the Pryor Street level of 141 Pryor Street. Approximate dimensions of the work area is

Line 8 – Install LVT in 141 Pryor Street, 1st floor corridor. Approximate size of corridor –
150 18”x18” squares

\$ 789.75 Lump sum

Note: Line items 6 – 8 may be initially used for price comparison only. Fulton County does not guarantee a purchase order for these requirements. However should these specific requirements arise, the price quoted will be used for

compensation. Fulton County will also use the price quoted above for replacing carpet in any other space of similar size and configuration, should a need arise. Example: If there is a requirement for replacing carpet in Court Room 6G arises, price quoted above for a court room of similar size (like 6J) will be used.

Line 9 - Please add numbers against all lines, 1-8 and enter it here: \$ 20,355.04

NOTE: Base price lines will be filled in with numbers obtained on Line 9

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

Dollars

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

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

Item No	Description	Brand Preference	Manufact Part #	UOM	Quantity
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
1	1. Supply Carpet Tiles- 24" x 24"	Cost Per Tile: \$4.10	Not Applicable - Service Item	Each	1
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
2	2. Installation of Carpet Tiles- 24" x 24" tile	Cost Per Tile: \$1.52	Not Applicable - Service Item	Each	1
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
3	3. Install Cove Base	Cost Per Linear Foot: \$1.65	Not Applicable - Service Item	Linear Foot/Feet	1
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
4	4. Removal of Vinyl Tile (VCT)	Cost Per Square Foot:	Not Applicable - Service Item	Square Foot/Feet	1
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
5	5. Installation Luxury Vinyl (LVT) Type "Select Step" of Mohawk Group, Glue Down Application	Cost Per Square Foot: \$3.51	Not Applicable - Service Item	Square Foot/Feet	1
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
6	6. Installation LVT Type "Grown Up" of Mohawk Group, Loose Lay Application		Not Applicable - Service Item	Square Foot/Feet	1
6	Cost Per Square Foot: \$3.31				
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
7	7. Court Room of 1500 Sq. Ft floor area. The court room has ten (10) removable benches each anchored on floor with four (4) floor screws and thirteen (13) jury chairs mounted on floor each using four screws				
7	7 Lump Sum: \$4,882.00		Not Applicable - Service Item	Lump-Sum	1
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
8	8. The office has suite has six offices as shown below:				
	Reception office 30x12 has one office desk and chair, a sofa and two visitor's chairs.				
	Manager's Office 30x16 has an office desk, a conference table, one book-shelf and eight office chairs.				
	Copy room, 10x6 has one heavy copier and a shredder.				
	Three (3) Assistant's Offices, 10x8, each having one desk, two office chairs.				
	All offices have PCs and phones				
8	8 Lump Sum: \$7,276.80		Not Applicable - Service Item	Lump-Sum	1
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
9	9. Install LVT in corridor. Approximate size of corridor – 150 18"x18" squares		Not Applicable - Service Item	Lump-Sum	1
9	9 Lump Sum: \$789.75				
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
10	10. Furnish and install flex-cove outside		Not Applicable - Service Item	Linear Foot/Feet	1
10	10 corners, rubber set-on type, 4 inch.	Cost Per Linear Foot: \$3.60			
	Carpet and Carpet Tile Installation and Repair Services Countywide FY2024:				
15	15. Furnish and install flex-cove outside		Not Applicable - Service Item	Linear Foot/Feet	1
15	15 corners, rubber set-on type, 6 inch.	Cost Per Linear Foot: \$5.10			

EXHIBIT E

PURCHASING FORMS

Exhibit E

Purchasing Forms

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] _____ on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², 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.

393205
EEV/Basic Pilot Program* User Identification Number

Wilson Tomala
BY: Authorized Officer of Agent
(Insert Contractor Name)

President
Title of Authorized Officer or Agent of Contractor

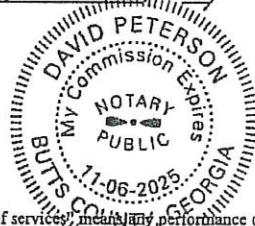
Wilson Tomala
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of February, 2024

Notary Public: SP

County: BUTTS

Commission Expires: 11/6/24



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

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

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

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

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

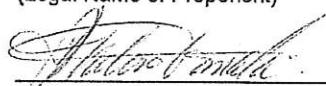
Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package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

[SIGNATURES ON NEXT PAGE]

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

On this 15th day of February, 2024

Wilson Tomala 2-15-24
(Legal Name of Proponent) (Date)


Wilson Tomala 2-15-24
(Signature of Authorized Representative) (Date)

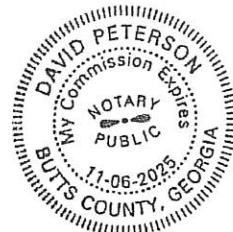
President
(Title)

