

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: **Hillsman, Inc.**

Contract No. **11RFP78732K-NH, Furniture, Fixture, and Equipment (FF&E)
Consultant Services for the Fulton County Library System Capital
Improvement Program, Phase II**

Address: **3000 Royal Boulevard South**
City, State **Alpharetta, GA 30022**

Telephone: **(678) 336-9119**

E-mail: [**edgarhillsman@hillsmaninc.com**](mailto:edgarhillsman@hillsmaninc.com)

Contact: **Edgar Hillsman,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Hillsman, Inc. to provide Professional Consulting Services for Furniture, Fixtures and Equipment for the Fulton County Library System Capital Improvement Program (CIP), dated 17th day of November, 2011, on behalf of the Fulton County Library System; and

WHEREAS, the purpose for this amendment is to add additional services interior design, furniture selection, procurement of furniture and furnishings and installation of all procured items for Peachtree Library, MLK Library and East Point Library Expansion; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____, **BOC Items #22-** _____.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 3 to Form of Contract is effective as of the _____ day of _____, 2022, between the County and Hillsman, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To perform additional interior design services, furniture selection, FF&E documentation and procurement and installation of furniture and furnishings for remaining Library CIP projects including Peachtree

Library, MLK Library and East Point Library Expansion.

1. Peachtree Library

- Interior design
- Selection of furniture and furnishings
- FF&E documentation
- Procurement and installation of all required furniture, furnishings and equipment for the project
- Review and develop a Punch list of all deficiencies for all procured furniture items upon installation
- Monitor completion of all punch list items
- Serve as coordinator for all furniture and furnishings. Work with the owner and manufacturers during the warranty period to ensure any deficiencies that may arise are addressed and corrected as soon as possible

2. MLK Library

(Same scope as listed under Peachtree Library above)

3. East Point Library Expansion

- Interior design
- Selection of furniture and furnishings required for expansion areas of the library
- FF&E documentation
- Procurement and installation of all required furniture, furnishings and equipment for expansion areas of the library
- Review and develop a Punch list of all deficiencies for all procured furniture items upon installation
- Monitor completion of all punch list items
- Serve as coordinator for all furniture and furnishings. Work with the owner and manufacturers during the warranty period to ensure any deficiencies that may arise are addressed and corrected as soon as possible

- 2. COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$50,075.00** (Fifty Thousand Seventy-Five Dollars and No Cents).
- 3. LIABILITY OF COUNTY:** This Amendment No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
- 4. EFFECT OF AMENDMENT NO. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

CONSULTANT:

HILLSMAN, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Edgar Hillsman,
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director
Department of Real Estate and Ass
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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