Sworn to and subscribed before me,

This 15th day of February, 2024


SGJ 2
(Notary Public) (Seal)

Commission Expires 11/02/24
(Date)





PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Wilson E Tomala

Address:

Norcross GA 30071

Primary Source License Information

Lic #:	RLQA001146	Profession:	Residential/General Contractor	Type:	Residential Light Qualifying Agent
Secondary:		Method:	Application/Exam Exempt	Status:	Active
Issued:	4/26/2008	Expires:	6/30/2024	Last Renewal Date:	7/21/2022

Associated Licenses

Relationship:	Supervisor			
Licensee:	GSAT Restoration Inc dba Paul Davis Restoration & Remodeling of North Atlanta	License Type:	Residential Light Company	
License #:	RLCO000696	License Status:	Active	
Established:	4/26/2008	Association Date:	4/22/2008	Expiry:
Type:	Prerequisite			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: February 15, 2024 10:1:4

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

EXHIBIT F

CONTRACT COMPLIANCE FORMS

Exhibit E

Purchasing Forms

STATE OF GEORGIA

COUNTY OF FULTON

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393205
EEV/Basic Pilot Program* User Identification Number

Wilson Tomala
BY: Authorized Officer of Agent
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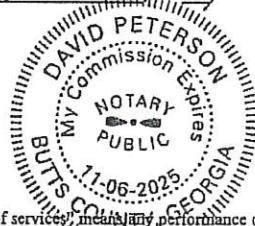
Wilson Tomala
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of February, 2024

Notary Public: SP

County: BUTTS

Commission Expires: 11/6/24



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

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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

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Circle One: YES

NO

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

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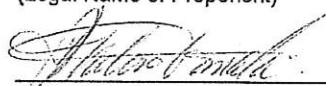
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[SIGNATURES ON NEXT PAGE]

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

On this 15th day of February, 2024

Wilson Tomala 2-15-24
(Legal Name of Proponent) (Date)


Wilson Tomala 2-15-24
(Signature of Authorized Representative) (Date)

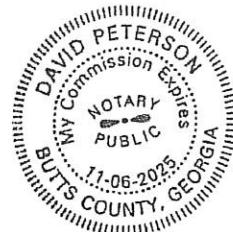
President
(Title)

Sworn to and subscribed before me,

This 15th day of February, 2024


SGJ 2
(Notary Public) (Seal)

Commission Expires 11/02/24
(Date)





PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Wilson E Tomala			
Address:			
Norcross GA 30071			

Primary Source License Information

Lic #:	RLQA001146	Profession:	Residential/General Contractor	Type:	Residential Light Qualifying Agent
Secondary:		Method:	Application/Exam Exempt	Status:	Active
Issued:	4/26/2008	Expires:	6/30/2024	Last Renewal Date:	7/21/2022

Associated Licenses

Relationship: Supervisor			
Licensee:	GSAT Restoration Inc dba Paul Davis Restoration & Remodeling of North Atlanta	License Type:	Residential Light Company
License #:	RLCO000696	License Status:	Active
Established:	4/26/2008	Association Date:	4/22/2008
Type:	Prerequisite		Expiry:

Public Board Orders

Please see Documents section below for any Public Board Orders
--

Other Documents

No Other Documents

Data current as of: February 15, 2024 10:1:4

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EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

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

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

Bodily Injury and Property Damage Liability Each Occurrence \$1,000,000
 (Other than Products/Completed Operations) General Aggregate -
 \$2,000,000

Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

4. UMBRELLA LIABILITY

(In excess of Auto GL and Employers Liability) Each Occurrence -
 \$2,000,000

Certificates:

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be canceled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

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

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

Such certificates and notices shall be sent to:

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

Important:

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

USE OF PREMISES

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out

23ITB138805C-GS

Carpet, Carpet Tile Installation and Repair Services Countywide

Section 5
Insurance and Risk Management

of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

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

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

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

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: G.S.A.T. Restoration Paul Davis North Atlanta

SIGNATURE: Joe Powell

NAME: Joe Powell TITLE: Office Manager

DATE: 5-23-24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 900 North Point Parkway Suite 300 Alpharetta	CONTACT NAME: Scott Rosenberg PHONE (A/C, No. Ext.): (770) 512-5000 FAX (A/C, No.): (770) 824-8899 E-MAIL ADDRESS: scott.rosenberg@bbrown.com
INSURER A: AXIS Surplus Insurance Company 26620	
INSURER B: Bridgefield Casualty Insurance Company 10335	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL242777151 **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	ADD'L/SUBR INSD	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"/> Professional Liability <input checked="" type="checkbox"/> Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	SP006291-01-2024	02/07/2024	02/07/2025	EACH OCCURRENCE	\$ 1,000,000			
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 50,000				
	MED EXP (Any one person)					\$ 10,000				
	PERSONAL & ADV INJURY					\$ 1,000,000				
GENERAL AGGREGATE		\$ 2,000,000								
PRODUCTS - COMP/OP AGG		\$ 2,000,000								
Deductible		\$ 5,000								
AUTOMOBILE LIABILITY										
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$			
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		Y	SX006292-01-2024	02/07/2024	02/07/2025	EACH OCCURRENCE	\$ 5,000,000			
AGGREGATE	\$ 5,000,000									
										\$
										\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	196-24890	02/07/2024	02/07/2025	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER		
	E.L. EACH ACCIDENT						\$ 1,000,000			
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000			
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000			
A	Bailees						EACH OCCURRENCE	500,000		
							AGGREGATE	500,000		
							DEDUCTIBLE	5,000		

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

Crime - 10798846
 02/07/2024- 02/07/2025
 Employee Theft \$1,000,000
 ERISA Fidelity \$1,000,000
 Theft of Client Property \$1,000,000

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government 141 Pryor St SW Atlanta	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: 00513695

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED G.S.A.T. Restoration Inc., DBA: Paul Davis North Atlanta	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Certificate holder is additional insured with respects to general liability and umbrella liability, per enclosed.

Endorsement No. 22Effective Date: 02/07/2024 @ 12:01 a.m. Standard Time at the address of the **Named Insured**Policy Number: SP006291-01-2024Insured Name: G.S.A.T. Restoration Inc. DBA Paul Davis of North AtlantaIssuing Company: AXIS Surplus Insurance CompanyAdditional (Return) Premium: \$0*If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.*

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

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract in force prior to any claim.	All Projects/Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section III – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Bodily Injury, Property Damage or Personal And Advertising Injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Bodily Injury or Property Damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **Your Work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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CG 20 10 04 13

C. With respect to the insurance afforded to these additional insureds, the following is added to Section IV – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**
- 2. Available under the applicable Limits of Insurance shown in the Declarations;**

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**AXIS SURPLUS INSURANCE COMPANY
SPECIALTY PACKAGE EXCESS POLICY
FOLLOW-FORM EXCESS LIABILITY**

SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE

Named Insured: G.S.A.T. Restoration Inc. DBA Paul Davis of North Atlanta Policy Number: SX006292-01-2024

Policy Period: 02/07/2024 To 02/07/2025

SCHEDULE OF UNDERLYING INSURANCE

5.a. Controlling Underlying Policy

Policy No.: SP006291-01-2024

Insurer: AXIS Surplus Insurance Company

Term: 02/07/2024 To 02/07/2025

Applicable Limits

Bodily Injury and Property Damage	\$1,000,000	Each Occurrence
Personal and Advertising Injury	\$1,000,000	Each Offense
Contractors Pollution Liability	\$1,000,000	Each Claim
Professional Liability	\$1,000,000	Each Claim
General Aggregate Limit (ex Products-Completed Operations)	\$2,000,000	
Products-Completed Operations Aggregate	\$2,000,000	

5.b. Other Underlying Insurance

Policy No.	Insurer	Coverage	Term	Limit
510-30001-7655-001	Infinity Commercial Auto	Auto Liability	06/21/2023 To 06/21/2024	\$1,000,000
196-24890	Bridgefield Casualty Insurance Company	Employers Liability	02/07/2024 To 02/07/2025	\$1,000,000
			To	
			To	
			To	

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

No Bonds was required for this project.

Invest Atlanta

24-0267 Board of Commissioners
Invest Atlanta Briefing**COUNTY MANAGER'S ITEMS****Open & Responsible Government****24-0268 County Manager**
Presentation of the Fulton County Operational Report.**24-0269 Finance**
Presentation, review, and approval of April 17, 2024, Budget Soundings and Resolution.**24-0270 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide in the total amount of \$345,000.00, with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in the amount of \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in the amount of \$125,000.00; and (C) Brad Construction Company II, LLC (Fayetteville, GA) in the amount of \$75,000.00, to provide carpet, carpet tile installation and repair services for Countywide facilities. Effective upon execution of contracts through December 31, 2024, with two renewal options.**24-0271 Real Estate and Asset Management**
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB122123K-DB, Demolition Services for the Super Inn Hotel and the Executive Inn Hotel in an amount not to exceed \$1,071,000.00 with Complete Demolition Services, LLC (Carrollton, GA) to provide demolition services for the Super Inn Hotel and the Executive Inn Hotel. Effective upon issuance of Notice to Proceed for a period of 160 calendar days.**24-0272 Real Estate and Asset Management**
Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid #23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed \$981,071.00 with (A) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$679,630.00 for Group C (Central Libraries) and Group D (North Fulton Libraries); and (B) Good Success Company, Inc. (Atlanta, GA) in an amount not to exceed \$301,441.00 for Group G (North and Central Senior Centers), to provide janitorial services for selected Fulton County facilities for Fulton County for the remaining eight (8) months of FY2024. Effective dates: May 1, 2024, through December 31, 2024, with two renewal options.

Certificate Of Completion

Envelope Id: 2428B3693DC04BBDA23D01A032A3530B

Status: Completed

Subject: 23ITB138805C-GS (A) Carpet, Carpet Tile Installation and Repair Services Countywide

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 65

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Gertis Strozier

AutoNav: Enabled

Stamps: 2

141 Pryor Street

EnvelopeD Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30303

gertis.strozier@fultoncountyga.gov

IP Address: 76.198.156.253

Record Tracking

Status: Original

Holder: Gertis Strozier

Location: DocuSign

5/24/2024 1:07:39 PM

gertis.strozier@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: DocuSign

Signer Events**Signature****Timestamp**

Wilson Tomala



Sent: 5/24/2024 1:34:28 PM

wtomala@pauldavis.com

Viewed: 5/24/2024 2:09:28 PM

President

Signed: 5/24/2024 2:10:32 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 73.82.71.13**Electronic Record and Signature Disclosure:**

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ID: 60aa6935-10fd-4748-bd2e-aecae965ea8a

Wilson Tomala1

Signed

Viewed: 5/24/2024 2:11:43 PM

wtomala@pauldavis.com

Signed: 5/24/2024 2:25:17 PM

President



Security Level: Email, Account Authentication (None)

Using IP Address: 73.82.71.13

Electronic Record and Signature Disclosure:

Accepted: 5/24/2024 2:11:43 PM

Sent: 5/24/2024 2:25:21 PM

ID: 442322ce-242e-49e6-89a1-14d3626f1acd

Gertis Strozier

Completed

Viewed: 5/24/2024 2:36:41 PM

gertis.strozier@fultoncountyga.gov

Signed: 5/24/2024 2:36:43 PM

Assistant Purchasing Agent

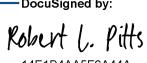
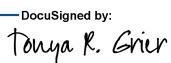
Using IP Address: 76.198.156.253

CRM SERVICES, LLC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Joseph N. Davis joseph.davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/24/2024 2:49:34 PM ID: 4de6ae9f-5f7e-4f66-9a2b-492e1234b790</p>	<p>DocuSigned by:  E45C5C5F17FB417...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.42 Signed using mobile</p>	<p>Sent: 5/24/2024 2:36:46 PM Viewed: 5/24/2024 2:49:34 PM Signed: 5/24/2024 2:58:13 PM</p>
<p>Patrick O'Connor Patrick.OConnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2024 9:35:34 AM ID: 2206c7f3-4562-4bba-8632-5465490a5948</p>	<p>DocuSigned by:  68048F0EDCEC451...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 75.58.45.186</p>	<p>Sent: 5/24/2024 2:58:16 PM Resent: 6/20/2024 10:45:06 AM Resent: 6/26/2024 11:23:30 AM Viewed: 6/30/2024 12:10:21 PM Signed: 7/25/2024 10:08:45 AM</p>
<p>Gertis Strozier gertis.strozier@fultoncountyga.gov Assistant Purchasing Agent CRM SERVICES, LLC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 74.174.59.10</p>	<p>Sent: 7/25/2024 10:08:48 AM Viewed: 7/25/2024 10:59:06 AM Signed: 7/31/2024 4:03:13 PM</p>
<p>Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p>	<p>Completed</p> <p>Using IP Address: 68.208.197.4</p>	<p>Sent: 7/31/2024 4:03:17 PM Viewed: 8/1/2024 10:04:04 AM Signed: 8/1/2024 10:06:00 AM</p>
<p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/1/2024 11:13:07 AM ID: 8826151d-aac1-43d6-8329-f78f1355d4cc</p>	<p>DocuSigned by:  14E1B4AA5F6A44A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p>	<p>Sent: 8/1/2024 10:06:03 AM Viewed: 8/1/2024 11:13:07 AM Signed: 8/1/2024 11:13:24 AM</p>
<p>Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/1/2024 11:13:07 AM ID: 8826151d-aac1-43d6-8329-f78f1355d4cc</p>	<p>DocuSigned by:  EEC476C4837648D...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10</p>	<p>Sent: 8/1/2024 11:13:27 AM Viewed: 8/1/2024 11:14:27 AM Signed: 8/1/2024 11:14:45 AM</p>

Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/1/2024 11:14:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Envelope Updated	Security Checked	6/7/2024 10:43:17 AM
Envelope Updated	Security Checked	6/7/2024 10:43:17 AM
Certified Delivered	Security Checked	8/1/2024 11:14:27 AM
Signing Complete	Security Checked	8/1/2024 11:14:45 AM
Completed	Security Checked	8/1/2024 11:14:49 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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